Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

AGENDA FOR REGULAR MEETING
APRIL 15, 2025, 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 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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

1. UPDATES & REPORTS

A. Receive an update from Brenda Narayan, Government Affairs Representative, regarding the 2025 Underground project.

2. ACTION AGENDA

A. **TIME CERTAIN: 11:00a.m.**

APPEAL HEARING: Request for Appeal Hearing of Administrative Citation. A request for appeal was received on February 25, 2025, filed by David Elwood (APN-116-272-004-000,116-272-005-000).

3. CONSENT AGENDA

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

A. BOARD OF SUPERVISORS

1) Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 43rd Annual Christian Encounter Ministries Agony Ride, to be held July 25-26, 2025, in Sierra Valley.

2) Approve and authorize the Chair to sign a letter of support for an application to the Department of Transportation (Cal-Trans), for an encroachment permit for the Quincy Junior Senior Prom to be held at the Quincy Courthouse 520 Main Street (4:00 PM to 11:00 PM on May 17, 2025)

3) Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on May 13, 2025

4) Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on May 13, 2025.

B. DISTRICT ATTORNEY

1) Approve and authorize District Attorney to recruit and fill, funded and allocated, vacant 2 FTE Community Care Case Managers; (No General Fund Impact) Grant funded.

2) Approve and authorize Chair to sign an agreement between Plumas County District Attorney and Karpel Solutions to provide a URL for software interface with Sunridge RIMS; effective April 15, 2025; not to exceed $12,000; (No General Fund Impact) PATH Grant Funds; approved as to form by County Counsel.

C. FACILITY SERVICES & AIRPORTS

1) Approve and authorize Chair to sign 3 subscription services agreements (1 for each airport) between Plumas County Facility Services & Airports and QTPOD LLC; effective December 1, 2025; not to exceed $5,025.00 per year collectively; No General Fund impact - subscription is paid for with Airport funds; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Smith Power Products, Inc. for emergency generator inspection, maintenance, and repair; effective May 1, 2025; not to exceed $25,000; contract will have direct impact on General Fund as approved in recommended FY24/25 budget 2012052 520905; approved as to form by County Counsel.

3) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services & Airports and American Window & Doors Systems, Inc. to install new windows at the Portola Library; amendment will increase the cost to General Fund by $3,232.50; approved as to form by County Counsel.

4) Approve and authorize Chair to sign an agreement between Plumas County Elections and Pacific States Communications of Nevada, Inc. for installation and operation of election security cameras; project to be completed by June 30, 2025; not to exceed $16,204.63; No General Fund Impact. Funding is provided by the State of CA; approved as to form by County Counsel.

5) Request the Chair to waive fees for the Earth Day Event on April 22, 2025, at Dame Shirley Plaza from 3:00pm - 6:00pm.

D. BEHAVIORAL HEALTH

1) Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment Number 1 modifies the program date from June 30, 2025, to June 30, 2027; this agreement promotes timely access to Specialty Mental Health Services for foster youth placed in out-of-county residential settings. (No General Fund Impact) State and Federal funds. Approved as to form by County Counsel.

4. DEPARTMENTAL MATTERS

A. PLANNING - Tracey Ferguson

1) Update Board of Supervisors and public on the proposed 2025 Local Responsibility Area (LRA) Fire Hazard Severity Zones (FHSZ) Map from the Office of the State Fire Marshall for the unincorporated areas of Plumas County within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley; discussion and possible action.

2) Plumas National Forest Tributaries Forest Recovery Project Environmental Assessment (EA) comment period ends April 28, 2025; discussion and possible action.

B. SOCIAL SERVICES - Laura Atkins

1) Adopt Cal-OAR CalWORKs System Improvement Plan (CAL-SIP); discussion and possible action.

C. SHERIFF'S OFFICE - Todd Johns

1) Approve and authorize Animal Control to recruit and fill, funded and allocated, vacant one part-time extra help Animal Shelter Attendant; approve exemption of the 30-day 29-hour work week; (General Fund Impact) as approved in FY24/25 recommended budget.

D. PUBLIC HEALTH - Nicole Reinert

1) Understanding the Guidelines for Effective Utilization of the Opioid Settlement Funding in California presentation by Nicole Reinert, MPH, Director Plumas County Public Health Agency

5. BOARD OF SUPERVISORS

A. **CONTINUED DISCUSSION FROM APRIL 8, 2025**: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.

B. Adopt **RESOLUTION** of the Board of Supervisors Declaring a Local State of Emergency due to the presence and impact of Gray Wolves in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Four/fifths roll call vote**

C. Approve and authorize Chair to sign a Letter of Support to Director Bonham regarding the Urgent Need for Local Public Safety Response Options in Gray Wolf Management; discussion and possible action.

D. Proposal of Entertainment Zone creation within Chester; discussion and direction to staff.

E. CORRESPONDENCE

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

G. Receive and Review Principals & Priorities for Use of Dixie Fire PG&E Settlement Funds; direction to staff and possible action.

H. AUDITOR-CONTROLLER - Martee Nieman

1) **TIME CERTAIN 1:00PM:** FY24/25 Mid-Year Budget Review

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with Risk Manager; Workers Compensation Review

B. Personnel: Public Employee Performance Evaluation - Facilities Director (Board Only)

C. 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

D. Personnel: Public Employee Discipline/Dismissal/Release pursuant to Cal Govt. Code §54957

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourned meeting to Tuesday, May 6, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Brenda Narayan**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Receive an update from Brenda Narayan, Government Affairs Representative, regarding the 2025 Underground project.**

Recommendation:
Receive an update from Brenda Narayan, Government Affairs Representative, regarding the 2025 Underground project.

Background and Discussion:

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Action:

Receive an update from Brenda Narayan, Government Affairs Representative, regarding the 2025 Underground project.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. PG&E Plumas Board of Supervisors 2025 Underground Update 042025

Pacific Gas and Electric Company

PLUMAS COUNTY BOARD UPDATE

April 2025

Topics For Discussion

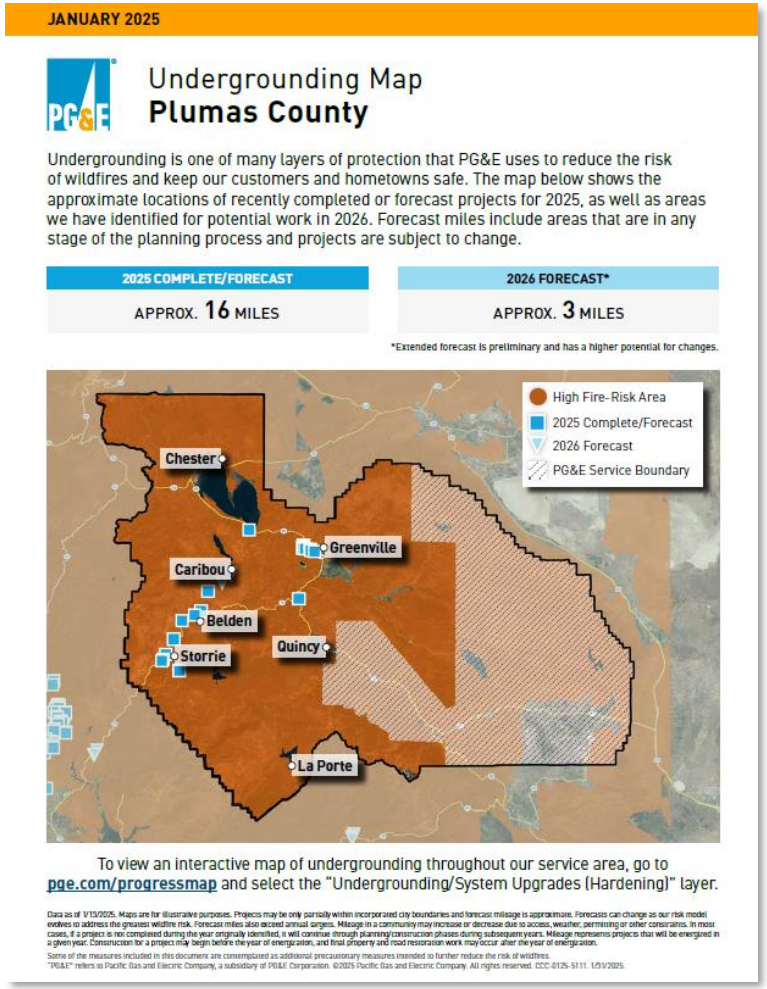
1. Identifying and Reducing Wildfire Risk
2. Undergrounding and Wildfire Safety System Upgrades
3. Customer Resources and Financial Assistance Programs
4. Partnering with the County and Community

LEARN MORE

pge.com/undergrounding

Questions?

To learn more, visit pge.com/undergrounding.
Call 1-877-265-1399 or email wildfiresafety@pge.com.



Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Identifying and Reducing Wildfire Risk

Prioritizing Undergrounding to Have the Greatest Impact on Reducing Wildfire Risk

To accomplish this, we:

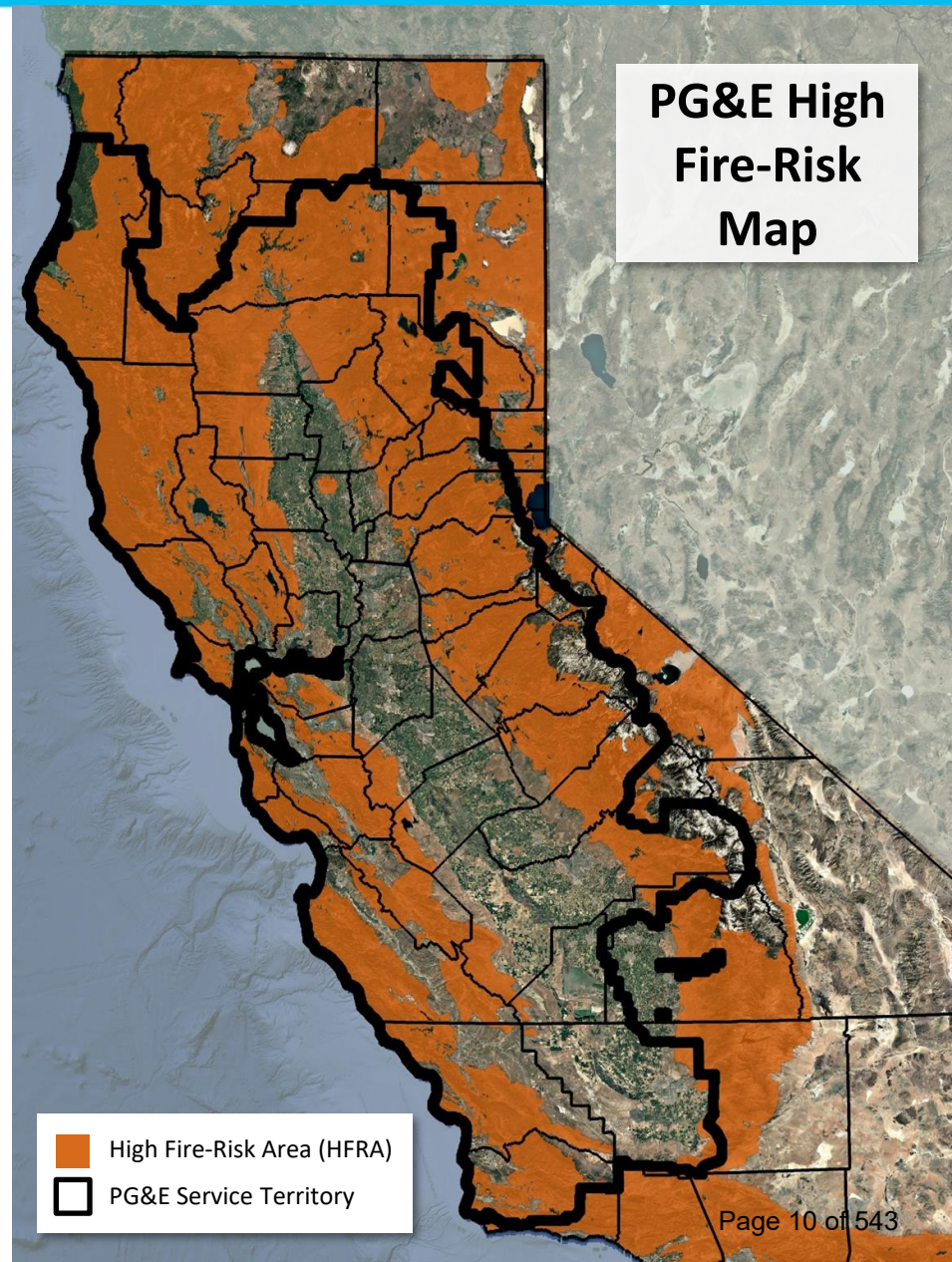
Use machine-learning based risk modeling and partner with wildfire analysis providers.

This modeling considers historic ignitions and other factors, such as:

- Vegetation
- Topography
- Condition of the electrical equipment

We also consider the:

- Probability of an ignition
- Consequences if a wildfire were to start in a specific location



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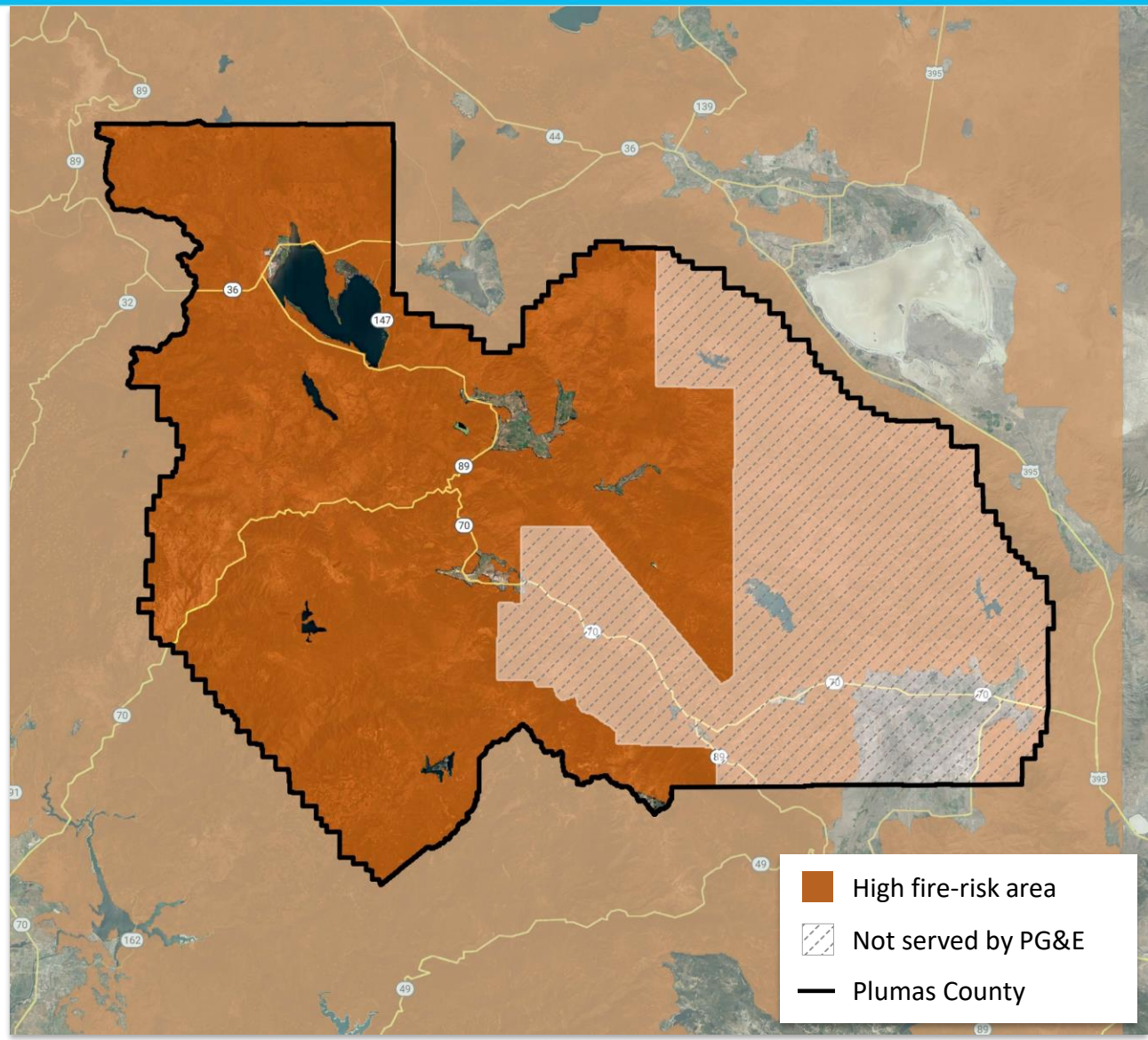
Wildfire Risk in Your Community

PG&E's high fire-risk area map helps us target wildfire mitigation efforts in the areas and communities at highest risk.



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Layers of Wildfire Protection

Situational Awareness

A **New Tools and Technology:** Installed over 2,000 weather stations and high-definition cameras monitored by trained professionals to better predict and respond to wildfires and severe weather.

Operational Mitigations

B **Safety and Infrastructure Protection Teams:** Deploying trained response professionals who protect PG&E equipment to increase safety and enhance community recovery.

C **Enhanced Powerline Safety Settings:** Installed on 44,000+ line miles and turned on during elevated wildfire risk to automatically shut off power within one-tenth of a second if a hazard is detected.

D **Public Safety Power Shutoff:** Turning off power for safety as a last resort during severe weather.

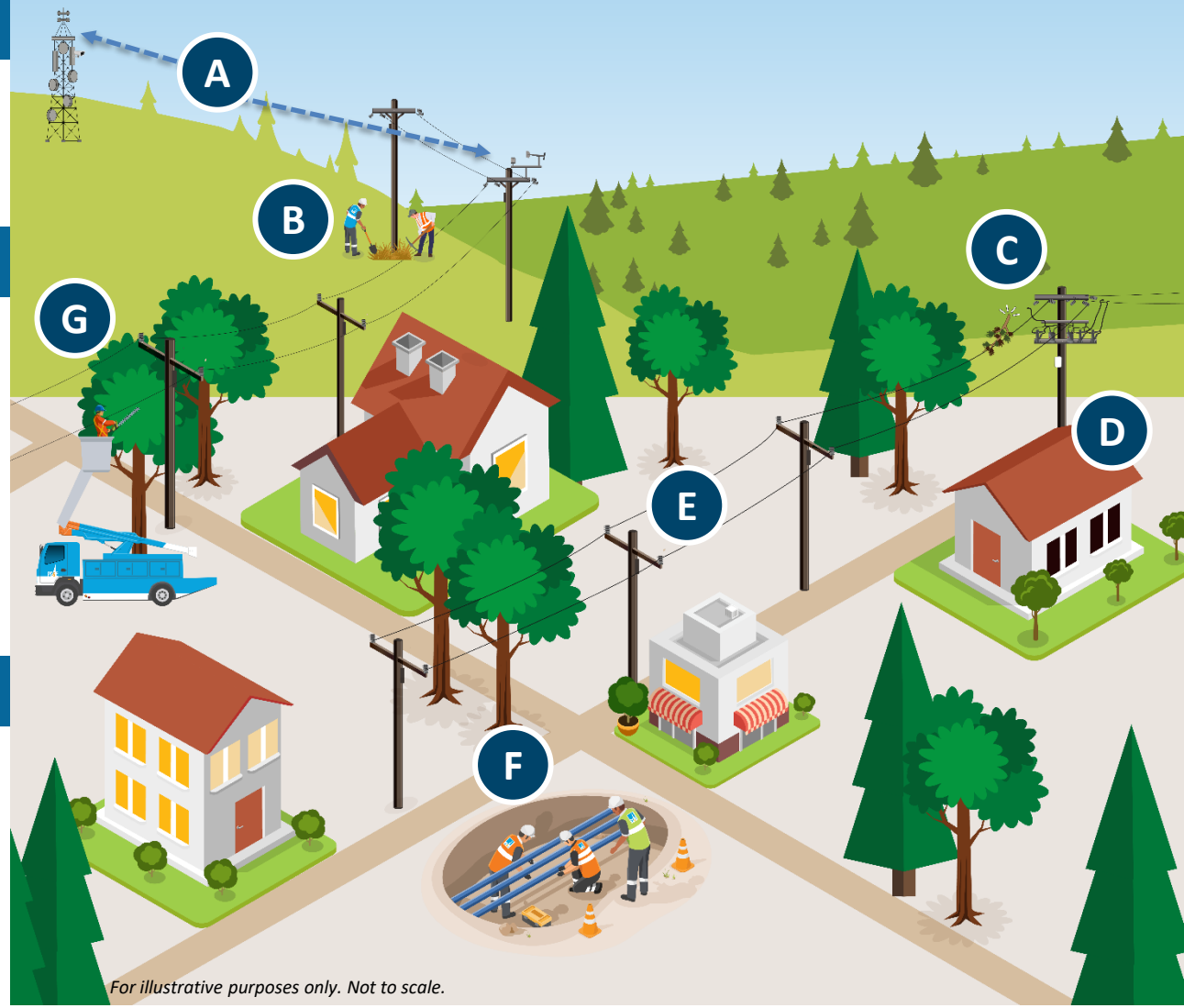
Resiliency Work

E **New, Strengthened Equipment:** Installing strong poles and covered powerlines on 1,900+ miles of overhead powerlines.

F **Undergrounding Powerlines:** Completing 10,000 miles of undergrounding in the highest wildfire risk areas.

G **Vegetation Management:** Removing or pruning 1 million+ trees per year to ensure they are a safe distance from powerlines.

Reducing Wildfire Risk in Your Community



For illustrative purposes only. Not to scale.

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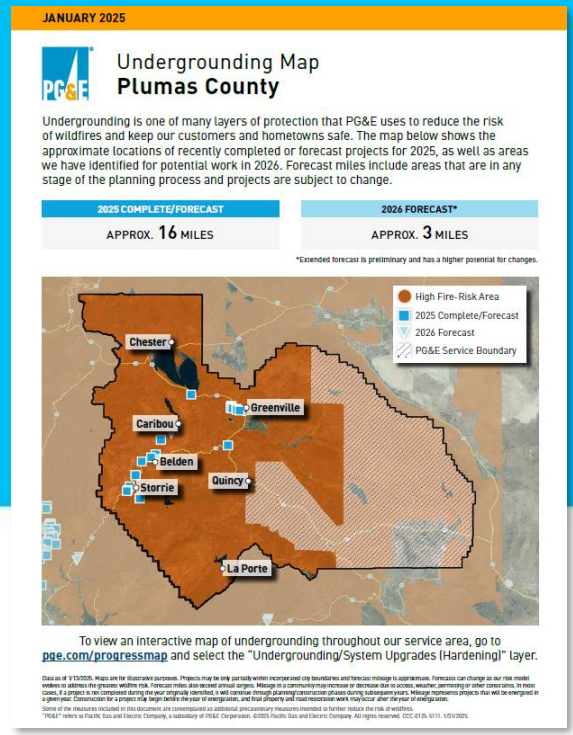
Differences Between Safety Settings and PSPS

	Enhanced Powerline Safety Settings (EPSS)	vs.	Public Safety Power Shutoffs (PSPS)
WHY	Automatically turning off power within one-tenth of a second if a problem is detected on the line		Proactively turning off power to prevent tree branches and debris from contacting energized lines
WHEN	Elevated wildfire risk is present, most likely from May to November, but can occur year-round		During times of high winds, low humidity and dry vegetation
NOTIFICATIONS	Regular updates after the outage occurs, provided until power is restored		In advance through automated calls, texts, and emails with updates provided until power is restored

Customers can find updates and information for both planned and unplanned outages at **pge.com/outages**.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Undergrounding and Wildfire Safety System Upgrades


JANUARY 2025

Undergrounding Map
Plumas County

Undergrounding is one of many layers of protection that PG&E uses to reduce the risk of wildfires and keep our customers and hometowns safe. The map below shows the approximate locations of recently completed or forecast projects for 2025, as well as areas we have identified for potential work in 2026. Forecast miles include areas that are in any stage of the planning process and projects are subject to change.

2025 COMPLETE/FORECAST	2026 FORECAST*
APPROX. 16 MILES	APPROX. 3 MILES

*Extended forecast is preliminary and has a higher potential for changes.

To view an interactive map of undergrounding throughout our service area, go to pge.com/progressmap and select the "Undergrounding/System Upgrades (Hardening)" layer.

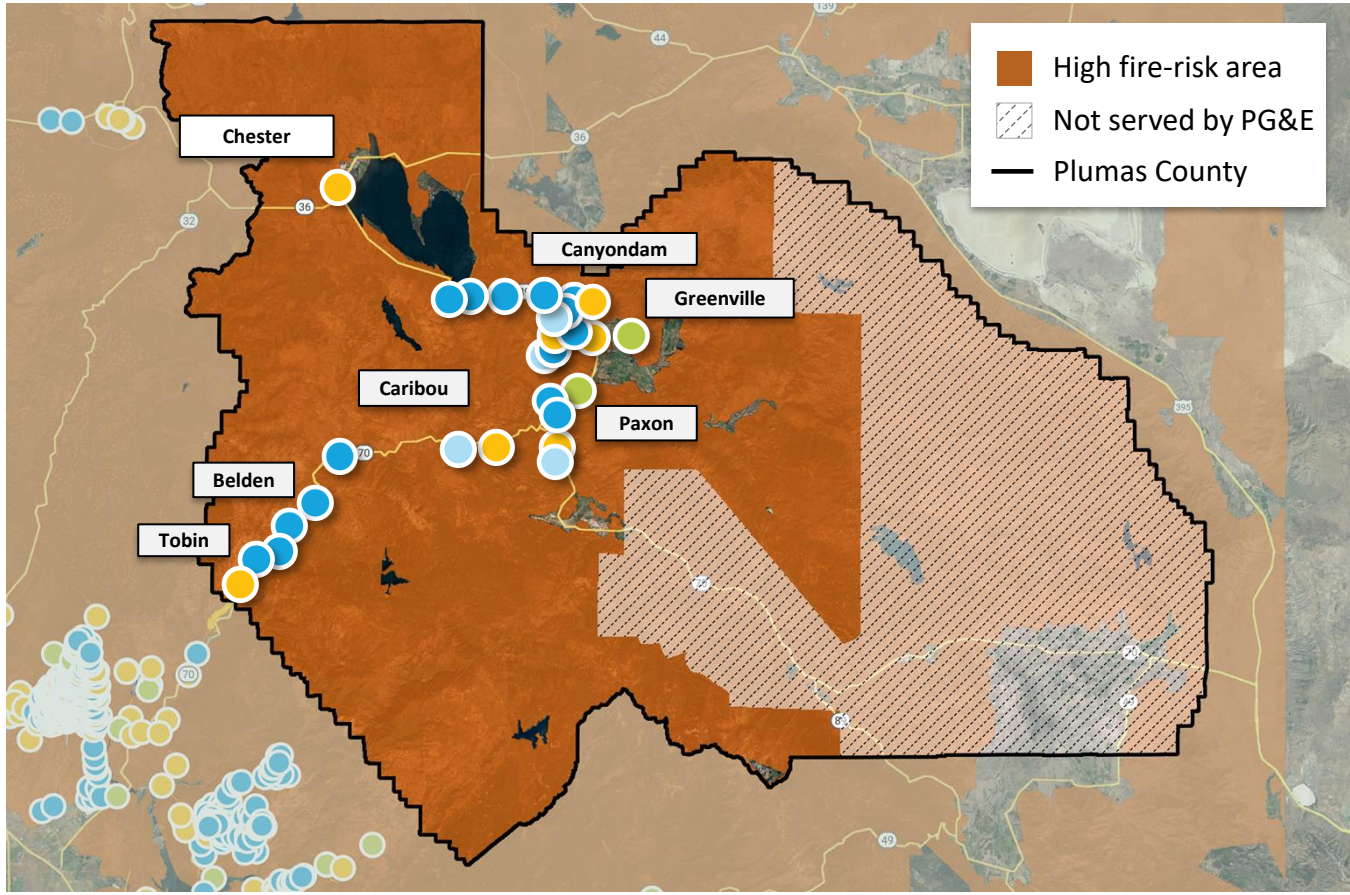
Plumas County: Completed Through 2024

We have completed work in Plumas County as part of both our wildfire-safety-related undergrounding program and Dixie Fire Rebuild Program.

	Undergrounding*	Strengthened Poles and Covered Lines	Line Removal
Completed through 2024	~49 mi.	~11 mi.	~7 mi.

**Light blue dots indicate Combination Hardening projects, which include Undergrounding and associated Strengthened Power Poles and Covered Powerlines and/or Line Removal mileage. Strengthened Power Poles and Covered Powerlines and Line Removal mileage totals are included in their respective columns.*

Customers can learn more by visiting: **pge.com/undergrounding**



Data as of 1/13/25. This map is for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years. Mileage represents projects that will be energized in a given year. Construction for a project may begin before the year of energization and final property and road restoration work may occur after the year of energization.

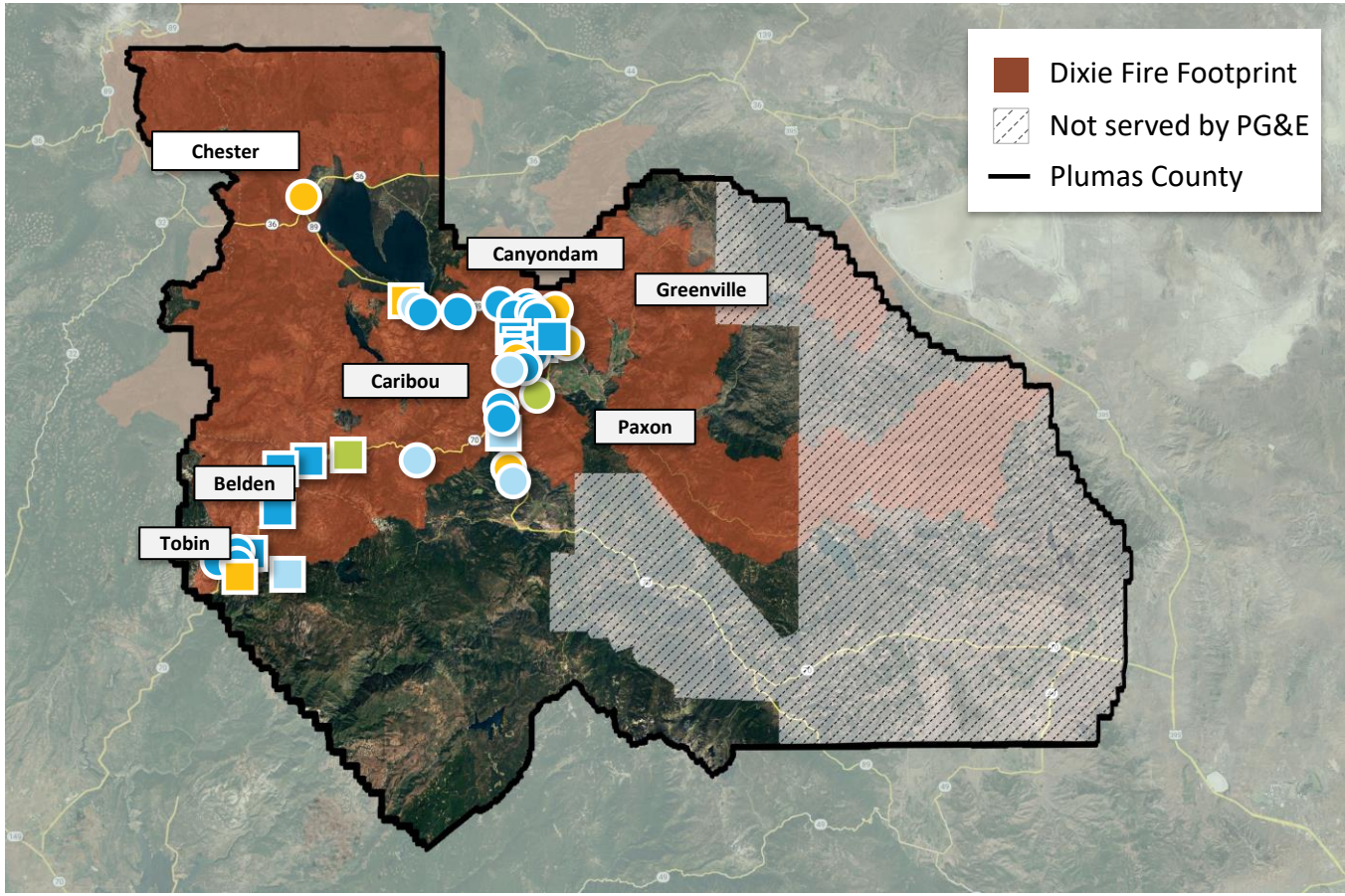
Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Plumas County: Dixie Fire Rebuild Projects Completed Through 2024

Work included on this map represents completed work as part of our Dixie Fire Rebuild Projects through 2024.

	Undergrounding*	Strengthened Poles and Covered Lines	Line Removal
Completed through 2024	~46 mi.	~5 mi.	~3 mi.

**Light blue dots indicate Combination Hardening projects, which include Undergrounding and associated Strengthened Power Poles and Covered Powerlines and/or Line Removal mileage. Strengthened Power Poles and Covered Powerlines and Line Removal mileage totals are included in their respective columns.*



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Projects displayed on the map are Dixie Fire rebuild projects only. Additional projects have been completed and are forecast in Plumas County.

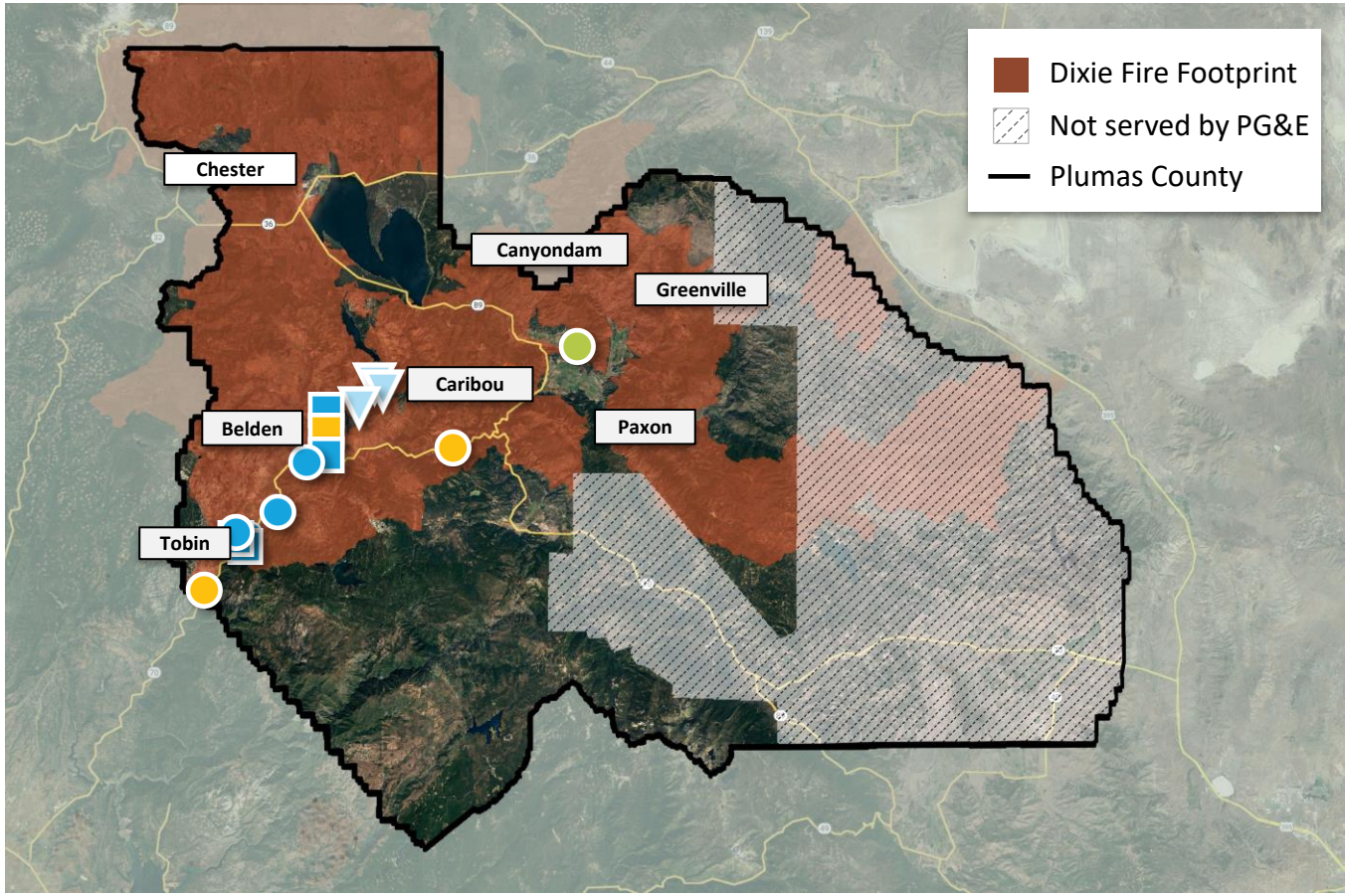
Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Plumas County: Undergrounding Program Projects Completed Through 2024

We have work occurring in Plumas County as part of our wildfire-safety-related undergrounding program.

Work included on this map represents completed work through 2024.

	Undergrounding*	Strengthened Poles and Covered Lines	Line Removal
Completed through 2024	~3 mi.	~2 mi.	~4 mi.



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**Light blue dots indicate Combination Hardening projects, which include Undergrounding and associated Strengthened Power Poles and Covered Powerlines and/or Line Removal mileage. Strengthened Power Poles and Covered Powerlines and Line Removal mileage totals are included in their respective columns.*

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

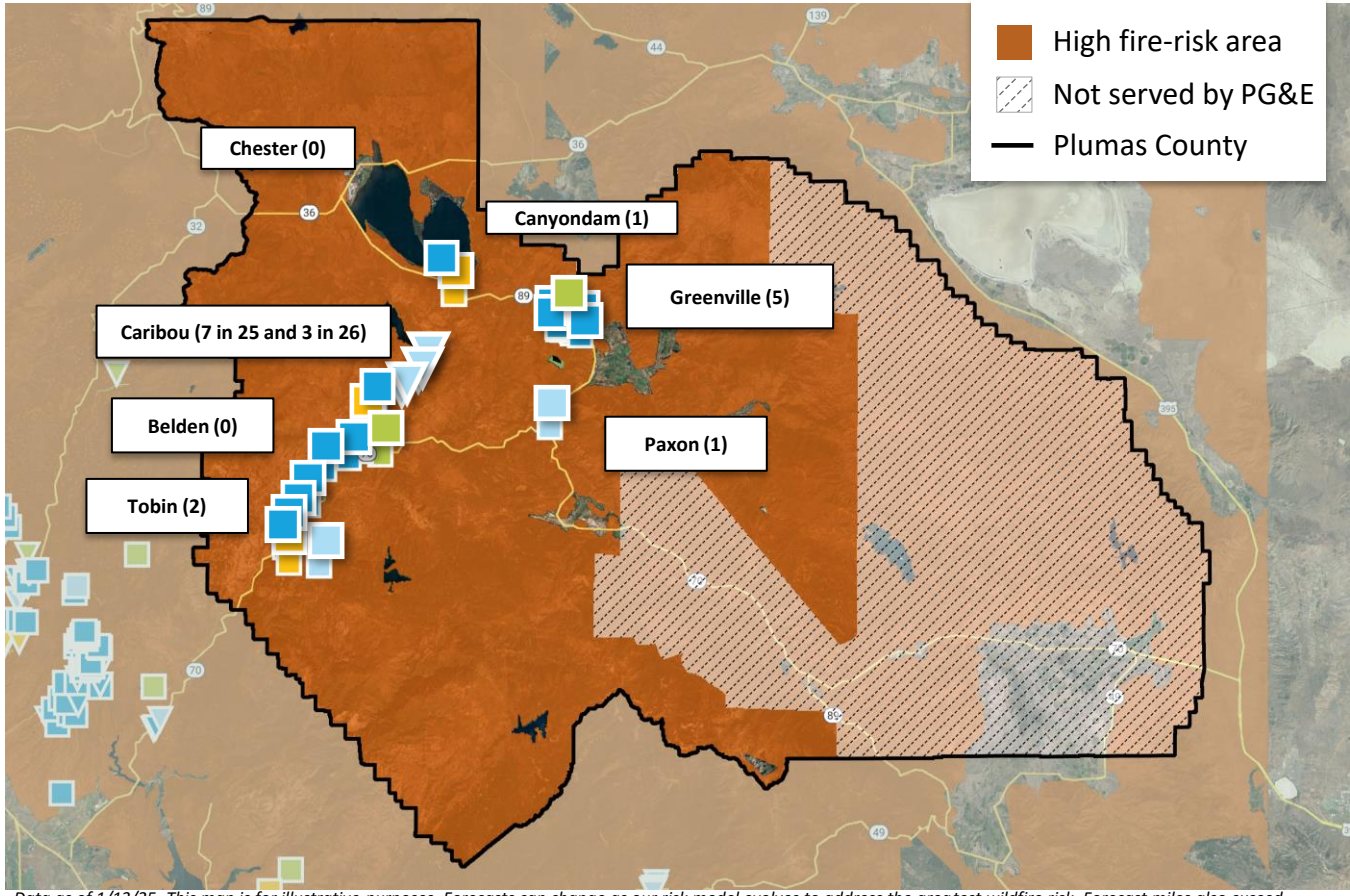
Plumas County: Forecast Projects
2025 (**16**) and 2026 (**3**)

We have forecast work in Plumas County as part of both our wildfire-safety-related undergrounding program and Dixie Fire Rebuild program.

	Undergrounding*	Strengthened Poles and Covered Lines	Line Removal
Complete/ Forecast in 2025	~16 mi.	~4 mi.	~4 mi.
Forecast in 2026	~3 mi.	~2 mi.	

**Light blue dots indicate Combination Hardening projects, which include Undergrounding and associated Strengthened Power Poles and Covered Powerlines and/or Line Removal mileage. Strengthened Power Poles and Covered Powerlines and Line Removal mileage totals are included in their respective columns.*

Customers can learn more by visiting: **pge.com/undergrounding**



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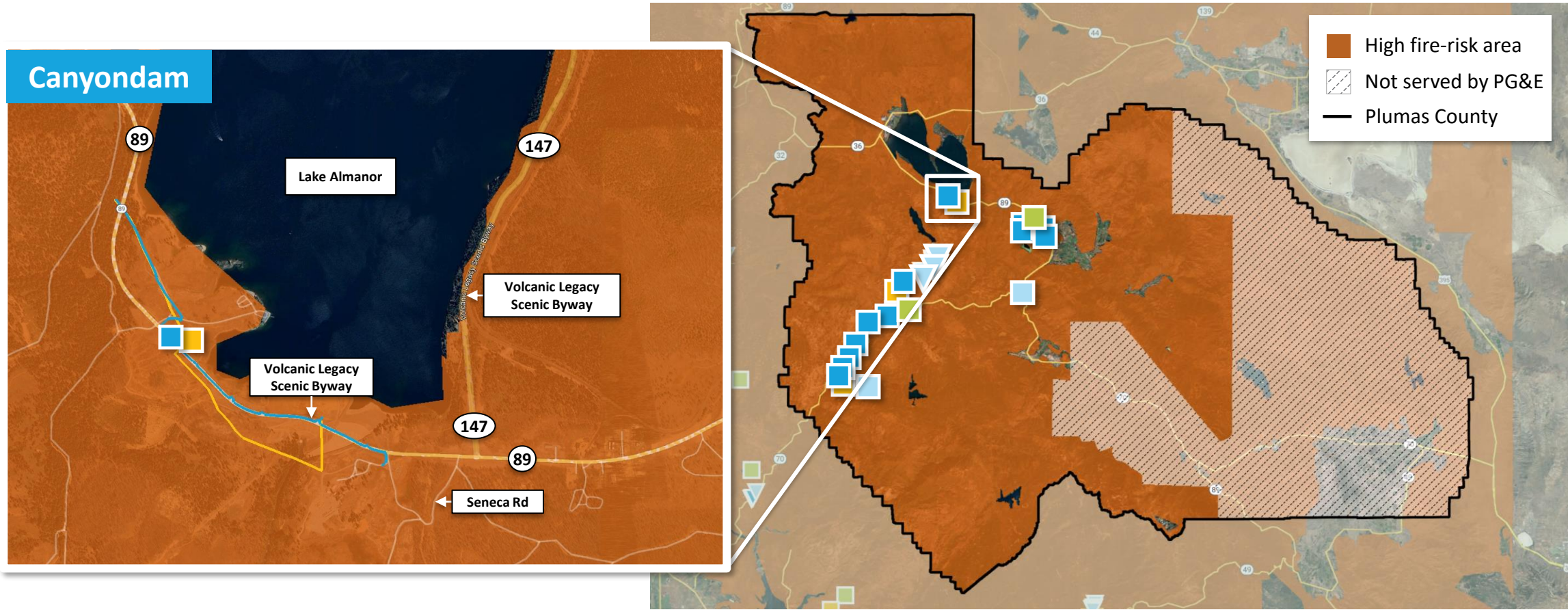
Plumas County Forecast Work: Canyondam

About 1 mile of Dixie Fire Rebuild Work in 2025



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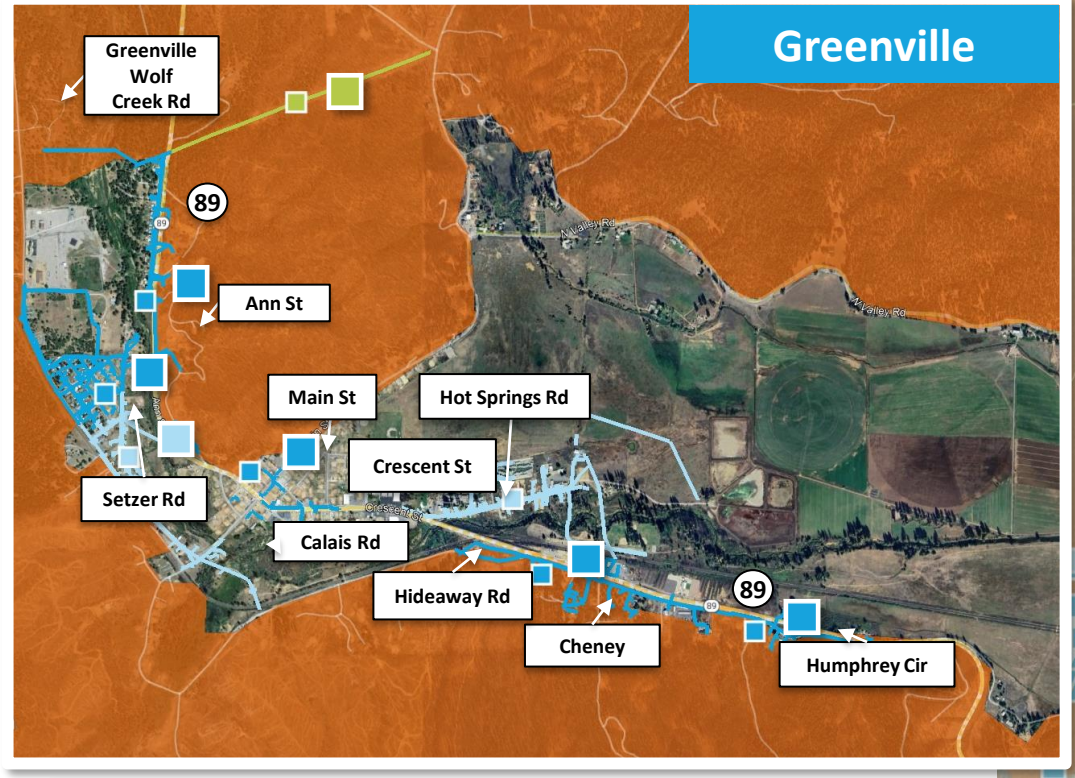
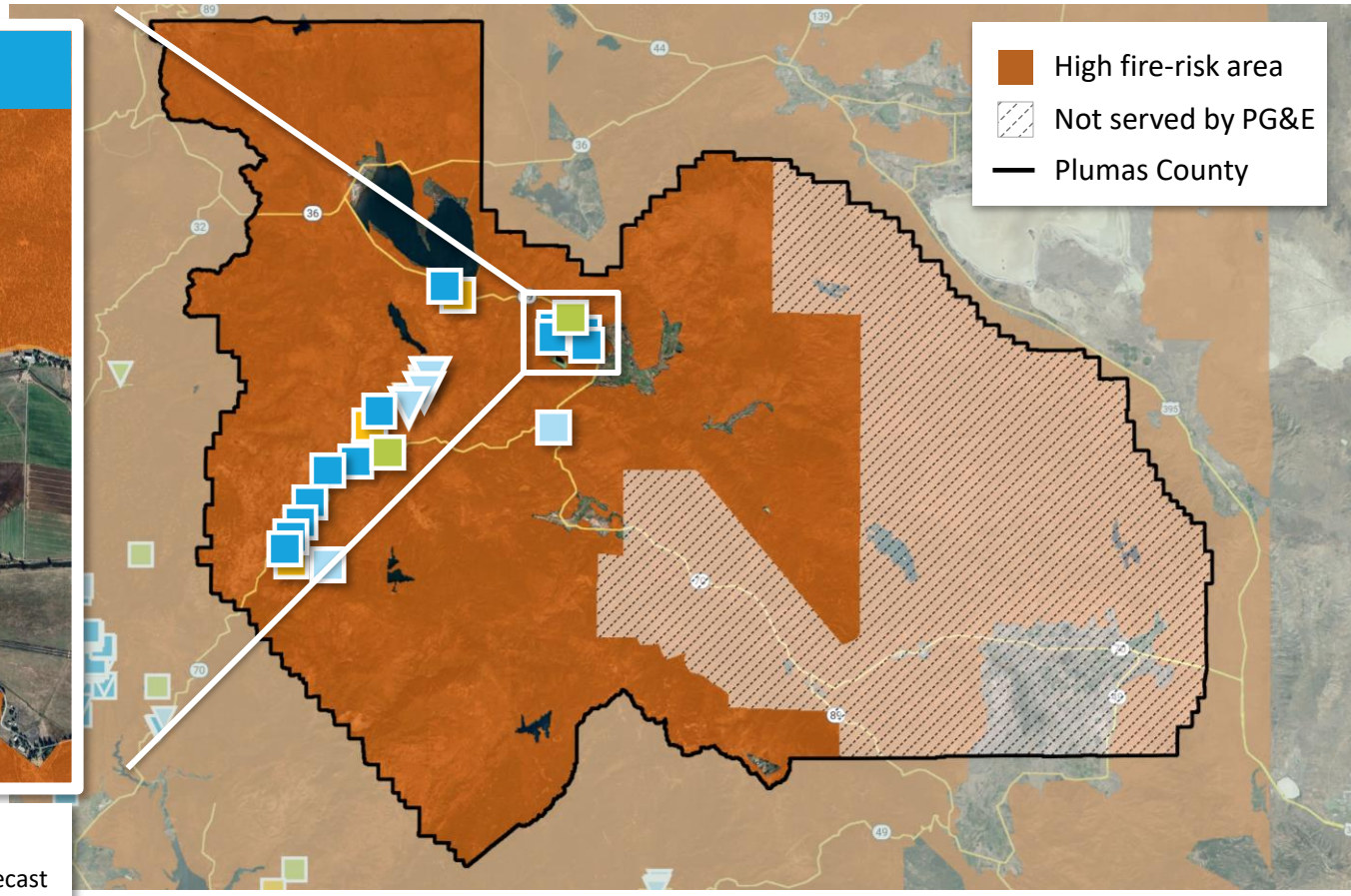
Plumas County Forecast Work: Greenville

About 5 miles of Dixie Fire Wildfire Rebuild Work in 2025





MAP LEGEND*

- 2025 Undergrounding Forecast
- 2025 Line Removal Forecast
- 2025 Combination Hardening Forecast

**Combination Hardening includes Undergrounding and associated Strengthened Power Poles and Covered Powerlines and/or Line Removal mileage.*

Data as of 1/13/25. This map is for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years. Mileage represents projects that will be energized in a given year. Construction for a project may begin before the year of energization and final property and road restoration work may occur after the year of energization.

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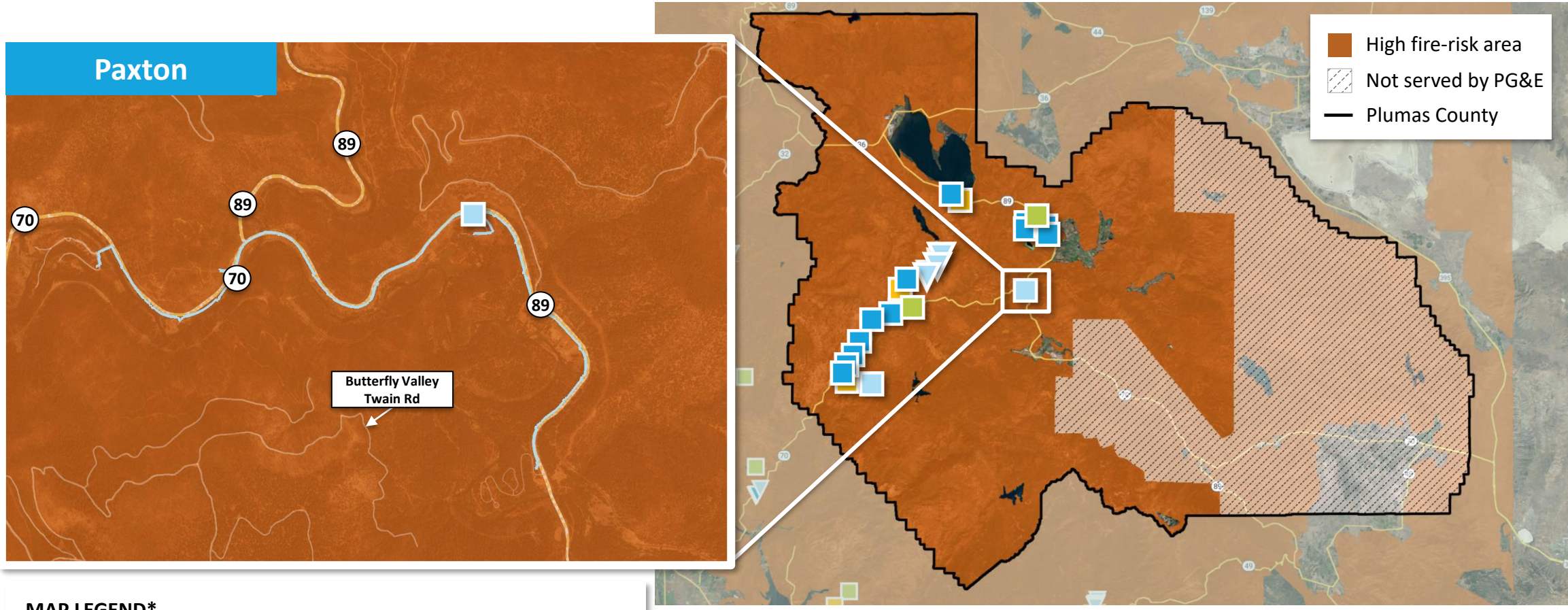
Plumas County Forecast Work: Paxton

*About 1 mile of Dixie Fire Rebuild Work **completed** in 2025*



MAP LEGEND*

2025 Combination Hardening Forecast

**Combination Hardening includes Undergrounding and associated Strengthened Power Poles and Covered Powerlines and/or Line Removal mileage.*

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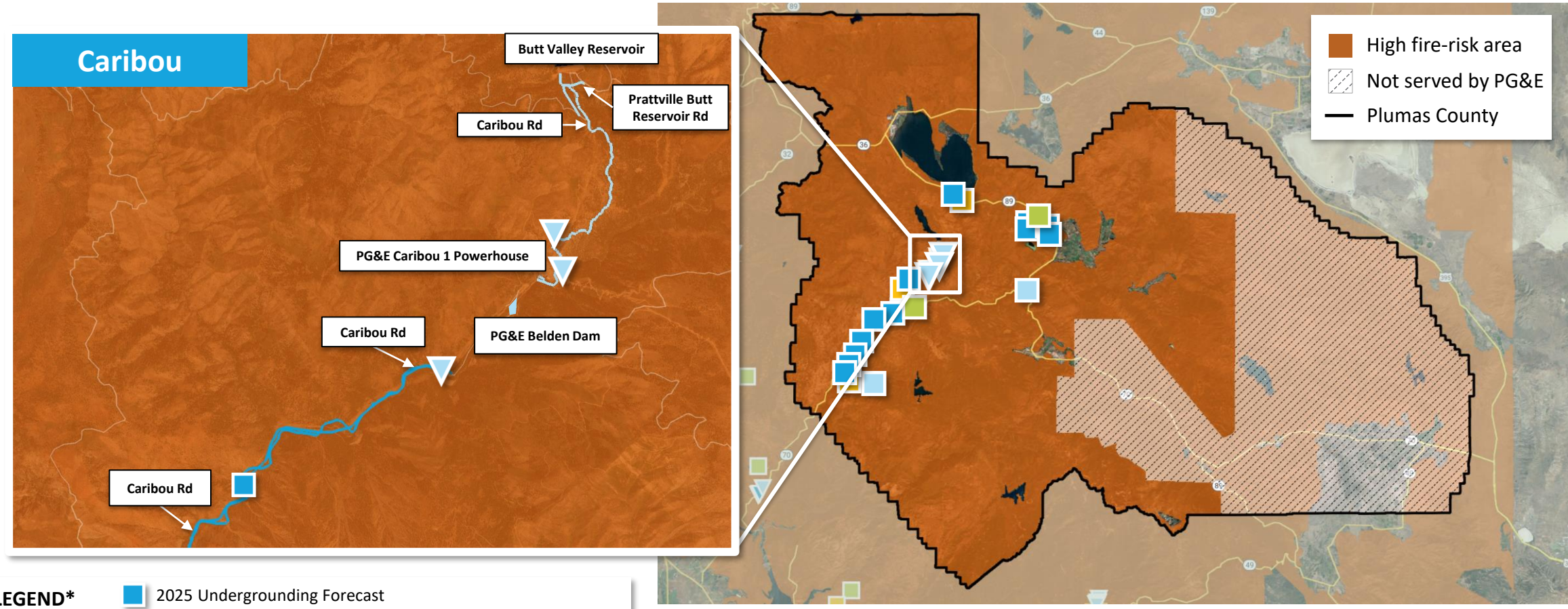
Plumas County Forecast Work: Caribou

7 miles of Wildfire Safety Work in 2025; 3 miles of Wildfire Safety Work in 2026



MAP LEGEND*

- 2025 Undergrounding Forecast
- 2026 Undergrounding Forecast
- 2026 Combination Hardening Forecast

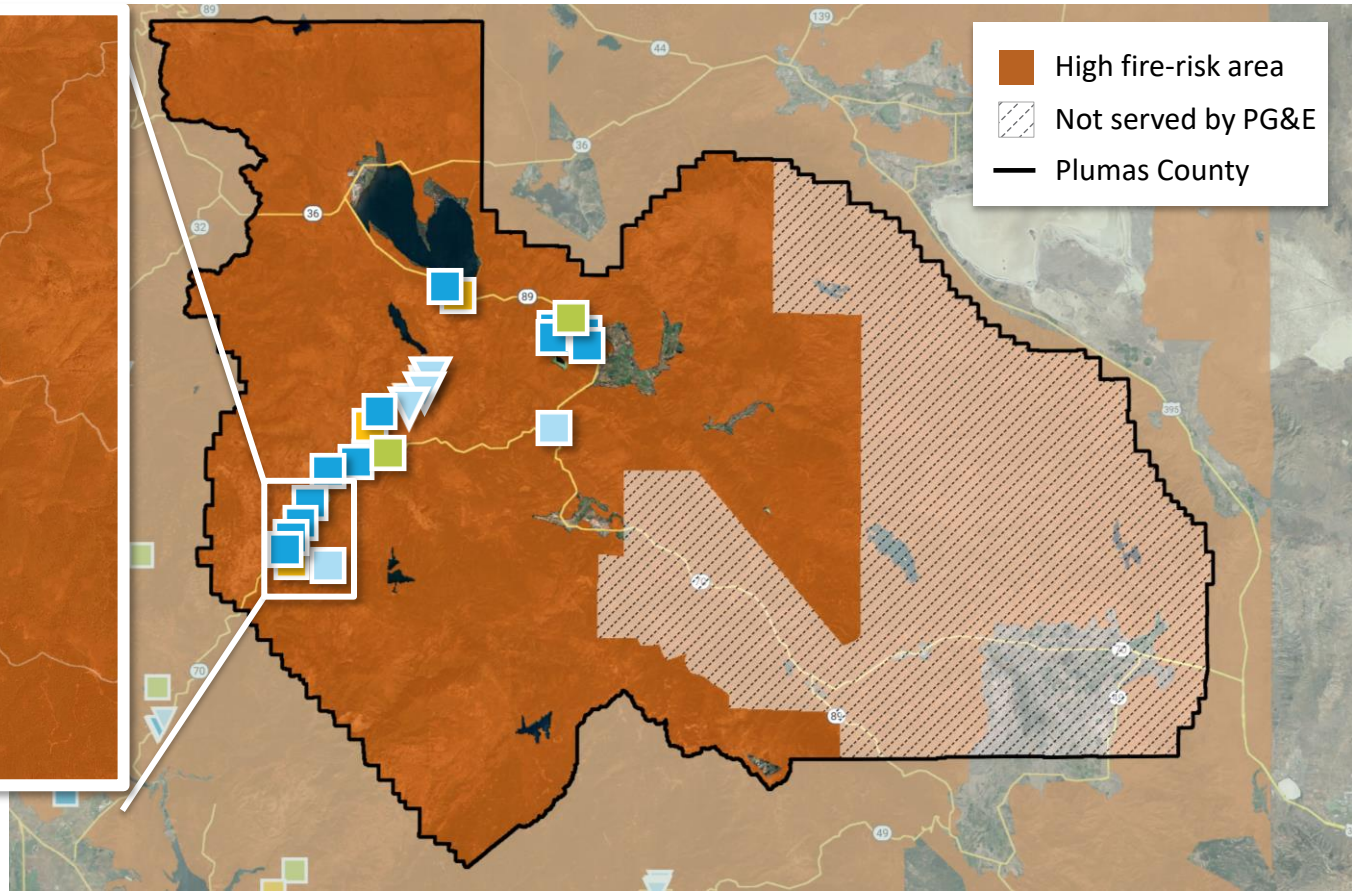
**Combination Hardening includes Undergrounding and associated Strengthened Power Poles and Covered Powerlines and/or Line Removal mileage.*

Data as of 1/13/25. This map is for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years. Mileage represents projects that will be energized in a given year. Construction for a project may begin before the year of energization and final property and road restoration work may occur after the year of energization.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Plumas County Forecast Work: Tobin

*2 miles of Wildfire Safety Work **completed** in 2025*



MAP LEGEND*

- 2025 Undergrounding Forecast
- 2025 Combination Hardening Forecast
- 2025 Strengthened Poles and Covered Lines Forecast

**Combination Hardening includes Undergrounding and associated Strengthened Power Poles and Covered Powerlines and/or Line Removal mileage.*

Data as of 1/13/25. This map is for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years. Mileage represents projects that will be energized in a given year. Construction for a project may begin before the year of energization and final property and road restoration work may occur after the year of energization.

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Plumas County – Summary *(As of April 9, 2025)*

Belden: Completed.
Chester: Completed pole strengthening and covered powerline work. Rule 20A project, 300 feet, in 2028.
Canyondam: 1 mile in 2025.
Caribou: 7 miles in 2025; 3 miles in 2026.
Greenville: 5 miles in 2025.
Havens to Rogers Flat: Completed.
Indian Falls: Completed.
Keddie: Completed. Road restoration when temperatures allow for prior years work.
Paxton: 1 mile completed in 2025. Road restoration when temperatures allow.
Rich Bar: Working with stakeholders for remote grid to serve the Rich Bar area.
Tobin: 2 miles completed in 2025. Road restoration when temperatures allow.
Virgilia: Completed.

Undergrounding and Wildfire Safety Resources

LEARN MORE

pge.com/undergrounding

Questions?

To learn more, visit pge.com/undergrounding.

Call 1-877-265-1399 or email wildfiresafety@pge.com.

Financial Assistance Programs and Additional Resources

Savings Programs for Income-Qualified Customers

CARE and FERA are PG&E discount programs that help eligible customers pay their energy bills. Over 1.4 million customers receive a discount through these two programs.

California Alternate Rates for Energy Program (CARE)

- Provides a monthly discount of 20% or more on gas and electricity
- Participants qualify through income guidelines or if enrolled in certain public assistance programs

Family Electric Rate Assistance Program (FERA)

- Provides a monthly discount of 18% on electricity only
- Must be a household with three or more people that meets qualifying income guidelines

Customers can **verify if they are eligible** by completing the online CARE/FERA enrollment form at **pge.com/care**.

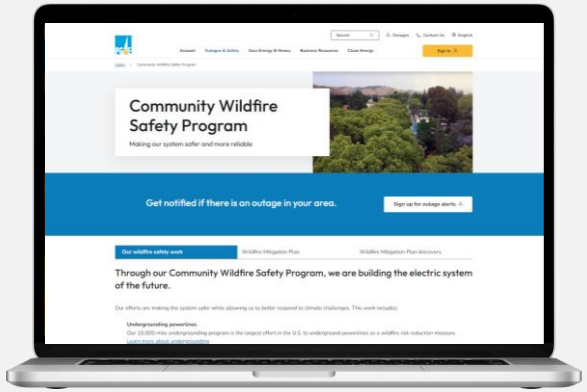
Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Financial Assistance Programs

CARE and FERA Programs Discount programs that help eligible customers pay their energy bills	pge.com/carefera
Energy Savings Assistance Program Provides qualified customers with free energy-saving home improvements	pge.com/esa
Budget Billing Program Keeps monthly payments predictable and reduces spikes in energy bills	pge.com/budgetbilling
Payment Arrangement Plan Available to all residential customers to help manage temporary financial strains	pge.com/paymentarrangement
Medical Baseline Program Support customers who depend on power for certain medical needs	pge.com/medicalbaseline
Low-Income Home Energy Assistance Program Federally funded program provides financial assistance to help with eligible household energy costs	pge.com/LIHEAP

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

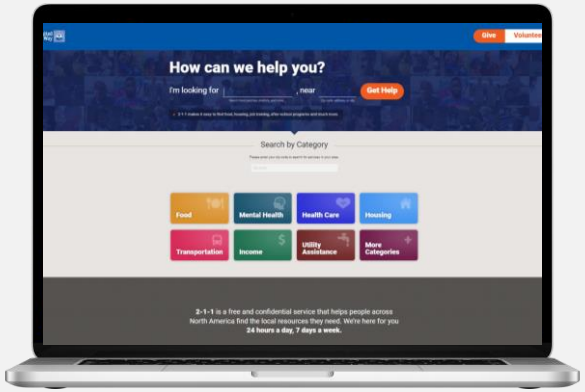
Additional Resources



Wildfire Safety

Information on wildfire prevention efforts

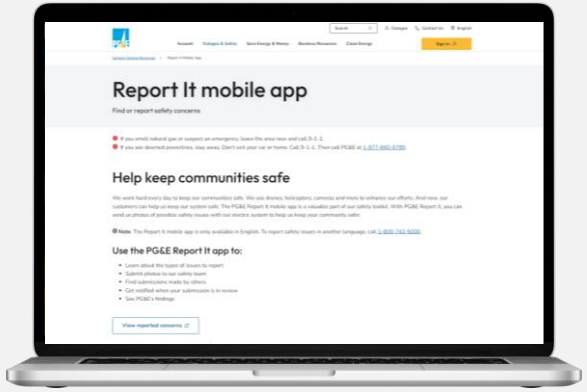
pge.com/wildfiresafety



California 211 Providers Network

Free and confidential support and resources via calls or texts to 211

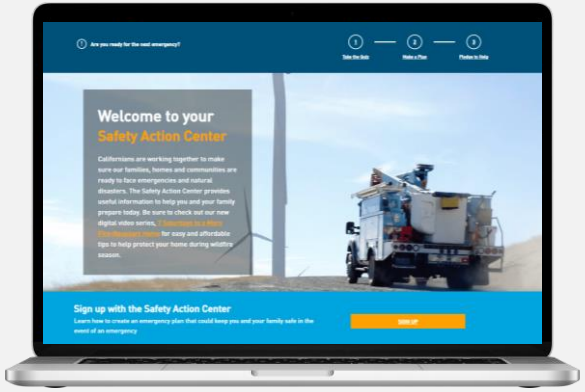
211ca.org



Report It App

Submit photos of non-emergency potential safety concerns

pge.com/reportit



Safety Action Center

Create an emergency safety plan to keep you and your family safe

safetyactioncenter.pge.com

Dedicated wildfire safety contacts: Hotline: 1-866-743-6589 | Email: **wildfiresafety@pge.com**

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Thank You

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Jennifer Langston, Chief Code Enforcement Officer**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**TIME CERTAIN: 11:00a.m.** **APPEAL HEARING: Request for Appeal Hearing of Administrative Citation. A request for appeal was received on February 25, 2025, filed by David Elwood (APN-116-272-004-000,116-272-005-000).**

Recommendation:
TIME CERTAIN: 11:00a.m.

APPEAL HEARING: Request for Appeal Hearing of Administrative Citation. A request for appeal was received on February 25, 2025, filed by David Elwood (APN-116-272-004-000,116-272-005-000).

Background and Discussion:

.

Action:

TIME CERTAIN: 11:00a.m.

APPEAL HEARING: Request for Appeal Hearing of Administrative Citation. A request for appeal was received on February 25, 2025, filed by David Elwood (APN-116-272-004-000,116-272-005-000).

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Public Notice - Ellwood, David APN 116-272-004-000 03302025
2. Elwood Redacted 04022025
3. Packet_Redacted
4. Power point appeal hearing

OFFICE OF THE
BOARD OF SUPERVISORS
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone:(530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTIRCT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

March 30, 2025

NOTICE OF HEARING

Re: Notice of David Ellwood notice of hearing on Appeal of Administrative Citations (25-00019, 25-00020) Re: (APN 116-272-004-000, 116-272-005-000) Pursuant to Section 1-8.07 of the Plumas County Code

Notice is hereby given that the Request for Appeal Hearing of Administrative Citations received February 25, 2025, by David Ellwood is hereby set for April 15, 2025, at 11:00 am in the Board of Supervisors' Chamber, 520 Main Street, Room 308, Quincy, California.

Please publish on March 30, 2025

OFFICE OF THE
BOARD OF
SUPERVISORS
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone:(530) 283-6170

ALLEN HISKEY
Clerk of the Board of Supervisors

pcbs@countyofplumas.com

March 28, 2025

David Ellwood
[redacted]

Re: Appeal of the Administrative Citations (25-00019, 25-00020) Re: APN #116-272-004-000, 116-272-005-000
Appeal Filed with the Clerk of the Board on February 25, 2025
Appeal Hearing Date Set for April 15, 2025

Dear Mr. Ellwood,

Your appeal to the Board of Supervisors (Board) meets the Plumas County Code requirements for filing and fees (Section 1-8.06 & 1-8.07)

An appeal hearing set before the Board pursuant to Plumas County Code § 1-8.09 (b) states " A hearing before the hearing officer shall be set for a date not less than fifteen (15) days and not more than sixty (60) days from the date of the filing of the request for a hearing in accordance with the provisions of this chapter".

The appeal hearing date has been set for April 15, 2025, at 11:00am, in the Board of Supervisors Chambers, Room 309, Plumas County Courthouse, 520 Main Street, Quincy, California.

Refer to Plumas County Code § 1-8.09 for the hearing procedures.

Per Plumas County Code § 1-8.10, within ten (10) days following the conclusion of the hearing, the Board shall render its appeal decision. The recipient of the Administrative Citation shall be served with a copy of the hearing officer's written decision by First Class Mail. (&1, Ord. 10-1075, adopted August 10, 2010)

Sincerely,

Allen Hiskey
Clerk of the Board of Supervisors
County of Plumas

Planning & Building Services
Code Enforcement Office

555 Main Street, Quincy, CA 95971
(530) 283-7002

Case Report for Appeal Hearing

Location of Violation: 235 & 249 Fourth Street, Quincy CA

Citation No: 25-00019 & 25-00020 **APN:** 116-272-004-000 & 116-272-005-000

Property Owner Name: Charles M Ellwood Trustee C/O David Ellwood

Date: Friday, March 28, 2025

Reporting Officer Jennifer Langston CCEO #C45666093

Subject Properties:

- 235 Fourth Street, Quincy, CA, APN: 116-272-004-000
- 249 Fourth Street, Quincy, CA, APN: 116-272-005-000

Summary of Complaints: The Office of Code Enforcement received five Investigative Service Request Forms (Complaint Forms) regarding the properties located at 235 and 249 Fourth Street, Quincy, CA. These complaints raised concerns about various issues, including:

- Camping in travel trailers.
- Hazardous materials, solid waste, and junkyards.
- Abandoned, wrecked, dismantled vehicles and auto parts.
- Individuals, including children, living in tents and unsafe dwellings.
- Additional complaints included drug activity, speeding, homeless individuals, unattended children, rodents, and structural issues such as a collapsing roof.

Ownership Details: An affidavit death of CO-Trustee dated February 11, 2008, indicated ownership under *The Charles and Lorna Ellwood Family Trust*. Trustees listed include David C. Ellwood, Melanie L. Eccles, and Michael G. Ellwood. Records confirm the deaths of Charles M. Ellwood, Lorna E. Ellwood, Michael G. Ellwood, and most recently Melanie L. Eccles in Spring 2024.

Currently, **David C. Ellwood** is named the trustee, [redacted]

Tax Roll Details:

- **235 Fourth Street:** Lot 8 Blk 2 Mansell Subdivision; Garage building size: 960 sq. ft.
- **249 Fourth Street:** Lot 7 Blk 2 Mansell Subdivision; Single-family residence, 929 sq. ft., built 1954, 2 bedrooms, 1 bathroom, attached garage.

Signature: _____ Date: _____

Initial Inspection and Violations: On July 11, 2022, I conducted an initial inspection of the properties. From the roadway and public right-of-way, I observed the following violations:

1. **Plumas County Code 9-2.405(a):** Camping in a Prime Opportunity Area.
2. **Plumas County Code 5-8.01:** Abandoned, Wrecked, dismantled, or Excess Inoperable Vehicles.
3. **Plumas County Code 6-10.103(a):** Depositing solid waste, littering
4. **374.4(a) PC:** Littering or cause to be littered on private property.
5. **373(a) PC:** Every person who maintains, permits or allows a public nuisance to exist upon his or her property or premises.

Several meetings and correspondence with Melanie Eccles and Jacky Madarang were held to address these violations and establish a compliance plan. Despite initial progress, communication ceased, and limited improvements were observed.

Compliance Efforts and Enforcement Actions: To assist the property owners in achieving compliance, the following actions were taken:

- **December 20, 2022:** Citation warning issued to David C. Ellwood.
- **February 6, 2023:** Received an email apologizing for the delay in communication.
- **April 3, 2023:** Sent an email to Jacky Madarang requesting an update, but no response was received.
- **The 5th wheel was removed,** and it appeared all camping within the Prime Opportunity zone was resolved, however the office was still receiving reports of individuals living in the camper parked in the carport.
- **September 20, 2023:** A second citation warning was issued.
- **October 31, 2023:** An administrative citation for $100.00 was issued.
- **December 8, 2023:** An administrative citation for $500.00 was issued.

In collaboration with Melanie L. Eccles, an **action plan requiring continuous bi-weekly progress reports** was agreed upon to monitor and ensure progress toward resolving the violations. Regular updates were received until February 23, 2024, after which communication ceased following Melanie Eccles' passing in Spring 2024. Shannon Eccles later submitted duplicate emails, but all communication stopped entirely after May 13, 2024.

Further Enforcement Actions: Due to the lack of progress, further citations were issued as follows:

- December 9, 2024: $100.00.
- January 15, 2025: $500.00.
- February 5, 2025: $1,000.00.
- February 18, 2025: $1,000.00.

Signature: _____ Date: _____

Planning & Building Services
Code Enforcement Office

555 Main Street, Quincy, CA 95971
(530) 283-7002

Final Inspection: On February 18, 2025, at 0900 hours, I conducted a drive-by inspection of the properties. The following violations were observed:

- Accumulations of solid waste, including scrap metal, wood, debris, and rubbish.
- Wrecked and inoperable vehicles and parts thereof.

Current Violations:

Plumas County Code 5-8.01 - Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles

Findings and determinations.

In addition to and in accordance with the determination made and the authority granted by the State pursuant to the provisions of Section 22660 of the Vehicle Code of the State to remove abandoned, wrecked, dismantled, or inoperative vehicles, or parts thereof, as public nuisances, the Board hereby makes the following findings and declarations:

The accumulation and storage of abandoned, wrecked, dismantled, or excess inoperable vehicles, or parts thereof, on private or public property, is hereby found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects, and to be injurious to the health, safety, and general welfare. Therefore, the presence of an abandoned, wrecked, dismantled, or excess inoperable vehicle, or parts thereof, on private or public property, except as expressly permitted by the provisions of this chapter or the provisions of Chapter 2, of Title 9, is hereby declared to constitute a public nuisance which may be abated as such in accordance with the provisions of this chapter.

Plumas County Code 6-10.103(a) - Depositing solid waste; littering.

(a) No owner or occupant shall abandon, dump, bury, or otherwise dispose of any solid waste or allow any other person to dispose of solid waste upon premises other than a County-designated ultimate disposal site or transfer station site during the site's business hours; provided, however, that:

(1) Building materials may be kept on premises during a period of active construction, reconstruction, or repair of a building or structure thereon under a valid building permit; and

(2) Wood may be kept neatly piled upon premises for household use; and

(3) Residential (household) solid waste may be composted in a manner approved by the Plumas County Department of Environmental Health.

Signature: _____ Date: _____

(4) Clean recyclable materials may be stored on the premises, provided storage of same does not create odors, attract vectors or cause other nuisance conditions.

California Penal Code Crimes against the Public Health and Safety 374.4 pc –

(a) It is unlawful to litter or cause to be littered in or upon public or private property. A person, firm, or corporation violating this section is guilty of an infraction.

(b) This section does not restrict a private owner in the use of his or her own property, unless the littering of waste matter on the property creates a public health and safety hazard, a public nuisance, or a fire hazard, as determined by a local health department, local fire department or district providing fire protection services, or the Department of Forestry and Fire Protection, in which case this section applies.

(c) As used in this section, "litter" means the discarding, dropping, or scattering of small quantities of waste matter ordinarily carried on or about the person, including, but not limited to, beverage containers and closures, packaging, wrappers, wastepaper, newspapers, and magazines, in a place other than a place or container for the proper disposal thereof, and including waste matter that escapes or is allowed to escape from a container, receptacle, or package.

(d) A person, firm, or corporation convicted of a violation of this section shall be punished by a mandatory fine of not less than two hundred fifty dollars ($250) nor more than one thousand dollars ($1,000) upon a first conviction, by a mandatory fine of not less than five hundred dollars ($500) nor more than one thousand five hundred dollars ($1,500) upon a second conviction, and by a mandatory fine of not less than seven hundred fifty dollars ($750) nor more than three thousand dollars ($3,000) upon a third or subsequent conviction.

(e) The court may, in addition to the fine imposed upon a conviction, require as a condition of probation, in addition to any other condition of probation, that any person convicted of a violation of this section pick up litter at a time and place within the jurisdiction of the court for not less than eight hours.

Conclusion: Since July 2022, extensive efforts have been made to assist the property owners in achieving compliance. These efforts included multiple meetings, correspondence, compliance plans with bi-weekly updates, and incremental enforcement actions. Despite these measures, the violations remain unresolved, and the properties continue to pose significant risks to public health and safety.

Signature: _____ Date: _____

PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971

voice (530) 283-7002
fax (530) 283-6134
Plumas County Code Enforcement Website

Investigative Service Request Form

(Complaint Form)

Important Note: Complete and accurate information, including complainant's signature, is required. Incomplete or insufficient information may delay or stop this investigation.

Name of Violator: Jason Eccles / owners grandson

Street Address of Violation: 235 & 249 Fourth Street

City/Town: Quincy Assessor's Parcel Number: 116-272-004 & 116-272-005

Complaint Types. Check categories that apply **AND** include written remarks at the bottom

- ☐ Grading or diversion of water flows without permit
- ☐ Building a structure without a permit *(does not apply to a structure exempted from building permit requirements)*
- ☐ Unsafe dwelling, dangerous building
- ☐ Lack of final inspection, using an unfinished or non-approved building
- ☐ Other dangerous or unpermitted construction without permits (specify)

- ☐ Two or more dwelling units in single-family zoning
- ☐ Home occupation – commercial uses in a residential zoning district
- ☐ Non-compliance with commercial site plan
- ☐ Living in a travel trailer
- ☐ Site development, setback violations *(easement issues are considered civil matters-not enforced by Code Enforcement)*
- ☐ Other zoning or planning violation (explain below)
  (NOTE: CC&R requirements are civil matters-not enforced by Code Enforcement)
- ☐ Septic system, none present or surfacing (circle one)
- ☐ Water well violations, lack of water, or maintenance required that endangers water potability
- ☒ Solid waste accumulation, trash, and items that attract rodents or insects on private property
- ☐ Health related – restaurants, food outlets, public pools, and consumer protection issues
- ☐ Hazardous materials – material spills, toxic storage, underground tanks

- ☒ Abandoned, wrecked, dismantled autos and parts on private property
- ☒ Junkyard, auto dismantling, or accumulation of other material for storage and/or sale
- ☐ Other

DESCRIBE THE VIOLATION: (Specific details **required.** Use separate sheet(s) if necessary)

Broken down and abandoned vehicles, trash around house and trailer, constant visitors that speed down the street and dont use stop signs.

The use of vulgar language and speeding visitors makes me feel uncomfortable to take my children outside as I own a licensed childcare home.

The "trashy" area makes our beautiful neighborhood look bad.

Thank you!

Records of complaints are considered "acquired in confidence" consistent with Section 1040 of the Evidence Code and Section 6254 of the Government Code.

(X) **I request that my identity as complainant be kept confidential. In submitting this complaint, I understand that the County or a court may determine that the disclosure of my name as the person filing this complaint or that the release of this form to the public is legally required.**

( ) **I do not request that my identity as the complainant be kept confidential.**

***Reporting Party's Name:** [redacted]

***Mailing Address:** [redacted]

Physical Address:

***Phone:** [redacted] **Alternate Phone:**

Email Address: [redacted]

***Signature:** [redacted] ***Date:** 9.21.23

* denotes requi[redacted] be processed without this information

PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971

voice (530) 283-7002
fax (530) 283-6134
www.plumascounty.us

Investigative Service Request Form

(Complaint Form)

Important Note: Complete and accurate information, including complainant's signature, is required. Incomplete or insufficient information may delay or stop this investigation.

Name of Violator: I think the property is in a Trust Jason Eccles Grandson lives in Trailer (Melanie Eccles is daughter in Trust.)

Street Address of Violation: 249 4th Street

City/Town: Quincy Assessor's Parcel Number: _____

Complaint Types. Check categories that apply **AND** include written remarks at the bottom

- ☐ Grading or diversion of water flows without permit
- ☐ Building a structure without a permit *(does not apply to a structure exempted from building permit requirements)*
- ☐ Unsafe dwelling, dangerous building
- ☐ Lack of final inspection, using an unfinished or non-approved building
- ☐ Other dangerous or unpermitted construction without permits (specify)

- ☐ Two or more dwelling units in single-family zoning
- ☐ Home occupation – commercial uses in a residential zoning district
- ☐ Non-compliance with commercial site plan
- ☒ Living in a travel trailer
- ☐ Site development, setback violations *(easement issues are considered civil matters-not enforced by Code Enforcement)*
- ☐ Other zoning or planning violation (explain below)
  (NOTE: CC&R requirements are civil matters-not enforced by Code Enforcement)

- ☐ Septic system, none present or surfacing (circle one)
- ☐ Water well violations, lack of water, or maintenance required that endangers water potability
- ☒ Solid waste accumulation, trash, and items that attract rodents or insects on private property
- ☐ Health related – restaurants, food outlets, public pools, and consumer protection issues
- ☐ Hazardous materials – material spills, toxic storage, underground tanks

- ☐ Abandoned, wrecked, dismantled autos and parts on private property
- ☐ Junkyard, auto dismantling, or accumulation of other material for storage and/or sale
- ☐ Other

RECEIVED
JUL 21 2022
BY:

DESCRIBE THE VIOLATION: (Specific details **required.** Use separate sheet(s) if necessary)

There is a 5th wheel trailer on the Property. It has been there 2+ years. People live in it full time. I Don't know if it is hooked up to sewer. The trailer has not been moved since it was put there. Many different young people come and go. They have a tent in the front yard that has been up for several months. People live in it. They have made another dwelling out of Tarps under the Overhang of the 5th Wheel 3 people are living in it. When they come out of that Tent or Tarp Room in the morning they Urinate in the frontyard. We don't know where they are pooping. There is a house on the property but they don't have access to the house and no one lives in the house. There is junk all over the property many cars that Don't run. Trash seems to be piling up. We have been having alot more skunks and racoons and I think they are living in all the junk piles on this property. I am just concerned for the health and safety of the people living on this property and our heath with all the Jurine and feces they are depositing on the property. Any help you can give would be greatly Appreciated

Records of complaints are considered "acquired in confidence" consistent with Section 1040 of the Evidence Code and Section 6254 of the Government Code.

☒ **I request that my identity as complainant be kept confidential. In submitting this complaint, I understand that the County or a court may determine that the disclosure of my name as the person filing this complaint or that the release of this form to the public is legally required.**

☐ **I do not request that my identity as the complainant be kept confidential.**

* Reporting Party's Name: [redacted]

* Mailing Address: [redacted]

Physical Address: [redacted]

* Phone: [redacted] Alternate Phone: [redacted]

Email address: [redacted]

* Signatur[redacted] * Date 7-21-22

* denotes required information – complaint cannot be processed without this information

PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971

voice (530) 283-7002
fax (530) 283-6134
www.plumascounty.us

Investigative Service Request Form

(Complaint Form)

Important Note: Complete and accurate information, including complainant's signature, is required. Incomplete or insufficient information may delay or stop this investigation.

Name of Violator: Ellwood, Charles; deceased of a few years ago whom our inherited property

Street Address of Violation: 235 & 249 4th St East Quincy

City/Town: Quincy CA Assessor's Parcel Number: 116-272-004 & 116-272-005

Complaint Types. Check categories that apply **AND** include written remarks at the bottom

- ☐ Grading or diversion of water flows without permit
- ☐ Building a structure without a permit *(does not apply to a structure exempted from building permit requirements)*
- ☐ Unsafe dwelling, dangerous building
- ☐ Lack of final inspection, using an unfinished or non-approved building
- ☐ Other dangerous or unpermitted construction without permits (specify)

- ☐ Two or more dwelling units in single-family zoning
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- ☑ Abandoned, wrecked, dismantled autos and parts on private property
- ☑ Junkyard, auto dismantling, or accumulation of other material for storage and/or sale
- ☑ Other

People including children living on property in tents etc.

RECEIVED
JUL 21 2022
BY:

DESCRIBE THE VIOLATION: (Specific details **required.** Use separate sheet(s) if necessary)

Men, Women, Teenagers & youngsters living on property in 5th wheel, (et was moved onto property before COVID) in tents, and apparently in blue tarp covered area to around front of 5th wheel. At least 5 unoperated vehicles parked in front of big storage building as well as large yellow piece of heavy equipment. Kids playing on it. 2 abandoned very old trailers one on each side of lg. building with piles of junk, plastic bags etc in front of them. No here are toilet facilities for all these people. Males are peeing out in open by the yard. Back yard is filled with junk including dog kennels and containers used for fuels.

5th wheel was moved onto property after Mr. Elwood's death. property was left to his children. Grandson Jason lives in 5th wheel with his lady friend. She may be registered owner of 5th wheel.

& Mr. Elwood's

Records of complaints are considered "acquired in confidence" consistent with Section 1040 of the Evidence Code and Section 6254 of the Government Code.

☒ **I request that my identity as complainant be kept confidential. In submitting this complaint, I understand that the County or a court may determine that the disclosure of my name as the person filing this complaint or that the release of this form to the public is legally required.**

☐ **I do not request that my identity as the complainant be kept confidential.**

* Reporting Party's Name: [redacted]

* Mailing Address: [redacted]

Physical Address: [redacted]

* Phone: [redacted] Alternate Phone: _____

Email address: [redacted]

* Signature [redacted] * Date 7/18/22

* denotes required information – complaint cannot be processed without this information

PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971

voice (530) 283-7002
fax (530) 283-6134
www.plumascounty.us

Investigative Service Request Form

(Complaint Form)

Important Note: Complete and accurate information, including complainant's signature, is required. Incomplete or insufficient information may delay or stop this investigation.

Name of Violator: HOMEOWER DECEASED - CHARLES ELLWOOD

Street Address of Violation: 235 & 249 FOURTH STREET

City/Town: EAST QUINCY Assessor's Parcel Number: 116-272-004 & 116-272-005

Complaint Types. Check categories that apply **AND** include written remarks at the bottom

- ☐ Grading or diversion of water flows without permit
- ☐ Building a structure without a permit *(does not apply to a structure exempted from building permit requirements)*
- ☒ Unsafe dwelling, dangerous building
- ☐ Lack of final inspection, using an unfinished or non-approved building
- ☐ Other dangerous or unpermitted construction without permits (specify)

- ☐ Two or more dwelling units in single-family zoning
- ☐ Home occupation – commercial uses in a residential zoning district
- ☐ Non-compliance with commercial site plan
- ☒ Living in a travel trailer
- ☐ Site development, setback violations *(easement issues are considered civil matters-not enforced by Code Enforcement)*
- ☐ Other zoning or planning violation (explain below)
  (NOTE: CC&R requirements are civil matters-not enforced by Code Enforcement)
- ☐ Septic system, none present or surfacing (circle one)
- ☐ Water well violations, lack of water, or maintenance required that endangers water potability
- ☒ Solid waste accumulation, trash, and items that attract rodents or insects on private property
- ☐ Health related – restaurants, food outlets, public pools, and consumer protection issues
- ☐ Hazardous materials – material spills, toxic storage, underground tanks

- ☒ Abandoned, wrecked, dismantled autos and parts on private property
- ☒ Junkyard, auto dismantling, or accumulation of other material for storage and/or sale
- ☒ Other

See Attached.

DESCRIBE THE VIOLATION: (Specific details **required.** Use separate sheet(s) if necessary)

See attached

Records of complaints are considered "acquired in confidence" consistent with Section 1040 of the Evidence Code and Section 6254 of the Government Code.

☒ **I request that my identity as complainant be kept confidential. In submitting this complaint, I understand that the County or a court may determine that the disclosure of my name as the person filing this complaint or that the release of this form to the public is legally required.**

☐ **I do not request that my identity as the complainant be kept confidential.**

* Reporting Party's Name: [redacted]

* Mailing Address: [redacted]

Physical Address: [redacted]

* Phone: [redacted] Alternate Phone: [redacted]

Email address: [redacted]

* Signature: [redacted] * Date 6/24/22

* denotes required information – complaint cannot be processed without this information

Code Enforcement Complaint

APN(s): 116-272-004 and 116-272-005
Property Location: 235 and 249 Fourth Street, East Quincy

Trash/Debris/Junk/Inoperable Vehicles

Both parcels have an exorbitant accumulation of junk, trash and debris. There are car parts, scrap metal, old backhoe/end-loader, car trailers, old camper. Multiple neighbors reporting debris including old furniture and other stuff being hauled in to property on a regular basis and being dumped in the back of property. Multiple inoperable vehicles in the front and backyard of both parcels.

Property is neglected. Skunks, rodents, and other problem animals and insects problems. Aerial imagery from several years back show the debris, trash, and junk on property.

Non approved business

Broken bicycles and bicycle parts strewed out in front yard – neighbor reports a bicycle repair business being conducted.

Illegal camping in a residential zone

Camping illegally in 5th wheel. Deceased owner's grandson, Jason Eccles, camping in 5th wheel. One neighbor reported that he was told that the grandson is not allowed inside of the house, so he is camping outside. Spoke to local sheriff, who advised when they were called out to the property regarding a fight and noticed the living conditions were deplorable. Tents and other campers camping on a regular basis - revolving. Camping has been occurring on parcels since death of property owner, Charles Ellwood, several years back. Unsure of where sanitary waste is going. If water and waste is hooked up to home – dumping is not allowed per AVCSD without their approval and set-up.

Property Owner's home not occupied since death.

Unsafe Dwelling

Hoarder home. Debris and trash built up inside of residence

Nuisance/Noise/Other

Increased traffic and noise from property occupants; campers doing business in residential area (bicycle repair, and possible drug trafficking due to posts on Facebook). Fights with Sheriff called in; vehicle and motorcycle racing; loud music.

Websites posting from JASON ECCLES:

https://www.localcrimenews.com/welcome/detail/53878794/jason-a-eccles-arrest.html

https://www.localcrimenews.com/welcome/searchArrests?firstname=jason&lastname=eccles&city=quincy

https://www.tiktok.com/@jaeccles86

https://www.facebook.com/JAEccles420

(old account) https://www.facebook.com/JAECCLES6891

7:40

jason eccles

All Posts People Groups Photos Video

Jason Eccles
Oct 14, 2021 ·

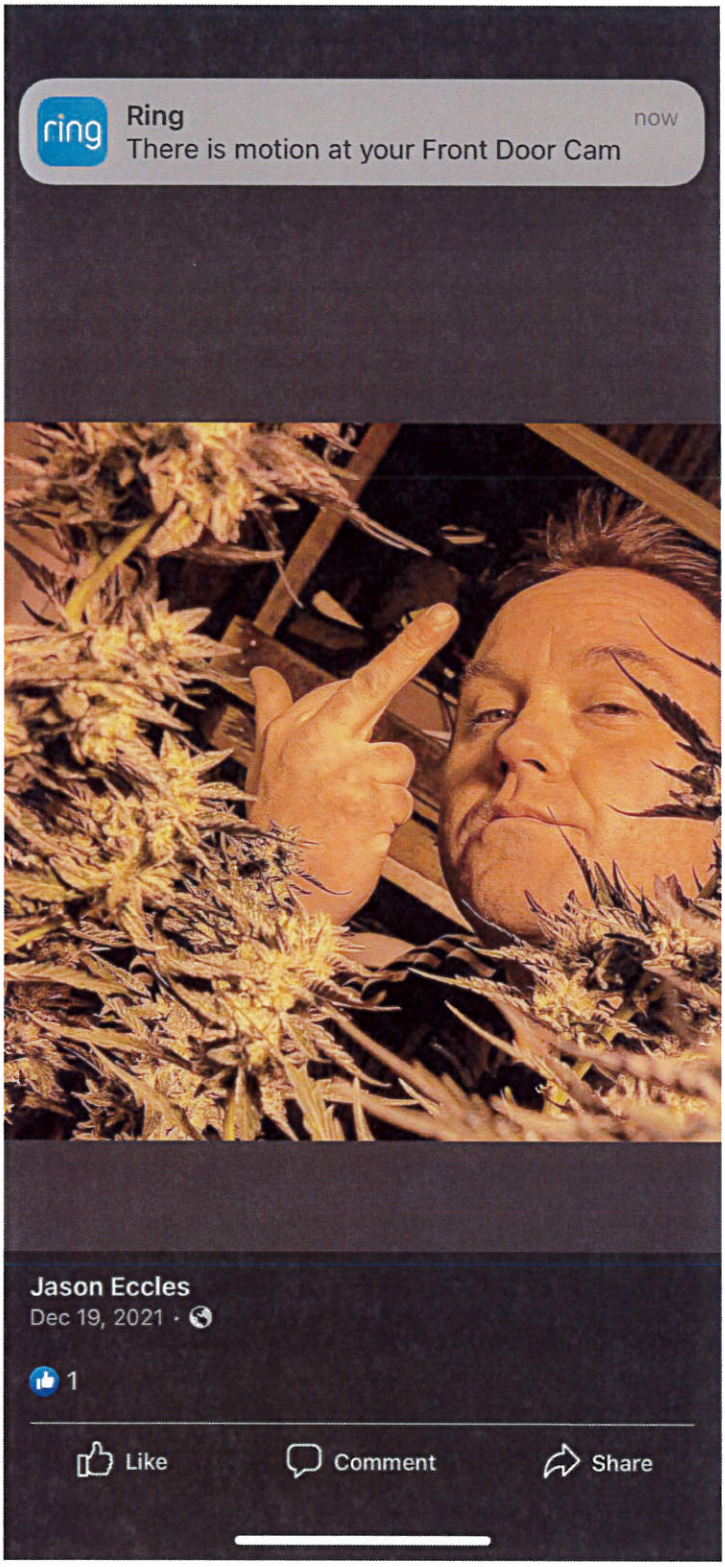
You develope a certain bond with things an usually never wanna see them go.....But knowing that this ending will benefit your life makes it all worth it.... I LOVE WEED!!!!!!!!!

18

Like Comment Share

Jason Eccles

Home News Marketplace Groups Notifications Menu


ring
Ring
now
There is motion at your Front Door Cam
Jason Eccles
Dec 19, 2021 ·
1
Like
Comment
Share

205 of 243
Jason Eccles
Mar 10, 2021 ·
Like
Comment
Share
Shot on OnePlus
By Jason Eccles

12:45

Jason Eccles

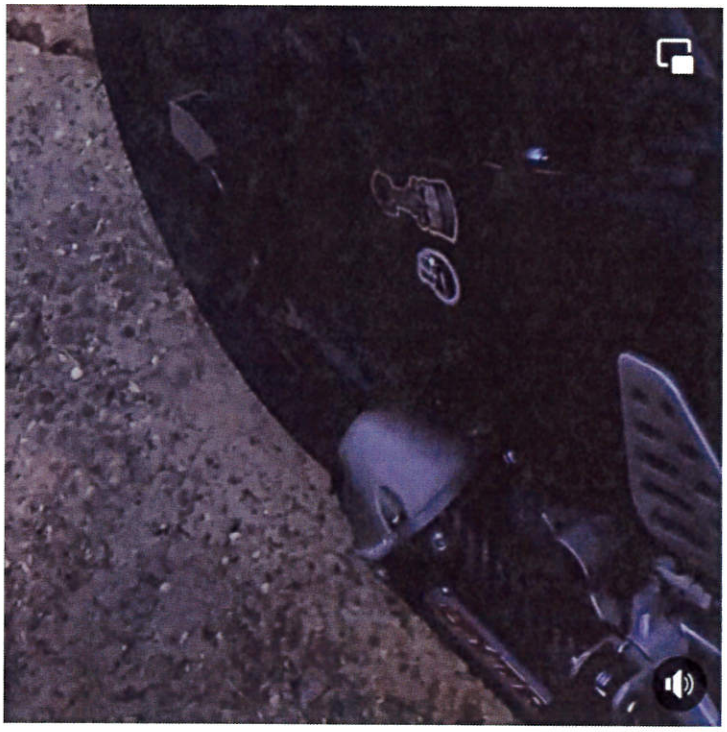
7 3 comments

Like Comment Share

Jason Eccles is in **East Quincy, California.**

Apr 28 ·

Can you keep the noise down??? I sure can



4 44 views

Like Comment Share

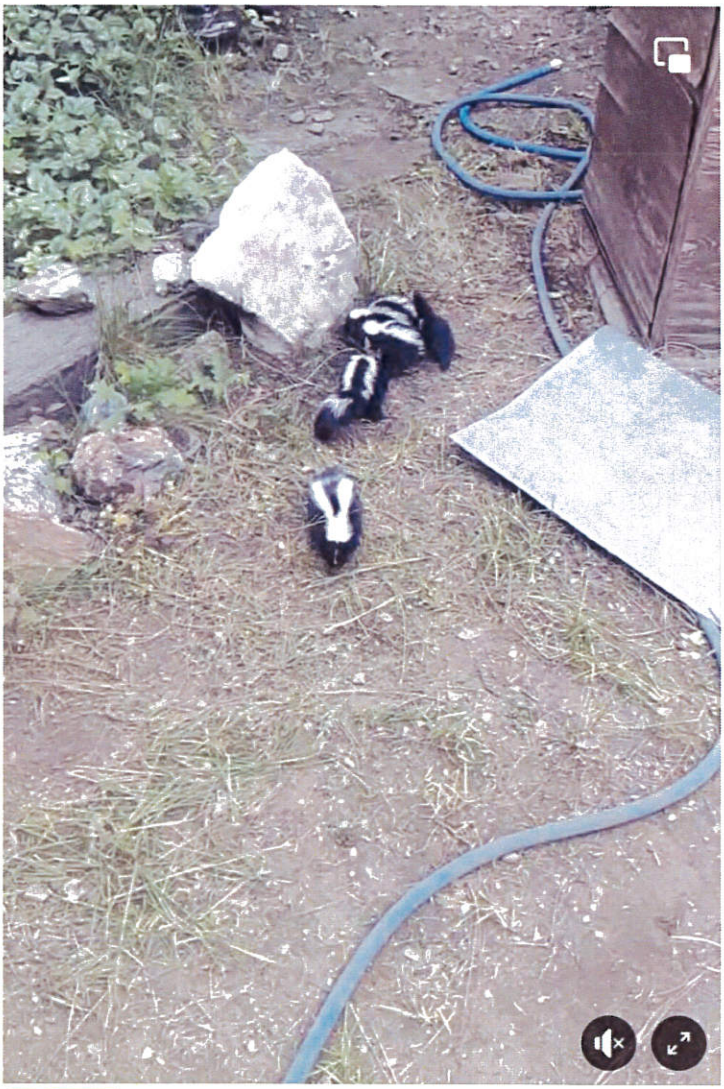
Home News Marketplace Groups Notifications Menu

12:44

Jason Eccles

Jason Eccles was live.

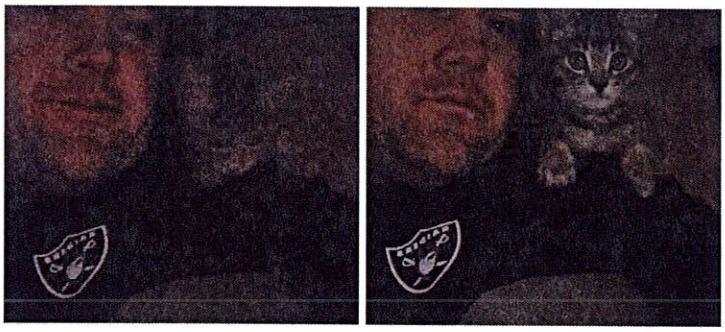
Jun 1 ·



Home | News 4 | Marketplace | Groups | Notifications | Menu

1:24

Jason Eccles



7 6 comments

Like Comment Share

Jason Eccles
Dec 31, 2021 ·

Damn it!!!! I have no fuckin fireworks this year, welp better just improvise with some good ol black powder

4 1 comment

Like Comment Share

Jason Eccles
Dec 27, 2021 ·

🤣🤣🤣🤣🤣

Depressed Alpha Bf · Follow
Dec 23, 2021 ·

Home News Marketplace Groups Notifications Menu

1:25

Jason Eccles

1 view

Like Comment Share

Jason Eccles
Dec 5, 2021 ·

Big heavy and tiny mighty

12

Like Comment Share

Home News 3 Marketplace Groups Notifications Menu

1:25

Jason Eccles

Jason Eccles is in East Quincy, California.

Nov 2, 2021 ·

I bet some MFs be K-Y jelly

22 9 comments

Like Comment Share

Jason Eccles is in East Quincy, California.

Oct 23, 2021 ·

I can't wait to try it!!!

Home News 3 Marketplace Groups Notifications Menu

1:25

Jason's Post

Like Comment Share

2 1 comment

Like Comment Share

1:26

Jason Eccles is in **East Quincy, California.**

Oct 23, 2021 ·

I can't wait to try it!!!

30 views

Write a comment...

Home | News | Marketplace | Groups | Notifications | Menu

1:26

Jason's Post

1

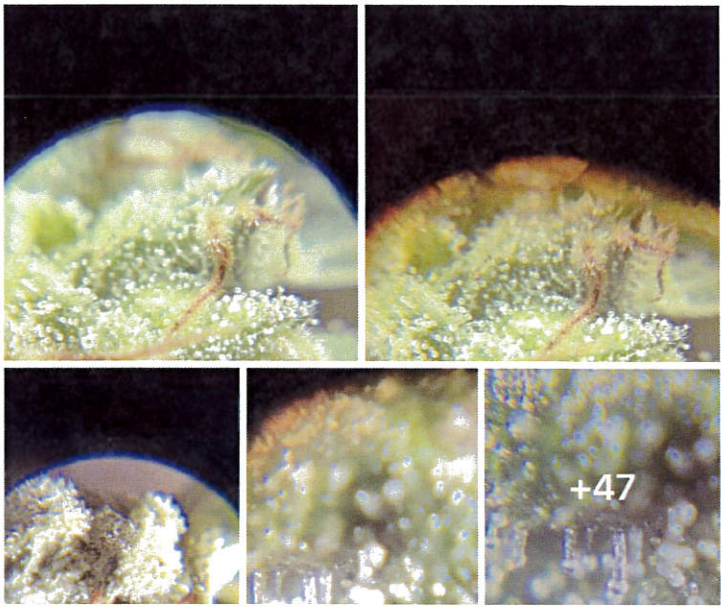
1 comment

Like Comment Share

1:28

Jason Eccles
Oct 10, 2021 ·

I forgot how cool microscopes are!!!!! That's my dankness this year, I don't know the strain an don't really care, an yes I know it's not ready yet, so shut up lol



Like Comment Share

7

Tia Singh
Nice!!

36w Like Reply

Write a comment...

Home News Marketplace Groups Notifications Menu

1:36

Jason Eccles

Like Comment Share

Jason Eccles
Mar 2, 2021 ·

Can't wait till this things dialed in

5 3 comments

Like Comment Share

Jason Eccles
Mar 2, 2021 ·

Home News Marketplace Groups Notifications Menu

2:06

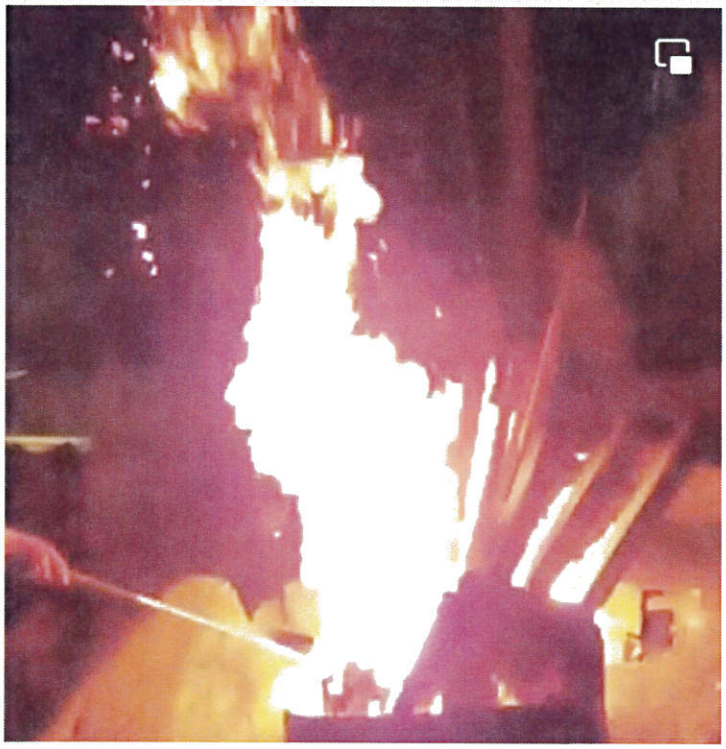
Jason's Post

Jason Eccles
Jun 11, 2020 ·

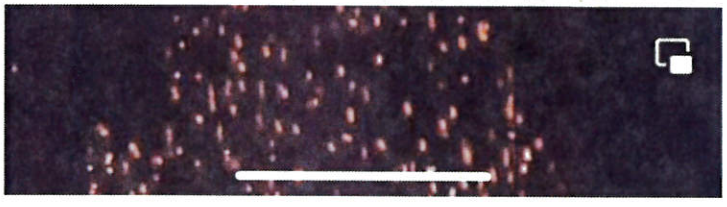
Back in my old neighborhood, good times

3 1 comment

Like Comment Share



Like Comment



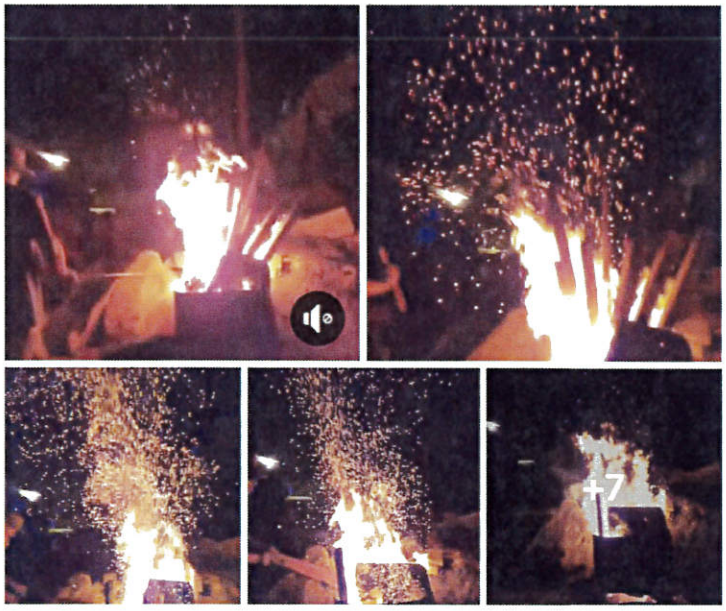
2:07

Jason Eccles

Like Comment Share

Jason Eccles
Jun 11, 2020 ·

Back in my old neighborhood, good times



3 1 comment

Like Comment Share

Jason Eccles updated his profile picture.
May 10, 2020 ·

Home News 3 Marketplace Groups Notifications Menu

7:38

Jason Eccles

swagbucks.com

MyJackpot

Like Comment Share

Jason Eccles

Jun 29 ·

Fuckin pigs need to fuck the fuck off, fuckin staring me down when he drives by after I took him the long way home, it ain't me your looking for, bitch learn to do your fuckin job ass-wipe, bout fucked my whole night up, I was in a good mood.... PCS, lay off the shit... Nap an a sandwich fool

9 7 comments

Like Comment Share

Jason Eccles

Jun 22 ·

Home Watch News Marketplace Notifications Menu

7:43

Jason Eccles
Jun 29 ·

Most relevant

Emily Richards
They really out now with hippy fest, watch out 👀

1w Like Reply

Glen White
He must of thought u were cute or something

1w Like Reply 2 😆

Author
Jason Eccles
Na he just wanted to see how big it is lol

1w Like Reply

Glen White
Jason Eccles should of showed him

1w Like Reply

Author
Jason Eccles
Glen White right then they could have gotten me on weapons of mass destruction, police brutality, terrorist threats ect lol

1w Like Reply 3 😆😮

Write a comment...

Home Watch News Marketplace Notifications Menu

7:39

Jason Eccles
Jun 29 ·

threats ect lol

1w Like Reply 3

Glen White
Jason Eccles should of showed him

1w Like Reply

Author
Jason Eccles
Na he just wanted to see how big it is lol

1w Like Reply

Write a reply...

James Wesely
No bro he just saw some candy in your eyes when you rode byr..... fuckin weirdo. Pigs need to go buy rsome purse snatchers or some rapist or something worth tax payers money 🤑 get a real job.

6d Like Reply

Jesse Coy
Fuck those crooked ass cops hope they gets what's coming to em with police reform. Get out n vote!

1w Like Reply

Write a comment...

Home Watch News Marketplace Notifications Menu

PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971

voice (530) 283-7002
fax (530) 283-6134
www.plumascounty.us

Investigative Service Request Form

(Complaint Form)

Eckels?

Important Note: Complete and accurate information, including complainant's signature, is required. Incomplete or insufficient information may delay or stop this investigation.

Name of Violator: Jason (not sure of last name) He is the grandson of the owner who passed away.

Street Address of Violation: 235 and 249 4th street (home and building)

City/Town: Quincy, CA 95971 Assessor's Parcel Number: _____

Complaint Types. Check categories that apply **AND** include written remarks at the bottom

- ☐ Grading or diversion of water flows without permit
- ☐ Building a structure without a permit *(does not apply to a structure exempted from building permit requirements)*
- ☒ Unsafe dwelling, dangerous building
- ☐ Lack of final inspection, using an unfinished or non-approved building
- ☒ Other dangerous or unpermitted construction without permits (specify)
  Backyard growing / construction
- ☐ Two or more dwelling units in single-family zoning
- ☐ Home occupation – commercial uses in a residential zoning district
- ☐ Non-compliance with commercial site plan
- ☒ Living in a travel trailer
- ☐ Site development, setback violations *(easement issues are considered civil matters-not enforced by Code Enforcement)*
- ☐ Other zoning or planning violation (explain below)
  (NOTE: CC&R requirements are civil matters-not enforced by Code Enforcement)
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- ☐ Health related – restaurants, food outlets, public pools, and consumer protection issues
- ☒ Hazardous materials – material spills, toxic storage, underground tanks

- ☒ Abandoned, wrecked, dismantled autos and parts on private property
- ☒ Junkyard, auto dismantling, or accumulation of other material for storage and/or sale
- ☒ Other
  people living in tents (including children)

DESCRIBE THE VIOLATION: (Specific details **required.** Use separate sheet(s) if necessary)

"Red" was the owner of this house when I moved here 2 years ago and he passed away. The grand son (Jason) moved in and things have gotten worse. There are drugs, homeless people, unattended children (at times) and many many rodents. My fence is falling down & corroded because of the dilapidated building(s) in the back yard. The people living in the tent stay up all night, they also live in a travel trailer because the roof of the house is caving in. I am very concerned about the state of this property and it burning or worse (explosion). All of our surrounding neighbors are extremely concerned but do not want to complain for fear of retaliation. This property is in terrible condition and has been this way for far too long and now it just looks like a junk yard!

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☐ **I do not request that my identity as the complainant be kept confidential.**

* Reporting Party's Name: [redacted]

* Mailing Address: [redacted]

Physical Address: [redacted]

* Phone [redacted] Alternate Phone:

Email address: [redacted]

* Signature [redacted] * Date 7/13/22

* denotes required information - complaint cannot be processed without this information

2012-0001025

Recorded Official Records County of Plumas KATHY WILLIAMS Clerk-Recorder | REC FEE 22.00

03:14PM 17-Feb-2012 | SC Page 1 of 5

Recording Requested by
And Return to:
ROGER V. MARSHALL, State Bar No. 048299
MARSHALL, BURGHARDT, MIESKE,
HARP & JOHNSON, LLP
901 Bruce Road, Suite 270
Chico, California 95928

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLUMAS

In Re
The Charles and Lorna Ellwood Family Trust dated February 11, 2008

AFFIDAVIT DEATH OF CO-TRUSTEE

CHARLES M. ELLWOOD declares:

1. That he is over the age of 18 years.

2. The decedent named in the Certificate of Death attached hereto as Exhibit "A" is the same person as LORNA E. ELLWOOD, Co-Trustee of THE CHARLES AND LORNA ELLWOOD FAMILY TRUST dated February 11, 2008.

3. The assets of the trust include real property located in Plumas County, California, legally described on Exhibit "B" attached hereto;

4. The terms of THE CHARLES AND LORNA ELLWOOD FAMILY TRUST dated February 11, 2008 as to successor Trustees provides under Paragraph A. of Article VIII as follows:

"A. If either CHARLES M. ELLWOOD or LORNA E. ELLWOOD is unable or unwilling to serve as a Co-Trustee the remaining or surviving Co-Trustee is nominated to serve as the sole Trustee. If both Co-Trustees are unable or unwilling to serve, DAVID C. ELLWOOD, MELANIE L. ECCLES and MICHAEL G. ELLWOOD are nominated to serve as the successor Co-Trustees. If DAVID C. ELLWOOD is unable or unwilling to serve as a Co-Trustee C. JACOB ELLWOOD is nominated to serve as the successor Co-Trustee in the place of DAVID C.

ELLWOOD. If MELANIE L. ECCLES or MICHAEL G. ELLWOOD is unable or unwilling to serve as the Trustee the then serving Co-Trustees shall thereafter serve."

5. Therefore, I am now the sole Trustee of THE CHARLES AND LORNA ELLWOOD FAMILY TRUST dated February 11, 2008.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 1-30-12

Charles M. Ellwood
CHARLES M. ELLWOOD

STATE OF CALIFORNIA }

COUNTY OF PLUMAS }

SUBSCRIBED AND SWORN TO (or affirmed) before me, the undersigned, a Notary in and for said State on Jan 30, 2012, by CHARLES M. ELLWOOD, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

ROGER V. MARSHALL
Commission # 1824157
Notary Public - California
Butte County
My Comm. Expires Nov 27, 2012

WITNESS my hand official seal.

Signature Roger V. Marshall (Seal)

MARSHALL, BURGHARDT, MIESKE, HARP & JOHNSON, LLP
901 BRUCE ROAD., SUITE 270
CHICO, CA 95928
(530) 895-1512

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

PLUMAS COUNTY PUBLIC HEALTH AGENCY

COUNTY OF PLUMAS

QUINCY, CALIFORNIA

3052011173758 — STATE FILE NUMBER

CERTIFICATE OF DEATH
STATE OF CALIFORNIA
USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS
VS-11REV (1/13)

3201132000124 — LOCAL REGISTRATION NUMBER

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT–FIRST (Given)	2. MIDDLE	3. LAST (Family)
LORNA	ELAINE	ELLWOOD

AKA. ALSO KNOWN AS – Include full AKA (FIRST, MIDDLE, LAST)

4. DATE OF BIRTH mm/dd/ccyy	5. AGE Yrs	IF UNDER ONE YEAR Months / Days	IF UNDER 24 HOURS Hours / Minutes	6. SEX
04/03/1926	85			F

9. BIRTH STATE/FOREIGN COUNTRY	10. SOCIAL SECURITY NUMBER	11. EVER IN U.S. ARMED FORCES?	12. MARITAL STATUS/SRDP* (at Time of Death)	7. DATE OF DEATH mm/dd/ccyy	8. HOUR (24 Hours)
WA	[redacted]7066	☐ YES ☒ NO ☐ UNK	MARRIED	09/25/2011	1250

13. EDUCATION – Highest Level/Degree (see worksheet on back)	14/15. WAS DECEDENT HISPANIC/LATINO(A)/SPANISH? (If yes, see worksheet on back)	16. DECEDENT'S RACE – Up to 3 races may be listed (see worksheet on back)
SOME COLLEGE	☐ YES ☒ NO	CAUCASIAN

17. USUAL OCCUPATION – Type of work for most of life. DO NOT USE RETIRED	18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	19. YEARS IN OCCUPATION
X-RAY TECHNICIAN	MEDICAL	15

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number, or location)				
249 EAST FOURTH ST				
21. CITY	**22. COUNTY/PROVINCE**	**23. ZIP CODE**	**24. YEARS IN COUNTY**	**25. STATE/FOREIGN COUNTRY**
QUINCY	PLUMAS	95971	68	CALIFORNIA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP	27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip)
CHARLES M. ELLWOOD, SPOUSE	249 EAST FOURTH ST, QUINCY, CA 95971

SPOUSE/SRDP AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE/SRDP*–FIRST	29. MIDDLE	30. LAST (BIRTH NAME)	
CHARLES	M	ELLWOOD	
31. NAME OF FATHER/PARENT–FIRST	32. MIDDLE	33. LAST	34. BIRTH STATE
IVAN	W.	PENCE	UNK
35. NAME OF MOTHER/PARENT–FIRST	36. MIDDLE	37. LAST (BIRTH NAME)	38. BIRTH STATE
OLGA		FJARLI	UNK

FUNERAL DIRECTOR/ LOCAL REGISTRAR

39. DISPOSITION DATE mm/dd/ccyy	40. PLACE OF FINAL DISPOSITION		
10/03/2011	MEADOW VALLEY DISTRICT CEMETERY CEMETERY ROAD, MEADOW VALLEY, CA 95956		
41. TYPE OF DISPOSITION(S)	42. SIGNATURE OF EMBALMER		43. LICENSE NUMBER
BU	▸ NOT EMBALMED		-
44. NAME OF FUNERAL ESTABLISHMENT	45. LICENSE NUMBER	46. SIGNATURE OF LOCAL REGISTRAR	47. DATE mm/dd/ccyy
FEHRMAN MORTUARY-QUINCY	FD 306	▸ VAL ARMISEN, MD	09/28/2011

PLACE OF DEATH

101. PLACE OF DEATH	102. IF HOSPITAL, SPECIFY ONE	103. IF OTHER THAN HOSPITAL, SPECIFY ONE
RESIDENCE	☐ IP ☐ ER/OP ☐ DOA	☐ Hospice ☐ Nursing Home/LTC ☒ Decedent's Home ☐ Other

104. COUNTY	105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)	106. CITY
PLUMAS	249 EAST FOURTH ST	QUINCY

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

		Time Interval Between Onset and Death	108. DEATH REPORTED TO CORONER?
IMMEDIATE CAUSE (Final disease or condition resulting in death) →	(A) PULMONARY CACHEXIA SYNDROME	(A1) 1 YR	☒ YES ☐ NO REFERRAL NUMBER 2011-08410
Sequentially list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	(B) INTERSTITIAL LUNG DISEASE	(B1) 4 YRS	109. AUTOPSY PERFORMED? ☐ YES ☒ NO
	(C)	(C1)	110. AUTOPSY PERFORMED? ☐ YES ☒ NO
	(D)	(D1)	111. USED IN DETERMINING CAUSE? ☐ YES ☐ NO

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107
AORTIC REGURGATATION, CONGESTIVE HEART FAILURE, HYPOTHYROIDISM

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date)
NO

113A. IF FEMALE, PREGNANT IN LAST YEAR? ☐ YES ☒ NO ☐ UNK

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.

Decedent Attended Since (A) mm/dd/ccyy	Decedent Last Seen Alive (B) mm/dd/ccyy	115. SIGNATURE AND TITLE OF CERTIFIER	116. LICENSE NUMBER	117. DATE mm/dd/ccyy
--/--/1990	08/30/2011	▸ LAWRENCE PRICE, MD	G15724	09/26/2011

118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE
LAWRENCE PRICE, MD
1045 BUCKS LAKE RD, QUINCY, CA 95971

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.
MANNER OF DEATH: ☐ Natural ☐ Accident ☐ Homicide ☐ Suicide ☐ Pending Investigation ☐ Could not be determined

120. INJURED AT WORK?	121. INJURY DATE mm/dd/ccyy	122. HOUR (24 Hours)
☐ YES ☐ NO ☐ UNK		

123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)

124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)

125. LOCATION OF INJURY (Street and number, or location, and city, and zip)

126. SIGNATURE OF CORONER / DEPUTY CORONER	127. DATE mm/dd/ccyy	128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER
▸		

STATE REGISTRAR	A	B	C	D	E		FAX AUTH.#	CENSUS TRACT
						01000160188090E		

000016578

CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF PLUMAS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the Plumas County Public Health Agency.

DATE ISSUED: SEP 3 0 2011

V. Armisen

VALESKA ARMISEN, M.D.
PLUMAS COUNTY LOCAL REGISTRAR

This copy is not valid unless prepared on an engraved border, displaying the date, seal and signature of the local Registrar.

FRNCO (Rev) 6/09

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

EXHIBIT "B"
THE CHARLES AND LORNA ELLWOOD FAMILY TRUST
REAL PROPERTY
LEGAL DESCRIPTION

1. Personal residence located at 249 East 4th Street, Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 116-272-05-0000 more particularly described as follows:

Lot Seven (7), Block Two (2), Mansell Unit Number Two (2), as per the official plat of said subdivision on file as of record in the office of the County Recorder of Plumas County, California.

2. Real property located at 667 Squirrel Creek, Spring Garden, California, more particularly described as Plumas County Assessor's Parcel No. 009-040-008.

Section 30, Township 24 North, Range 11 East, M.D.M., South ½ of South ½ of Lot 3 North ½ of Lot 7.

3. Real property located at 246 Coburn, Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 115-102-024.

That certain real property situate in Plumas County, California, described as Lot 7-I, Block 14, Town of Quincy, together with cabin thereon and tenements, hereditaments, and appurtenances thereunto belonging.

1. All that certain lot, piece or parcel of land commencing at a point North 7° 14' West 122.2 feet from the Southeast corner of Lot 7 of Block 14 of the official plat of the Town of Quincy, on file and of record in the Office of the County Recorder of the County of Plumas, State of California, thence South 87° 03' West 117.5 feet; thence North 5° 27' West 48 feet; thence North 87° 03' East 116 feet; thence South 7° 14' East 48.1 feet to the place of beginning.

2. Also a right of way from High Street to said lot from the Northerly portion of Lot 10 of Block 14 at the rear of the premises known as the Bolton property following the Easterly line of said tract and along the lands of J.C. Werner.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining thereto, and the rents, issues and profits thereof.

3. That portion of Lot 10 of Block 14 of the Townsite of Quincy, as shown on a map filed in Book "A", page 36 of Maps, records of Plumas County, California, which lies Easterly of and between the Easterly production of the Northerly and Southerly lines of the land conveyed to G.W. Elwood and Louise Elwood, his wife by deed recorded March 13, 1939, in Book 73, page 400 of Deeds.

4. Real property located at 886 E. Main Street, East Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 116-100-93-0000.

That portion of the Northwest ¼ of the Northwest ¼ of the Northeast ¼ of Sections 24, Township 24, Range 9 East lying South of U.S. Highway 40 A and East of Parcels A, B, C, D and E as shown on the map Book 1 of Surveys, page 33.

5. Real property located at 219 Mill Creek Road, East Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 116-251-005.

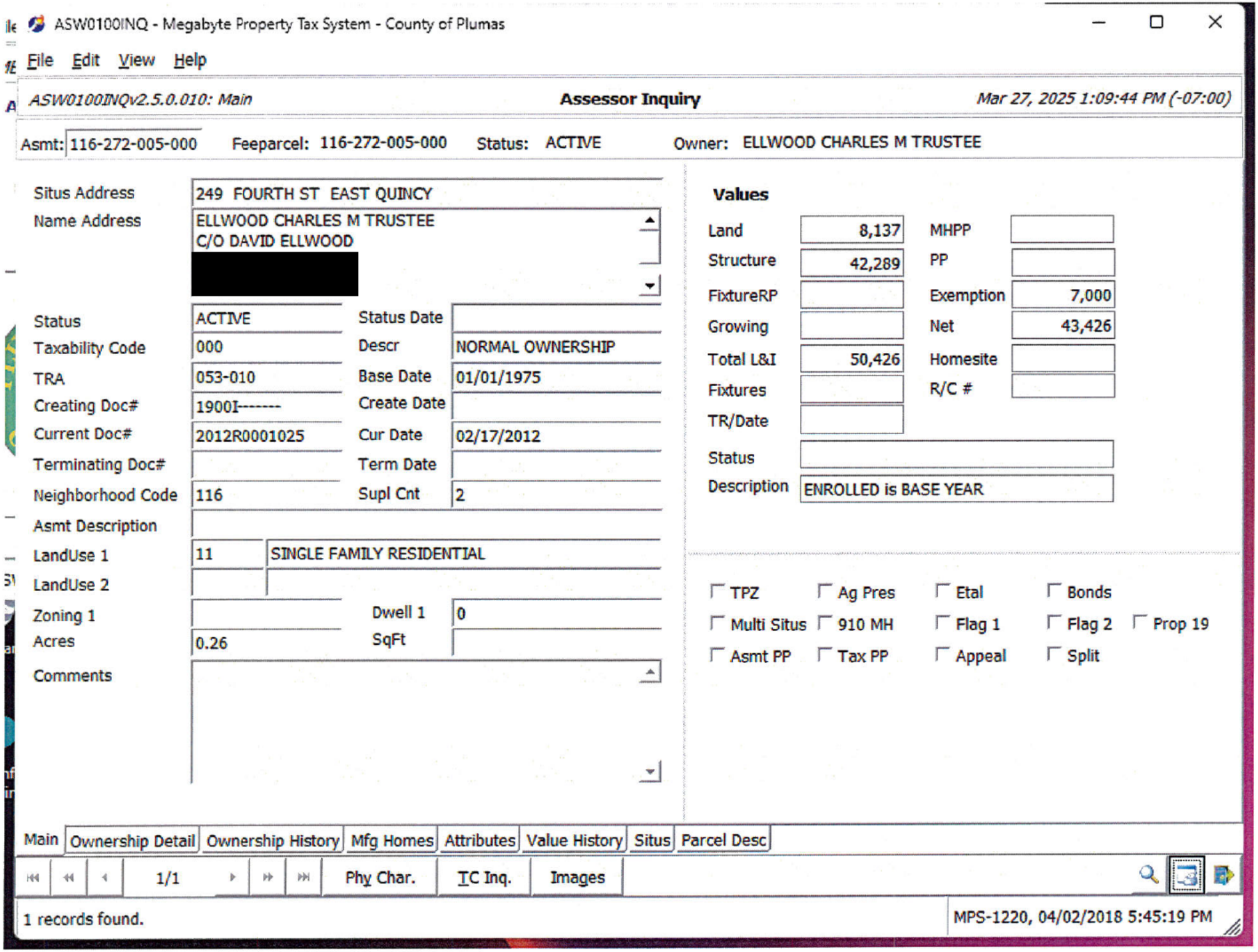
BEGINNING at a point on the West line of the NE ¼ of Section 19, Township 24 North, Range 10 East, M.D.M., which point bears South 0° 16' East 2069.08 feet from the ¼ section corner between Sections 18 and 19, said township and range, and running thence East 313.41 feet to the County Road; thence South 11° 14' West 50.97 feet; thence West 303.35 feet; thence North 0° 16' West 50.5 feet to the place of beginning.

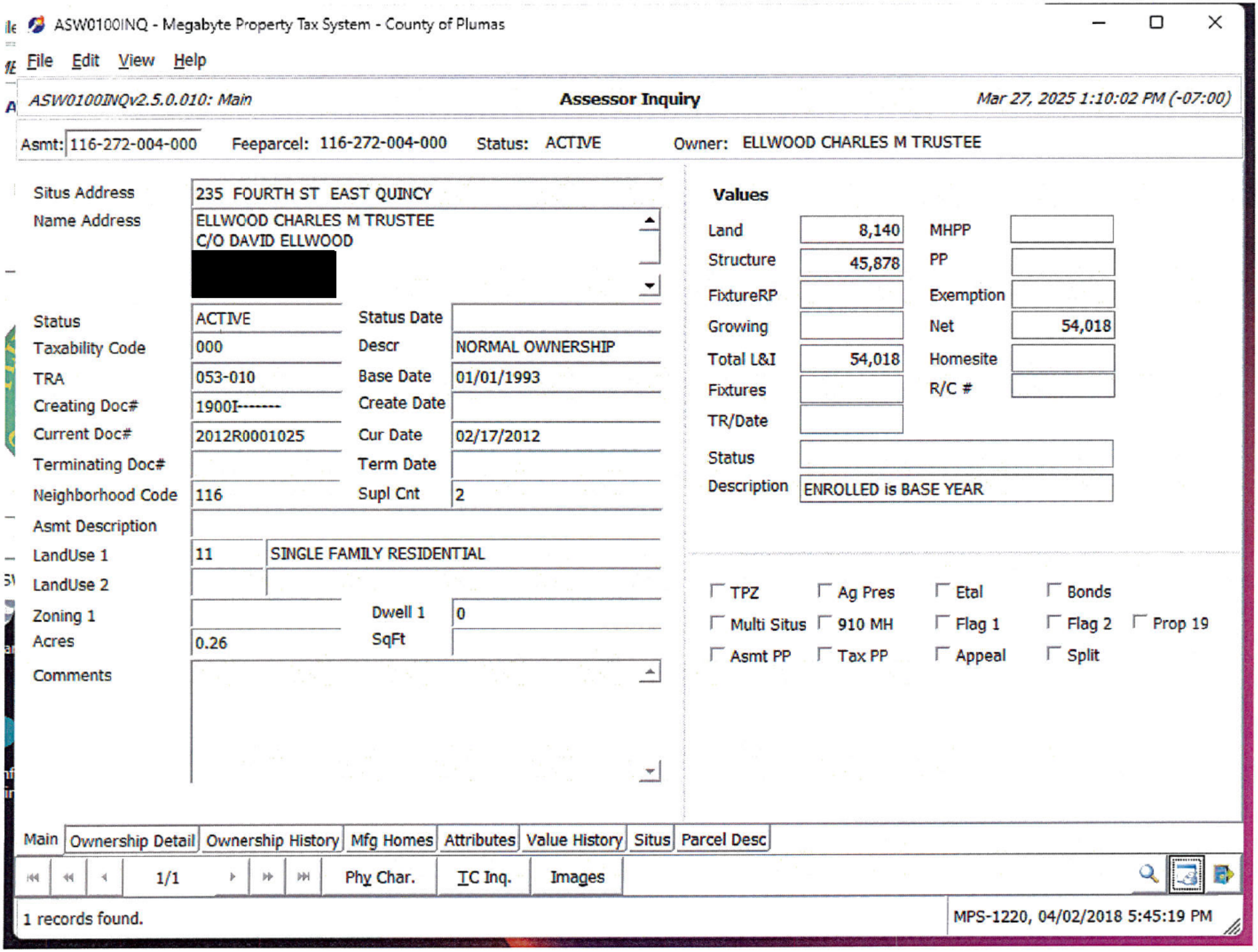
Together with any and all water rights, easements and rights of way which may be appurtenant to the herein described property and/or to which the grantor herein has any interest whatsoever.

6. Real property located at 235 Fourth Street, East Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 116-272-004.

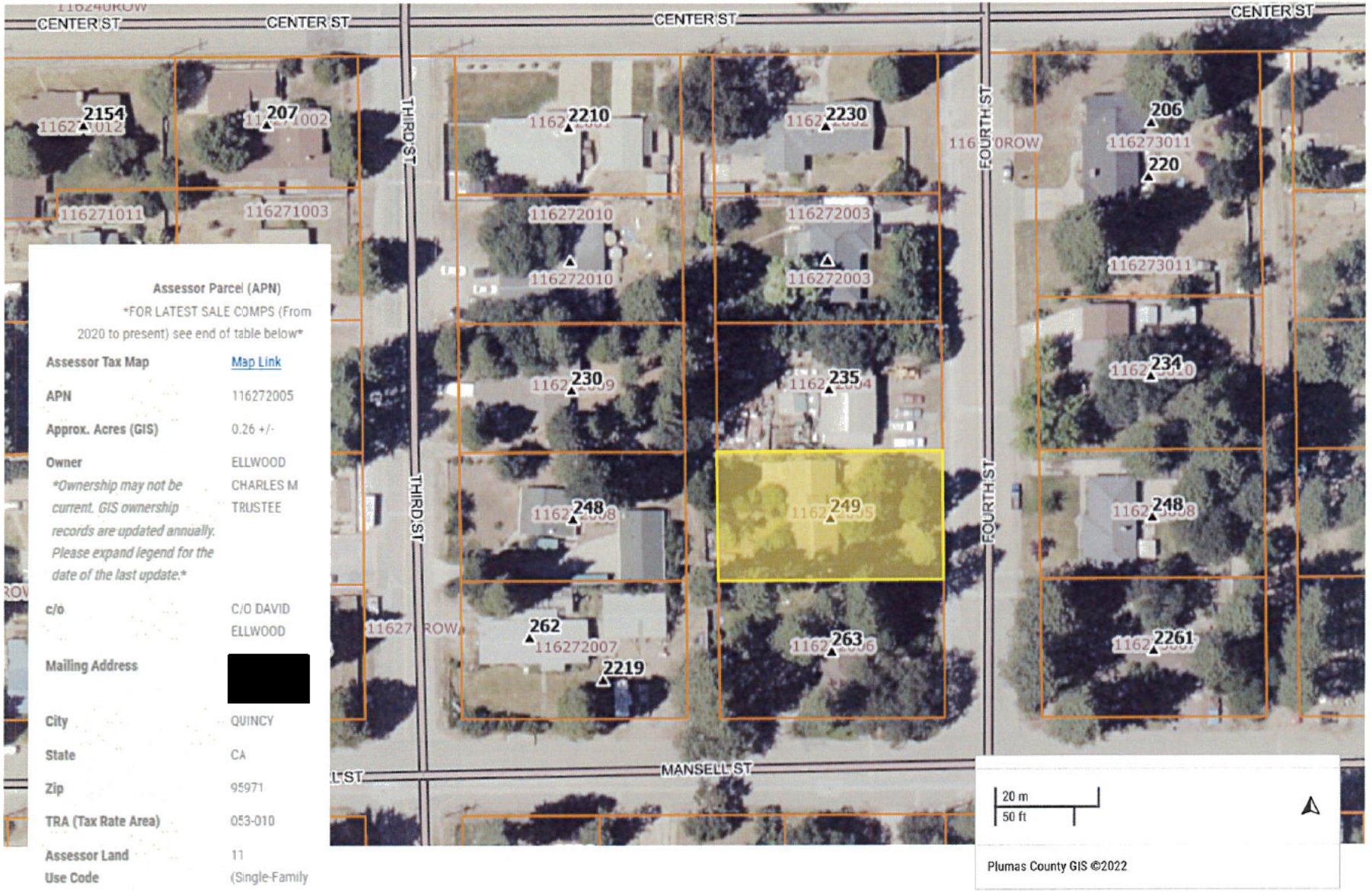
Lot 8, Block 2 of the Mansell Subdivision Unit No. 2, as delineated on the Official Plat thereof, as of record, now on file in the office of the County Recorder of Plumas County, California.

Subject to Declarations of Establishments of Conditions as Restrictions recorded December 2, 1948 in Volume 17 at Page 16 of Official Records of Plumas County, California.


ASW0100INQ - Megabyte Property Tax System - County of Plumas
File Edit View Help
ASW0100INQv2.5.0.010: Main
Assessor Inquiry
Mar 27, 2025 1:09:44 PM (-07:00)
Asmt: 116-272-005-000
Feeparcel: 116-272-005-000
Status: ACTIVE
Owner: ELLWOOD CHARLES M TRUSTEE
Situs Address 249 FOURTH ST EAST QUINCY
Name Address ELLWOOD CHARLES M TRUSTEE
C/O DAVID ELLWOOD
[redacted]
Status ACTIVE
Status Date
Taxability Code 000
Descr NORMAL OWNERSHIP
TRA 053-010
Base Date 01/01/1975
Creating Doc# 1900I-------
Create Date
Current Doc# 2012R0001025
Cur Date 02/17/2012
Terminating Doc#
Term Date
Neighborhood Code 116
Supl Cnt 2
Asmt Description
LandUse 1 11 SINGLE FAMILY RESIDENTIAL
LandUse 2
Zoning 1
Dwell 1 0
Acres 0.26
SqFt
Comments
Values
Land 8,137
MHPP
Structure 42,289
PP
FixtureRP
Exemption 7,000
Growing
Net 43,426
Total L&I 50,426
Homesite
Fixtures
R/C #
TR/Date
Status
Description ENROLLED is BASE YEAR
TPZ
Ag Pres
Etal
Bonds
Multi Situs
910 MH
Flag 1
Flag 2
Prop 19
Asmt PP
Tax PP
Appeal
Split
Main
Ownership Detail
Ownership History
Mfg Homes
Attributes
Value History
Situs
Parcel Desc
1/1
Phy Char.
TC Inq.
Images
1 records found.
MPS-1220, 04/02/2018 5:45:19 PM


ASW0100INQ - Megabyte Property Tax System - County of Plumas
File Edit View Help
ASW0100INQv2.5.0.010: Main
Assessor Inquiry
Mar 27, 2025 1:10:02 PM (-07:00)
Asmt: 116-272-004-000
Feeparcel: 116-272-004-000
Status: ACTIVE
Owner: ELLWOOD CHARLES M TRUSTEE
Situs Address 235 FOURTH ST EAST QUINCY
Name Address ELLWOOD CHARLES M TRUSTEE
C/O DAVID ELLWOOD
[redacted]
Status ACTIVE
Status Date
Taxability Code 000
Descr NORMAL OWNERSHIP
TRA 053-010
Base Date 01/01/1993
Creating Doc# 1900I-------
Create Date
Current Doc# 2012R0001025
Cur Date 02/17/2012
Terminating Doc#
Term Date
Neighborhood Code 116
Supl Cnt 2
Asmt Description
LandUse 1 11 SINGLE FAMILY RESIDENTIAL
LandUse 2
Zoning 1
Dwell 1 0
Acres 0.26
SqFt
Comments
Values
Land 8,140
MHPP
Structure 45,878
PP
FixtureRP
Exemption
Growing
Net 54,018
Total L&I 54,018
Homesite
Fixtures
R/C #
TR/Date
Status
Description ENROLLED is BASE YEAR
TPZ Ag Pres Etal Bonds
Multi Situs 910 MH Flag 1 Flag 2 Prop 19
Asmt PP Tax PP Appeal Split
Main Ownership Detail Ownership History Mfg Homes Attributes Value History Situs Parcel Desc
1/1
Phy Char. TC Inq. Images
1 records found.
MPS-1220, 04/02/2018 5:45:19 PM

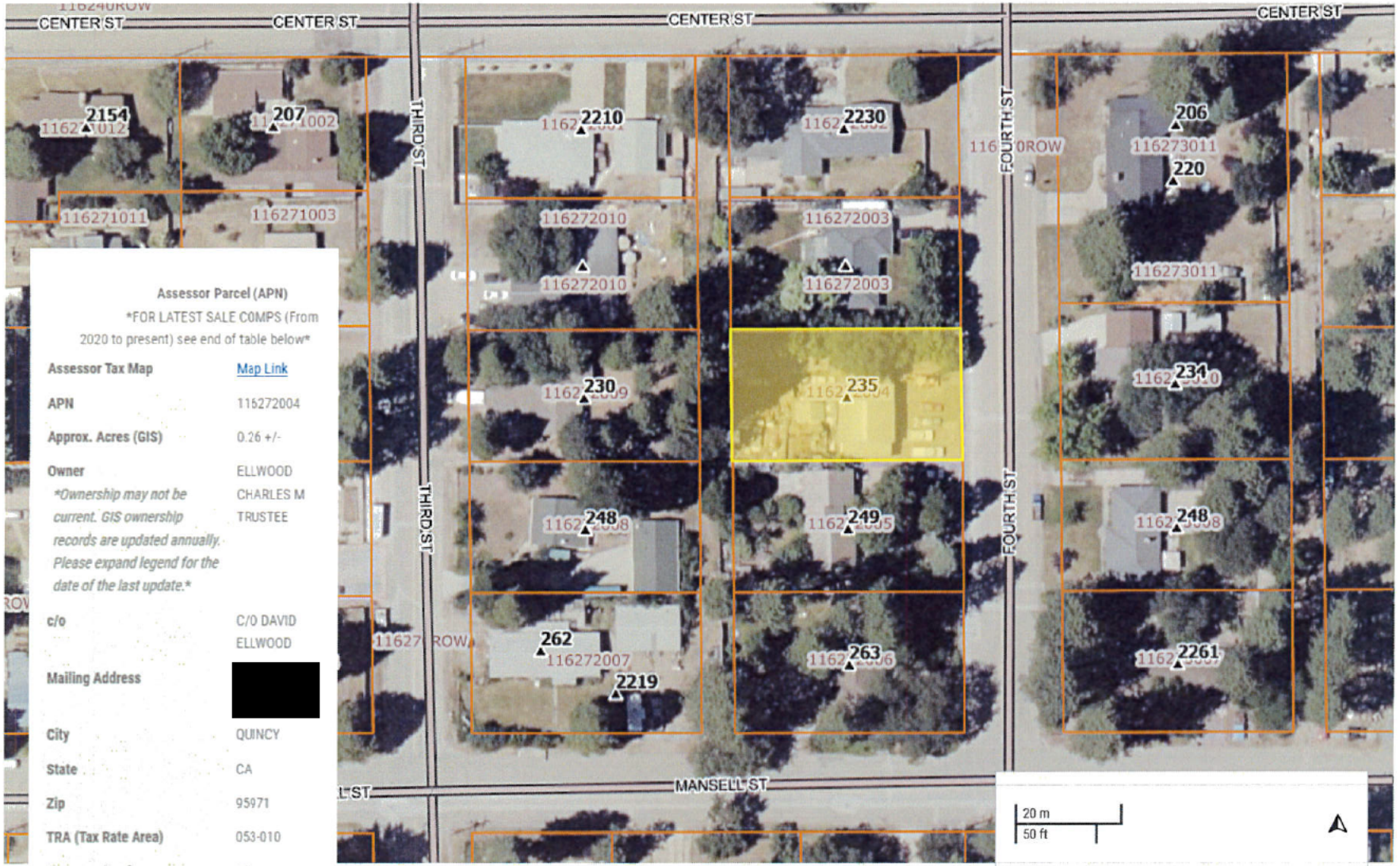
Charles Ellwood Trustee
249 & 235 Fourth Street, Quincy, CA
APN: 116-272-005-000
APN: 116-272-004-000
Legend
Google Earth
Image Landsat / Copernicus
Image © 2022 Maxar Technologies
N
100 ft



Assessor Parcel (APN)

FOR LATEST SALE COMPS (From 2020 to present) see end of table below

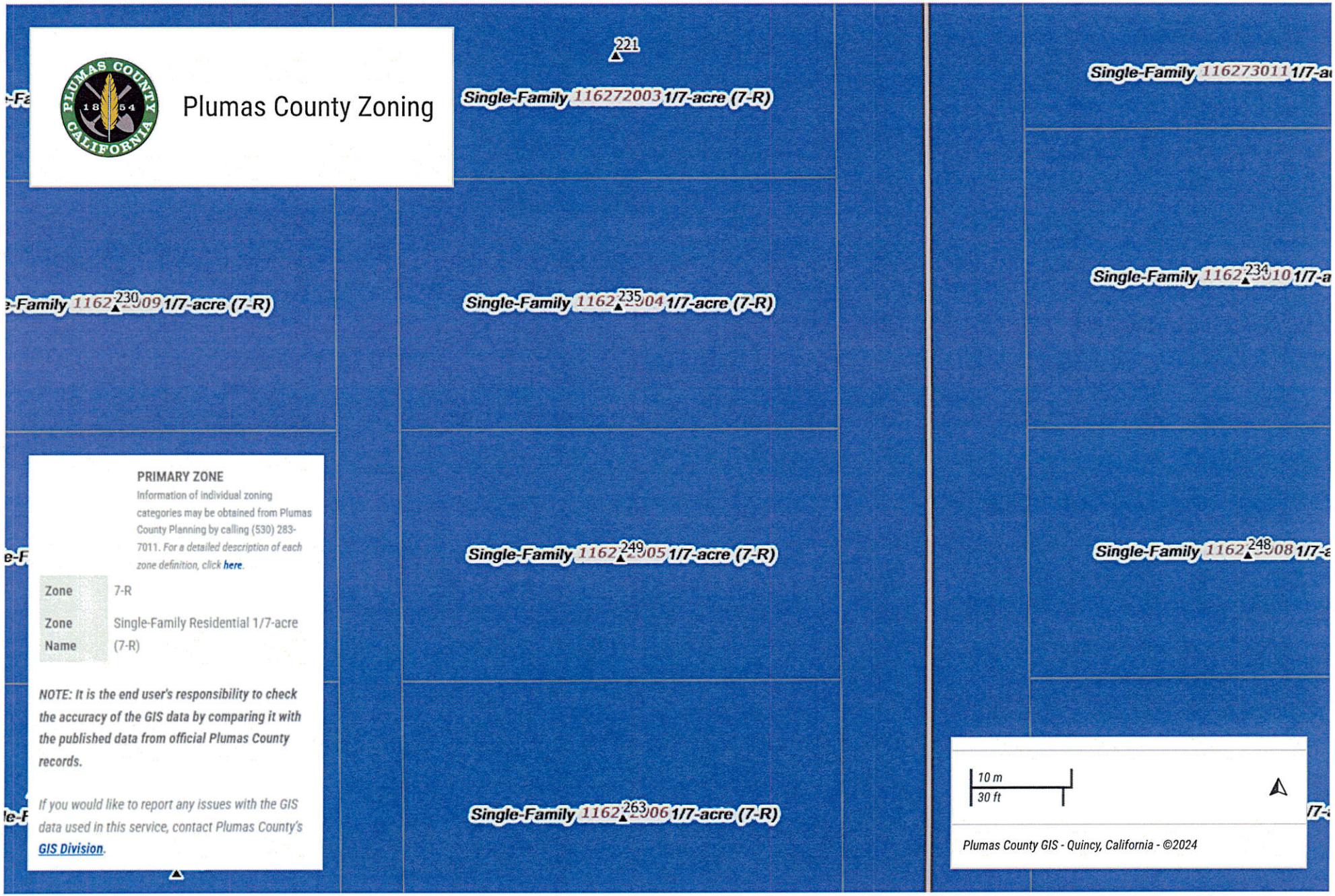
Assessor Tax Map	Map Link
APN	116272005
Approx. Acres (GIS)	0.26 +/-
Owner **Ownership may not be current. GIS ownership records are updated annually. Please expand legend for the date of the last update.**	ELLWOOD CHARLES M TRUSTEE
c/o	C/O DAVID ELLWOOD
Mailing Address	[redacted]
City	QUINCY
State	CA
Zip	95971
TRA (Tax Rate Area)	053-010
Assessor Land Use Code	11 (Single-Family



Assessor Parcel (APN)

FOR LATEST SALE COMPS (From 2020 to present) see end of table below

Assessor Tax Map	Map Link
APN	116272004
Approx. Acres (GIS)	0.26 +/-
Owner **Ownership may not be current. GIS ownership records are updated annually. Please expand legend for the date of the last update.**	ELLWOOD CHARLES M TRUSTEE
c/o	C/O DAVID ELLWOOD
Mailing Address	[redacted]
City	QUINCY
State	CA
Zip	95971
TRA (Tax Rate Area)	053-010
Assessor Land Use Code	11 (Single-Family


Plumas County Zoning
221
Single-Family 116272003 1/7-acre (7-R)
Single-Family 116273011 1/7-a
Single-Family 1162 2909 1/7-acre (7-R)
230
Single-Family 1162 2904 1/7-acre (7-R)
235
Single-Family 1162 2910 1/7-a
234
Single-Family 1162 2905 1/7-acre (7-R)
249
Single-Family 1162 2908 1/7-a
248
Single-Family 1162 2906 1/7-acre (7-R)
263
PRIMARY ZONE
Information of individual zoning categories may be obtained from Plumas County Planning by calling (530) 283-7011. For a detailed description of each zone definition, click here.
Zone 7-R
Zone Name Single-Family Residential 1/7-acre (7-R)
NOTE: It is the end user's responsibility to check the accuracy of the GIS data by comparing it with the published data from official Plumas County records.
If you would like to report any issues with the GIS data used in this service, contact Plumas County's GIS Division.
10 m
30 ft
Plumas County GIS - Quincy, California - ©2024

97-1075000

EAST QUINCY SERVICES DISTRICT
LATERAL SEWER LINE INSPECTION APPLICATION

Office: 179 Rogers Avenue
Quincy, CA
(916) 283-2390

Mailing: P.O. Box 81
Quincy, CA 95971-0081

$75 INSPECTION FEE REQUIRED WITH APPLICATION
Inspection Fee Includes 6 Site Visits
Additional Fee Required for Extra Site Visits

Ck 3327
7-31-97
qlm

DATE OF APPLICATION: 7-31-97 FEE PAID: $ 75.00
Date Sewer Service Needed: _____
APPLICANT: CHARLES M. ELLWOOD

OWNER (if OTHER THAN APPLICANT): —
Mailing Address (For Billing): 249 E. 4TH ST. QUINCY, PA 95971
Home Phone #: 283-2395 Message #: —

CONTRACTOR: OWNER / BUILDER
California License #: _____ Class: _____
Mailing Address: _____
Office Phone #: _____ Home Phone #: _____
Workman's Comp. Insurance Carrier: N/A
On File: YES / NO Expires: _____

IMPROVEMENT SITE: No Septic Permit on File
Street Address: 249 E. 4TH ST. Assessor Parcel #: 116-272-05

DRAWN PLOT PLAN MUST BE INCLUDED ON REVERSE SIDE OF THIS FORM
Building needing sewer service: DWELLING
Number of fixture units (non-residential uses only): _____
Other sewer uses on the property: _____
Prior District service to property (Yes/~~No~~) Water ✓ Sewer _____

By signing this Application, I agree to abide by all East Quincy Services District Sewer Regulations.

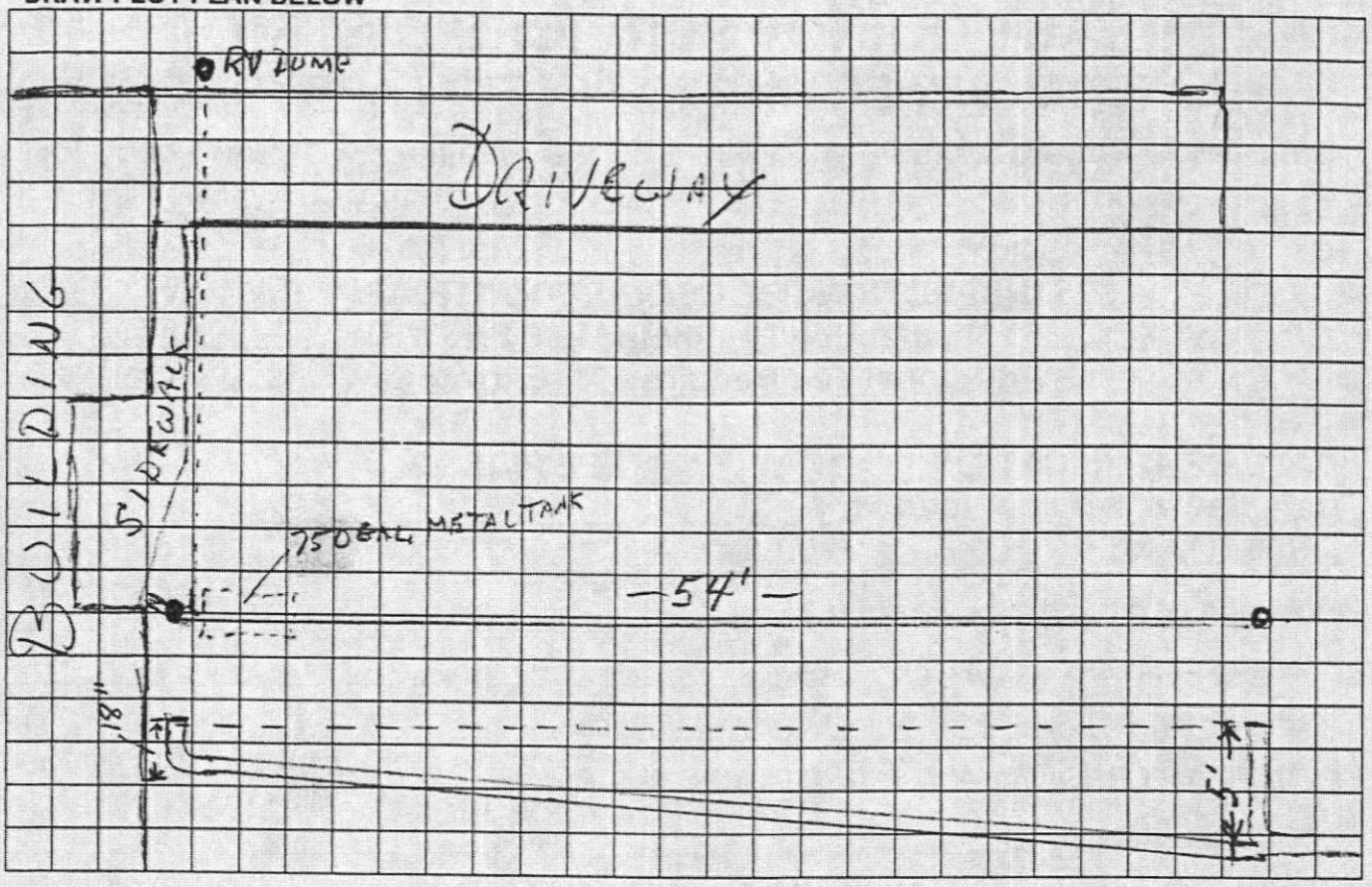
Charles M. Ellwood
Signature

IF THERE ARE QUESTIONS ABOUT THIS SUBMITTAL, WHOM SHALL WE CONTACT?
NAME: C. M. ELLWOOD
ADDRESS: 249 E. 4TH ST. QUINCY
PHONE #: 283-2395

NOTE: Call 283-2390 at least 24 hours before first trench inspection is needed.

on 8/8/97

DRAW PLOT PLAN BELOW



Septic Tank Pumping 7-30-97 mm
Date

Septic Tank Filling 8/8/97 mm
Date

Trench Excavation 8/8/97 mm
Date

Lateral Sewer Installation 8/8/97 mm
Date

Pressure Tests 8/8/97 mm
Date

Final Inspection 8/12/97 mm
Date

INSPECTOR'S USE

Plumas Sanitation

No 6660

(916) 832-0370
P.O. Box 1297
Portola, California 96122

Date 7-30-97

Elwood
249 4th street
Quincy Ca.

283-2395

pump septic tank.

total gallons 750

total due $190.00

Paid in Full
7-30-97
ck#
3328

PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971
www.plumascounty.us

voice **(530) 283-7011**
fax **(530) 283-6134**

NOTICE OF NON-COMPLIANCE

July 13, 2022

Charles Ellwood Trustee
C/O David Ellwood
[redacted]
Quincy, CA 95971

CERTIFIED MAIL

Re: 235 Fourth Street
Quincy, CA
APN: 116-272-004-000

David Ellwood

This letter is to inform you that a public complaint has been filed with the Plumas County Code Enforcement Department alleging the below noted violations on your above referenced parcel:

1. **Plumas County Code 9-2.1302, 9-2.252 and 9-2.2502,** Junk yards are only permitted in Heavy Industrial Zones, the above address is Single Family Residential Zone only.

"Junk yard" shall mean the storage of more than one vehicle which is unregistered or useless for vehicular purposes, except as provided by Sections 5051 et seq. of the Vehicle Code of the State, or the storage of more than 200 used tires, or the use of more than 200 square feet of any parcel or contiguous parcels under the same ownership for the storage or sale of manufactured material which has been abandoned from its original use and which may be used again in its present form or in a new form and shall include salvage operations, recycling facility and limited recycling facility.

2. **Plumas County Code 9-2.405- Camping**

(a) Camping shall be prohibited within Prime Opportunity Areas as designated by the General Plan, except within camp grounds.

3. **California Penal Code 374.4 PC**

(a) It is unlawful to litter or cause to be littered in or upon public or private property. A person, firm, or corporation violating this section is guilty of an infraction.

4. Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles

The accumulation and storage of abandoned, wrecked, dismantled, or excess inoperable vehicles, or parts thereof, on private or public property, not including highways, is hereby found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects, and to be injurious to the health, safety, and general welfare. Therefore, the presence of an abandoned, wrecked, dismantled, or excess inoperable vehicle, or parts thereof, on private or public property, not including highways, except as expressly permitted by the provisions of this chapter the provisions of Chapter 2, of Title 9 is hereby declared to constitute a public nuisance which may be abated as such in accordance with the provisions of this chapter.

5. Plumas County Code 6-10.103.-Depositing Solid Waste; Littering.

(a) No owner or occupant shall abandon, dump, bury, or otherwise dispose of any solid waste or allow any other person to dispose of solid waste upon premises other than a County-designated ultimate disposal site or transfer station site during the site's business hours

"solid waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes.

6. California Penal Code 373a PC

Every person who maintains, permits, or allows a public nuisance to exist upon his or her property or premises, and every person occupying or leasing the property or premises of another who maintains, permits or allows a public nuisance to exist thereon, after reasonable notice in writing from a health officer or district attorney or city attorney or prosecuting attorney to remove, discontinue or abate the same has been served upon such person, is guilty of a misdemeanor, and shall be punished accordingly; and the existence of such nuisance for each and every day after the service of such notice shall be deemed a separate and distinct offense, and it is hereby made the duty of the district attorney, or the city attorney of any city the charter of which imposes the duty upon the city attorney to prosecute state misdemeanors, to prosecute all persons guilty of violating this section by continuous prosecutions until the nuisance is abated and removed.

A drive-by inspection of the above referenced parcel confirmed the violations (photos enclosed).

Please contact me no later than July 28, 2022, to correct the violation. It is the County's commitment to work with property owners toward voluntary compliance rather than impose enforcement citations and fines. However, should you fail to contact me by July 28, 2022, and/or if working together we have not established an acceptable timeline for correcting the above violation, may result in the issuing of administrative citations or notice to abate, which includes the levying of a fine. Our preference is to resolve this issue cooperatively without fines or forced abatement.

Per Plumas County Code Section 1-4.01 Appeals will be in writing to the Board by filing with the County clerk. No appeal may be taken to any such administrative decision made by an official of the county pursuant to the provisions of this chapter unless such decision to appeal has been first taken up with the department head concerned.

Should you believe any of the information contained in this letter is incorrect, please advise.

Sincerely,

Jennifer Langston
Chief Code Enforcement Officer
Plumas County Building Department
(530) 283-7002
CodeEnforcement@countyofplumas.com

Cardinal
07/11/2022 14:03

07/11/2022 14:03

PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971
www.plumascounty.us

voice **(530) 283-7011**
fax **(530) 283-6134**

CITATION WARNING NOTICE

December 20, 2022

Charles Ellwood Trustee
C/O David Ellwood
[redacted]
Quincy, CA 95971

CERTIFIED MAIL

Re: 235 Fourth Street
Quincy, CA
APN: 116-272-004-000

This letter is to inform you that the above listed properties remain in non-compliance and if not corrected, an Administrative Citation may be issued for up to $1000.00 a day.

1. **Plumas County Code 9-2.1302, 9-2.252 and 9-2.2502,** Junk yards are only permitted in Heavy Industrial Zones, the above address is Single Family Residential Zone only.

2. **Plumas County Code 9-2.405- Camping**

(a) Camping shall be prohibited within Prime Opportunity Areas as designated by the General Plan, except within camp grounds.
(b) Camping shall be permitted on all lands not within the Prime Opportunity Area, if all aspects of the county health regulations are met, subject to the concurrence of the property owner for no more than 120 days in a calendar years.

3. **California Penal Code 374.4 PC** (a) It is unlawful to litter or cause to be littered in or upon public or private property.
4. **Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles**
5. **Plumas County Code 6-10.103(a)-Depositing Solid Waste; Littering.**
6. **California Penal Code 373a PC**

Warning Notice Regarding Possible Fine or Lien on Property

While it is the County's commitment to work cooperatively with property owners to achieve compliance, failure to comply with a Notice of Order to correct violations may result in the issuing of an administrative citation or notice to abate, which includes the levying of a fine. Any fine or costs that are not paid within thirty days from the date of the administrative citation or completion of abatement will be subject to interest at the legal rate of ten percent per annum on the principal amount. To the extent permitted by Government Code Section 54988, fees, costs or charges that have not been paid within forty-five days of notice thereof, the County may collect the fees, costs or charges by making the amount of the unpaid fees, costs or charges a proposed lien against the property that is the subject of the enforcement activity. In addition, the responsible party shall not be granted any additional permit, entitlement, agreement or other privilege until the administrative citation and appropriate fees have been resolved.

A Notice of Non-Compliance was sent in July 2021. Code Enforcement has re-inspected your property at 235 Fourth Street in Quincy and the property continues to have multiple violations that still exist throughout the property, and you have failed to inform our office with the status of the correction since October 2022. This is a safety hazard and a nuisance. This notice is to notify you that administrative citations may be issued if the property is not brought into compliance by February 1, 2023.

Per Plumas County Code Section 1-4.01 Appeals will be in writing to the Board by filing with the County clerk. No appeal may be taken to any such administrative decision made by an official of the county pursuant to the provisions of this chapter unless such decision to appeal has been first taken up with the department head concerned.

Should you believe any of the information contained in this letter is incorrect, please advise.

Sincerely,

Jennifer Langston
Chief Code Enforcement Officer
Plumas County Building Department
(530) 283-7002
CodeEnforcement@countyofplumas.com

Langston, Jennifer

From: Langston, Jennifer
Sent: Monday, April 3, 2023 9:24 AM
To: Jacky Madarang
Subject: RE: 235 Fourth Street
Attachments: Warning of Citation 12-20-22.doc

Expires: Saturday, September 30, 2023 12:00 AM

Please provide our department with an update for correcting the violations on the above property.

Jennifer Langston
Chief Code Enforcement Officer
Plumas County Planning and Building Services
555 Main Street, Quincy, CA
(530)283-7002

Confidentiality: This message is intended for the sole use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify the sender immediately.

From: Jacky Madarang <[redacted]>
Sent: Monday, February 6, 2023 11:20 AM
To: Langston, Jennifer <JenniferLangston@countyofplumas.com>
Subject: Re: 235 Fourth Street

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ms. Langston,

I apologize for the gap in communication. There are several ongoing crisis situations occurring within my immediate family, which have demanded much of my time and energy. In addition, Winter conditions have significantly slowed the process of reaching compliance at the subject property. Although I do have several updates to note:

1) We continue to mitigate accumulation of excess trash, debris and recycling on the property.

2) Ms. Eccles is in the DMV process of transferring title from her deceased father's name to her name for the inoperable vehicles which remain on the property. Once fully transferred, the vehicles will be removed.
3) There have been several dump runs since the last report, for which I personally do not have photos, but may be able to acquire.
4) All of the summer yard decorations, including sheets and drapes hanging from trees and area rugs of my daughter's "fairy house" were removed around this season's first rainfall.
5) I was denied Cash Aid due to reasons beyond my control, but have since reapplied. The current status of my application is pending.
6) I have been referred to counseling services to address some of the mental health issues I've been struggling with, which may be contributing to my difficulty obtaining employment. Since I do not have income, I am currently unable to afford space rent, in the case that I were able to move my residence elsewhere.
7) In the event that I were able to find housing, I have a location secured for storing the fifth-wheel unit, however, in the winter months, it is difficult to gain adequate access to the icy driveway because there is an abandoned vehicle in the roadway space that I would need to turn the rig around and back the unit up the hill.
8) Although my current circumstances are extremely difficult and have slowed the process, I continue to seek steady, gainful employment.
9) I am currently on the Section 8 waitlist and was denied assistance from the HEAP program due to the type of dwelling.
10) I have removed most of the "excess" household items that were being stored below the hitch of the 5th wheel and plan to clear remaining items today as it warms up a bit and any other items under and around the mobile unit by this Friday.
11) I have been in contact with PCIRC, but they are not able to help with my housing crisis unless I have cash aid, which is pending.
12) Regarding nuisance concerns, we continue to maintain the parameters stated in the previous update.
13) Since February 1st, my 3 children and I have been finding other places to sleep at night and to be, eat and conduct personal business during the day, unless we are at the property working on clearing compliance infractions, in an effort to reduce the risk of the property owners and/or previous tenants being cited for "camping" in a Prime Opportunity Area.

I believe the above noted items reflect the current status of the subject property, its tenants, and the continued code compliance process. I did not email photos after the last update, because I observed an employee of Plumas County taking photos of the property and assumed that you had the photographic evidence for that time period covered.

Finally, I would also like to acknowledge receipt of a copy of the Citation Warning Notice, dated December 20, 2022. I appreciate your time and understanding in this matter, Ms. Langston! I look forward to progress!

In gratitude,

Jacky Madarang
[redacted]

On Fri, Oct 14, 2022, 12:03 PM Jacky Madarang <[redacted]> wrote:

Good afternoon Ms. Langston,

Got it. I intend to email a few photos of progress later this afternoon. And will keep you informed as corrections progress.

Have a great weekend!

Jacky Madarang

[redacted]

On Fri, Oct 14, 2022, 7:49 AM Langston, Jennifer <JenniferLangston@countyofplumas.com> wrote:

Jacky Madarang,

Thank you for the update, I have printed this email and placed it in the file for record keeping.

Please continue to provide our office with biweekly status updates, so we can ensure the violations will be corrected in a timely manner.

Thank you

Jennifer Langston

Chief Code Enforcement Officer

Plumas County Planning and Building Services

555 Main Street, Quincy, CA

(530)283-7002

Confidentiality: This message is intended for the sole use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify the sender immediately.

From: Jacky Madarang <[redacted]>
Sent: Thursday, September 29, 2022 6:44 PM
To: Langston, Jennifer <JenniferLangston@countyofplumas.com>; [redacted]
Subject: Fwd: 235 Fourth Street

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening Ms. Langston,

I am contacting you with an update on our progress in correcting items of non-compliance at 235 Fourth Street in East Quincy. Here is a list of the items we have accomplished so far:

1) one of the non-operable vehicles has been removed (pictured on photo #3 in initial Notice)

2) all of the bagged recycling has been removed (visible in photo #2)

3) Titles for all of the vehicles in front of the shop have been gathered

4) 3 dump-runs have been accomplished (debris removed is partially visible in photo #2)

5) The area to the right of my 5th wheel has been cleared of junk and debris (photo #s 2 & 3)

6) The tent has been taken down and "camping gear" moved to storage. I will also disassemble my daughter's "fairy house" by the end of this coming weekend (photo #1)

7) I have been personally gathering and removing any random debris that ends up in the yard and directing all residents and visitors to use trash receptacles

8) I have applied for cash aid (CalWORKS) in Plumas county, which upon approval, should open up more opportunities for renting a space for my 5th wheel in an approved park. I also continue to seek work.

9) I have obtained applications from PC Community Development Commission and Housing Authority for Section 8 housing and Home Energy Assistance, which I plan to mail out tomorrow.

10) I have obtained a storage unit at Feather River Industrial Park and Storage for any "excess" household items that are functional and frequently or occasionally used, that will not fit inside of our tiny living space and need to be stored in the interim while I seek another place to live.

11) In addition, I plan to go to Plumas Crisis Intervention and Resource Center tomorrow to request housing assistance.

12) In regard to the "public nuisance" alligation, when on-site, I have enforced a "Turn down loud music time" which is 8:30pm Sunday-Thursday and 10pm on Friday and Saturday

13) I have also informed children and guests who have an urge to urinate while on the property to use the toilet facility provided.

I believe that is the complete list as of today, but I will email any additions to the list to you in this email string. I will keep you apprised of any progress I make in regard to finding a new place to reside. I am currently out of town, but will follow up this email with photos of the completed corrections, when I return to Quincy this weekend. Please let me know if you have any questions regarding this email or any other pending matters. I look forward to continuing working together to eventually achieve compliance. Thank you, Ms. Langston, for your time and patience!

Cordially,

Jacky Madarang

[redacted]

---------- Forwarded message ---------
From: **Jacky Madarang** <[redacted]>
Date: Thu, Sep 22, 2022 at 3:24 PM
Subject: Re: 235 Fourth Street
To: Langston, Jennifer <JenniferLangston@countyofplumas.com>

Good afternoon Ms. Langston,

I hope this communication finds you well and ready for Autumn. 🍁 I will gather data from the other parties involved in this matter and get back to you with a complete overview of the project plan, including potential correction timeframes for 235 Fourth Street. I am also "on the brink" of being ready to email photos of our progress. I will talk to you on the 29th, if not sooner. Until then, take care.

Warm regards,

Jacky Madarang

[redacted]

On Thu, Sep 22, 2022, 2:24 PM Langston, Jennifer <JenniferLangston@countyofplumas.com> wrote:

Jacky, please contact my office by September 29, 2022 to discuss the timeframe for correcting the violations on 235 Fourth Street and 249 Fourth Street, Quincy CA.

Jennifer Langston

Chief Code Enforcement Officer

Plumas County Planning and Building Services

555 Main Street, Quincy, CA

(530)283-7002

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From: Jacky Madarang <[redacted]>
Sent: Tuesday, August 23, 2022 2:25 PM

To: Langston, Jennifer <JenniferLangston@countyofplumas.com>
Subject: Re: 235 Fourth Street- REQUEST FOR DOCUMENTATION

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Link received. Thank you!

~Jacky Madarang

[redacted]

On Tue, Aug 23, 2022, 1:48 PM Langston, Jennifer <JenniferLangston@countyofplumas.com> wrote:

Link to Find a Mobile home park/RV park

https://casas.hcd.ca.gov/casas/cmirMp/onlineQuery

Housing and Community development

https://www.hcd.ca.gov

Park Name/Address	Fire Aut
EVERGREEN MHP (32-0006-MP) 39300 HWY 70 QUINCY, CA 95971 (530) 220-3776 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356
CLAREMONT TRAILER VILLAGE (32-0028-MP) 333 CRESCENT ST QUINCY, CA 95971	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF

Park Name/Address	Fire Aut
(530) 521-8915 Location: Map	Contact: Not Available 18009528356
CLAREMONT MOBILE HOME PARK (32-0029-MP) 1958 CLAREMONT WAY QUINCY, CA 95971 (530) 249-0984 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356
CAL LETA TP (32-0057-MP) SW CORNER JACKSON\HARBISON QUINCY, CA 95971 (530) 283-0320 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356
AMERICAN VALLEY ESTATES (32-0068-MP) 179 LAWRENCE ST QUINCY, CA 95971 (714) 974-0397 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356
PLAZA PARK (32-0080-MP) 1970 E MAIN ST QUINCY, CA 95971 (530) 283-2935 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356
LAS PLUMAS TP (32-0092-MP) 1089 EAST MAIN ST QUINCY, CA 95971 (530) 927-9995 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356
BENNETTS TP (32-0098-MP) 371 381 389 BELL LN QUINCY, CA 95971 (530) 283-3492 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356
BUCKS LAKE MARINA (32-0100-MP) 16469 BUCKS LAKE RD QUINCY, CA 95971 (530) 283-4243 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356
HASKINS VALLEY CAMPGROUND (32-0112-MP) BUCKS LAKE QUINCY, CA 95971 (530) 284-7407 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356

Park Name/Address	Fire Aut
LEONARD AVE TP (32-0122-MP) 176 PLUMAS, 177 LEONARD AVE QUINCY, CA 95971 (530) 832-1077 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356
MILL CREEK PARK (32-0140-MP) 25 N MILL CREEK RD QUINCY, CA 95971 (530) 283-3474 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356
SHADY PINES (32-0155-MP) 1750 LEE RD QUINCY, CA 95971 (530) 283-1587 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356
PINE FOREST (32-0164-MP) **Under Suspension** 2400 E MAIN ST QUINCY, CA 95971 (530) 283-9657 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356
COZY CORNER MHP (32-0172-MP) 2350 E MAIN ST QUINCY, CA 95971 (530) 906-7199 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356
PIONEER RV PARK (32-0180-MP) 1326 PIONEER RD QUINCY, CA 95971 (530) 283-0769 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356
RIVER RANCH RV PARK (32-0181-MP) 42331 HWY 70 QUINCY, CA 95971 (530) 283-1908 Location: Map	HCD - NORTHERN AREA OFFIC 9342 TECH CENTER DR SUITE SACRAMENTO, CA 95826 SACF Contact: Not Available 18009528356

Top of Form

Bottom of Form

From: Jacky Madarang <[redacted]>
Sent: Friday, August 12, 2022 3:31 PM
To: Langston, Jennifer <JenniferLangston@countyofplumas.com>
Cc: [redacted]
Subject: Re: 235 Fourth Street- REQUEST FOR DOCUMENTATION

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jennifer,

Thank you Ms. Langston. We will return the completed Request Form and Affidavit to your office upon completion. I apologise if you received a draft of an email addressed to 'Mel', that was an error on my part. If so, please kindly disregard. Thanks again!

Hope you enjoy a great weekend!

Jacky Madarang

On Tue, Aug 9, 2022 at 11:13 AM Langston, Jennifer <JenniferLangston@countyofplumas.com> wrote:

> Of course, I can get that for you. Please complete the attached form
>
> Jennifer Langston
>
> Chief Code Enforcement Officer
>
> Plumas County Planning and Building Services
>
> 555 Main Street, Quincy, CA
>
> (530)283-7002

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From: Jacky Madarang <[redacted]>
Sent: Tuesday, August 9, 2022 11:07 AM
To: CodeEnforcement <CodeEnforcement@countyofplumas.com>
Cc:[redacted] Jacky Madarang <[redacted]n>
Subject: 235 Fourth Street- REQUEST FOR DOCUMENTATION

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ms. Langston,

I hope this email finds you well. As owners and residents of the subject property, we would like to request a copy of the original complaint with, of course, the complainants' personal information removed. This being for our records and to further clarify the compliance plan. When the document is available, please let us know. Contact me (J. Madarang) with any questions using the information below or by responding to this email. Thank you in advance for your assistance in this matter. We look forward to hearing from you soon.

Best regards,

Melanie Eccles and Jacky Madarang

Co-owner Tenant

[redacted]

249 Fourth Street

Quincy, CA 95971

[redacted]

--

~Jacky Madarang

--

~Jacky Madarang

PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971
www.plumascounty.us

voice **(530) 283-7011**
fax **(530) 283-6134**

CITATION WARNING NOTICE

September 20, 2023

Charles Ellwood Trustee
C/O David Ellwood
[redacted]
Quincy, CA 95971

CERTIFIED MAIL

Re: 235 Fourth Street
Quincy, CA
APN: 116-272-004-000

This letter is to inform you that the above listed properties remain in non-compliance and if not corrected, an Administrative Citation shall be issued for up to $1000.00 a day.

1. **Plumas County Code 9-2.1302, 9-2.252 and 9-2.2502,** Junk yards are only permitted in Heavy Industrial Zones, the above address is Single Family Residential Zone only.
2. **California Penal Code 374.4 PC** (a) It is unlawful to litter or cause to be littered in or upon public or private property.
3. **Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles**
4. **Plumas County Code 6-10.103(a)-Depositing Solid Waste; Littering.**
5. **California Penal Code 373a PC**

Warning Notice Regarding Possible Fine or Lien on Property

While it is the County's commitment to work cooperatively with property owners to achieve compliance, failure to comply with a Notice of Order to correct violations may result in the issuing of an administrative citation or notice to abate, which includes the levying of a fine. Any fine or costs that are not paid within thirty days from the date of the administrative citation or completion of abatement will be subject to interest at the legal rate of ten percent per annum on the principal amount. To the extent permitted by Government Code Section 54988,

fees, costs or charges that have not been paid within forty-five days of notice thereof, the County may collect the fees, costs or charges by making the amount of the unpaid fees, costs or charges a proposed lien against the property that is the subject of the enforcement activity. In addition, the responsible party shall not be granted any additional permit, entitlement, agreement or other privilege until the administrative citation and appropriate fees have been resolved.

A Notice of Non-Compliance was sent in July 2021. Code Enforcement has re-inspected your property at 235 Fourth Street in Quincy. Even though the camping in Prime Opportunity areas has been corrected, the property continues to have multiple violations that still exist throughout the property with little to no improvement has been corrected. This is a safety hazard and a nuisance. This notice is to notify you that administrative citations shall be issued if the property is not brought into compliance by October 25, 2023.

Per Plumas County Code Section 1-4.01 Appeals will be in writing to the Board by filing with the County clerk. No appeal may be taken to any such administrative decision made by an official of the county pursuant to the provisions of this chapter unless such decision to appeal has been first taken up with the department head concerned.

Should you believe any of the information contained in this letter is incorrect, please advise.

Sincerely,

Jennifer Langston
Chief Code Enforcement Officer
Plumas County Building Department
(530) 283-7002
CodeEnforcement@countyofplumas.com

PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971
Voice (530)283-7002
Fax (530)283-6134
E-Mail: CodeEnforcement@countyofplumas.com

ADMINISTRATIVE CITATION

Citation No: 23-00063

Citation Date: 10/31/2023 Time: 1227 hrs

Assessor's Parcel Number: 116-272-004-000

An inspection of the property located at 235 Fourth Street, Quincy, CA 95971 in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

Name of Owner: Charles Ellwood Trustee, C/O David Ellwood

Mailing Address: [redacted]

☒ 1st CITATION $100.00 IS NOW DUE AND PAYABLE

☐ 2nd CITATION $500.00 IS NOW DUE AND PAYABLE

☐ 3rd (or subsequent) CITATION $1000.00 IS NOW DUE AND PAYABLE

On 12/1/2023 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued a second citation in the amount of $500.00.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 7/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

CODE SECTION(S):	DESCRIPTION OF VIOLATION(S):
Plumas County Code 5-8.01-	Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a)-	Depositing Solid Waste; Littering
California Penal Code	Crimes against the Public Health and Safety 373 pc

RECEIPT ACKNOWLEDGED BY _____ DATE _____

☒ SERVICE BY MAIL ☐ POSTING IN A CONSPICUOUS LOCATION AT THE RESIDENCE

SIGNATURE OF OFFICER PRINT NAME OF OFFICER

WHITE (Violation Copy) CANARY (Hearing Copy) PINK (Officer Copy)

PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971
Voice (530)283-7002
Fax (530)283-6134
E-Mail: CodeEnforcement@countyofplumas.com

ADMINISTRATIVE CITATION

Citation No: 23-00066

Citation Date: 12/8/2023 **Time:** 0912 hrs

Assessor's Parcel Number: 116-272-004-000

An inspection of the property located at 235 Fourth Street, Quincy, CA 95971 in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

Name of Owner: Charles Ellwood Trustee, C/O David Ellwood

Mailing Address: [redacted]

☐ **1st CITATION $100.00 IS NOW DUE AND PAYABLE**

☒ **2nd CITATION $500.00 IS NOW DUE AND PAYABLE**

☐ **3rd (or subsequent) CITATION $1000.00 IS NOW DUE AND PAYABLE**

On 12/25/2023 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued a second citation in the amount of $1000.00 .

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 7/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

CODE SECTION(S):	DESCRIPTION OF VIOLATION(S):
Plumas County Code 5-8.01-	Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a)-	Depositing Solid Waste; Littering
California Penal Code	Crimes against the Public Health and Safety 373 pc

RECEIPT ACKNOWLEDGED BY _____ **DATE** _____

☒ SERVICE BY MAIL ☐ POSTING IN A CONSPICUOUS LOCATION AT THE RESIDENCE

SIGNATURE OF OFFICER PRINT NAME OF OFFICER

WHITE (Violation Copy) CANARY (Hearing Copy) PINK (Officer Copy)

Langston, Jennifer

From: Kuntri Singer <[redacted]>
Sent: Monday, April 15, 2024 6:20 PM
To: Langston, Jennifer
Subject: Fwd: Grandpas 02/23/2024
Attachments: IMG_20240223_151628956.jpg; IMG_20240223_151614713.jpg; IMG_20240223_174121507.jpg

You don't often get email from kuntrisinger@gmail.com. Learn why this is important

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---------- Forwarded message ---------
From: **Kuntri Singer** <[redacted]>
Date: Mon, Apr 15, 2024, 3:41 PM
Subject: Grandpas 02/23/2024
To: <[redacted]>, <CodeEnforcement@countyofplumas.com>

1.Right Carport (After)
2&3.Dump Run
4.

CAUTION

Langston, Jennifer

From: Kuntri Singer <[redacted]>
Sent: Monday, April 15, 2024 3:42 PM
To: [redacted]t; CodeEnforcement
Subject: Grandpas 02/23/2024
Attachments: IMG_20240223_151628956.jpg; IMG_20240223_151614713.jpg; IMG_20240223_174121507.jpg

Some people who received this message don't often get email from kuntrisinger@gmail.com. Learn why this is important

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

1.Right Carport (After)
2&3.Dump Run
4.

CAUTION

HAAS

Langston, Jennifer

From: Jacky Madarang <[redacted]>
Sent: Monday, May 13, 2024 5:43 PM
To: Langston, Jennifer
Subject: 249 Fourth Street

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Ms. Langston,

I hope this email finds you in good health and spirits. I'm contacting you in reference to the subject property as a favor to Shannon Eccles, as her communication device was unavailable at the time of composing this email. She will contact you directly when her device becomes available.

She just wanted to check in with you to let you know that steady progress is being made at the above referenced property. She has arranged to finish removing the yard debris piles from the front of the house and should have that completed by this weekend. I hope your work week is going smooth.

In gratitude,

Jacky Madarang

Planning & Building Services
Code Enforcement Office
555 Main Street, Quincy, CA 95971
(530) 283-7002

Correction Notice

Location of Violation: 249 Fourth Street & 235 Fourth Street, Quincy, CA

Case No: 22-0022 **APN:** 116-272-004-000 & 116-272-005-000

Property Owner Name: Charles Ellwood Trustee, C/O David Ellwood

Date: Wednesday, December 27, 2023

Reporting Officer Jennifer Langston CCEO #C45666093

To avoid any further Administrative Citations, please adhere to the following instructions:

Continuous progress must be made in rectify the violations within the properties listed above. Bi-weekly updates on the clean-up progress for the mentioned properties must be submitted to the Plumas County Code Enforcement. The first progress report should be submitted no later than January 12, 2024.

Each update should include a description of the corrective actions taken for the listed violations, photographs of the solid waste removed from the property, and copies of documents or invoices that verify the corrections of the violations. For example, bill of sales, dump run receipts.

If no solid waste was removed from the property within a two-week period, a description and a photograph of the corrected violation must be provided. For instance, a trailer or roll-off loaded with solid waste ready for a dump run.

The photographs and invoices will serve as evidence of ongoing efforts to achieve compliance and rectify all violations within the mentioned properties.

Bi-weekly reports can be submitted via email to jenniferlangston@countyofplumas.com, mailed or hand-delivered to the Plumas County Building Department at 555 Main Street, Quincy, CA 95971 addressed to Jennifer Langston, or sent as a text message to Chief Langston's work cell phone at (530)927-9239.

In the event that work could not be carried out due to winter weather conditions such as snow or flooding, a bi-weekly check-in via text or email will still be required. However, work on correcting the violations can be postponed until the weather conditions improve and work can resume.

Planning & Building Services
Code Enforcement Office
555 Main Street, Quincy, CA 95971
(530) 283-7002

Failure to provide bi-weekly progress reports by the 2nd and 4th Friday of every month will result in the issuance of Administrative and/or Criminal Citations.

Please note that there may be additional violations within the structures and/or properties that are not listed on the notices. Until a site inspection is conducted, all violations must be rectified to achieve compliance and close the case on the mentioned properties.

Once the violations have been rectified, a site inspection will be necessary to close the case. The property owner may request a site inspection by code enforcement for any questions or clarifications to assist in rectifying the violations within the properties, with a 72-hour notice excluding county holidays and weekends.

Plumas County Code 5-8.01 Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles.

Plumas County Code 6-10.103(a) Depositing Solid Waste; Littering.

Plumas County Code 8-16.01 Removal of dirt, rubbish, weeds, or other rank growth.

Plumas County Code 9-2.1301 having a Junk yard (9-2.252) within a Single-family residential zone.

Plumas County Code 9-2.405 Camping shall be prohibited within Prime Opportunity Areas.

Per Plumas County Code Section 1-4.01 Appeals will be in writing to the Board by filing with the County Clerk. No Appeal may be taken to any such administrative decision made by an official of the county pursuant to the provisions of this chapter unless such decision to appeal has been first taken up with the department head concerned.

Should you believe any of the information contained in this letter is incorrect, please advise.

Sincerely,

Jennifer Langston
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002

Planning & Building Services
Code Enforcement Office
555 Main Street, Quincy, CA 95971
(530) 283-7002

Correction Notice

Location of Violation: 249 Fourth Street & 235 Fourth Street, Quincy, CA

Case No: 22-0022 **APN:** 116-272-004-000 & 116-272-005-000

Property Owner Name: Charles Ellwood Trustee, C/O David Ellwood

Date: Wednesday, December 27, 2023

(Updated as of April 3, 2024, due to their non-compliance)

Reporting Officer Jennifer Langston CCEO #C45666093

To avoid any further Administrative Citations, please adhere to the following instructions:

Continuous progress must be made in rectify the violations within the properties listed above. Bi-weekly updates on the clean-up progress for the mentioned properties must be submitted to the Plumas County Code Enforcement. The first progress report should be submitted no later than January 12, 2024. Per your request, the initiation of progress reporting has been rescheduled to Mondays, with the commencement date set for no later than April 8th, 2024.

Each update should include a description of the corrective actions taken for the listed violations, photographs of the solid waste removed from the property, and copies of documents or invoices that verify the corrections of the violations. For example, bill of sales, dump run receipts.

If no solid waste was removed from the property within a two-week period, a description and a photograph of the corrected violation must be provided. For instance, a trailer or roll-off loaded with solid waste ready for a dump run.

The photographs and invoices will serve as evidence of ongoing efforts to achieve compliance and rectify all violations within the mentioned properties.

Bi-weekly reports can be submitted via email to jenniferlangston@countyofplumas.com, mailed or hand-delivered to the Plumas County Building Department at 555 Main Street, Quincy, CA 95971 addressed to Jennifer Langston, or sent as a text message to Chief Langston's work cell phone at (530)927-9239.

In the event that work could not be carried out due to winter weather conditions such as

snow or flooding, a bi-weekly check-in via text or email will still be required. However, work on correcting the violations can be postponed until the weather conditions improve and work can resume.

Failure to provide bi-weekly progress reports by the 2nd and 4th Monday of every month will result in the issuance of Administrative and/or Criminal Citations.

Please note that there may be additional violations within the structures and/or properties that are not listed on the notices. Until a site inspection is conducted, all violations must be rectified to achieve compliance and close the case on the mentioned properties.

Once the violations have been rectified, a site inspection will be necessary to close the case. The property owner may request a site inspection by code enforcement for any questions or clarifications to assist in rectifying the violations within the properties, with a 72-hour notice excluding county holidays and weekends.

Plumas County Code 5-8.01 Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles.
Plumas County Code 6-10.103(a) Depositing Solid Waste; Littering.
Plumas County Code 8-16.01 Removal of dirt, rubbish, weeds, or other rank growth.
Plumas County Code 9-2.1301 having a Junk yard (9-2.252) within a Single-family residential zone.
Plumas County Code 9-2.405 Camping shall be prohibited within Prime Opportunity Areas.

Per Plumas County Code Section 1-4.01 Appeals will be in writing to the Board by filing with the County Clerk. No Appeal may be taken to any such administrative decision made by an official of the county pursuant to the provisions of this chapter unless such decision to appeal has been first taken up with the department head concerned.

Should you believe any of the information contained in this letter is incorrect, please advise.

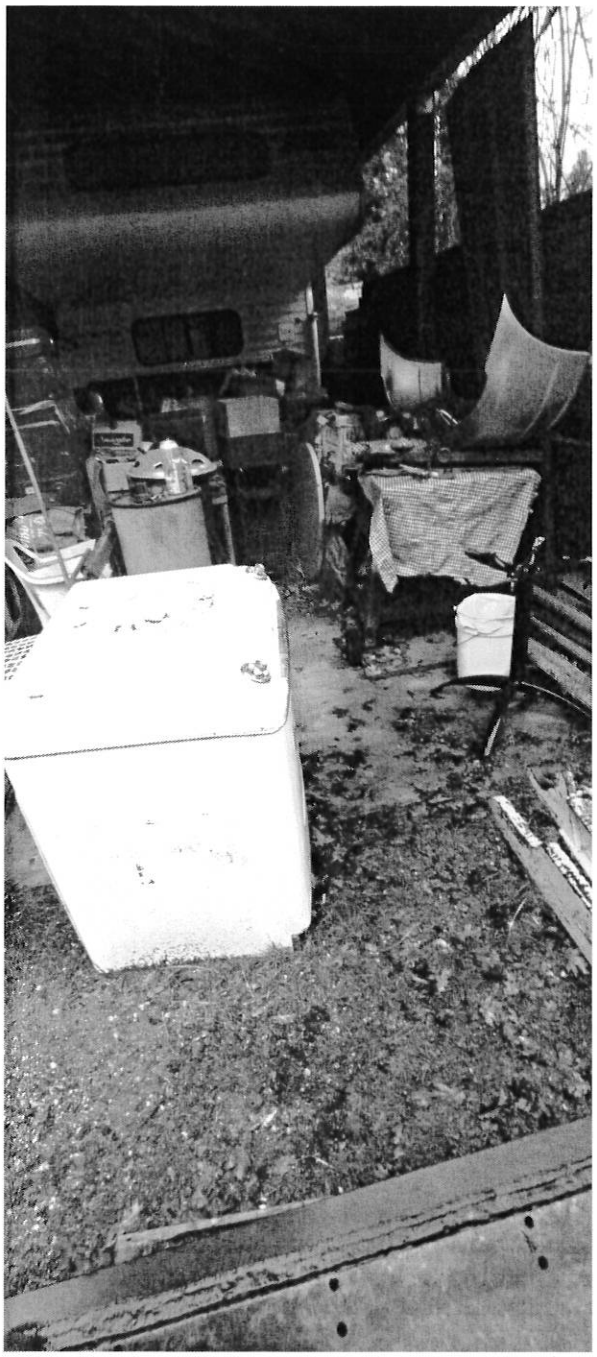
Sincerely,

Jennifer Langston
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002

RECEIVED
FEB 20 2024
PC Planning+Building

Jennifer Langston
Code Enforcement

Case #22-0022
(for 2 weeks ending 2/23/2024)



CAUTION

RECEIPT DATE 2-24-24 No. 889890

RECEIVED FROM WM $ 50.60

DOLLARS

○ FOR RENT
○ FOR 2 yds waste

ACCOUNT		○ CASH
PAYMENT		⊘ CHECK
BAL. DUE		○ MONEY ORDER
		○ CREDIT CARD

FROM _____ TO _____

BY Eric

3-11

Got to transfer station too close to quitting time on Friday so trailer was dumped Saturday.

WASTE MANAGEMENT

Feather River Transfer Station
1166 Industrial Way
Quincy, CA, 95971

Ph: (530) 283-2065

Reprint
Ticket# 61461

Customer Name	CASHACCOUNTFEATHER FEATHER RI	Carrier	CASHEQTS CASH ACCT QUINCY TRANSFER
Ticket Date	02/05/2024	Vehicle#	1
Payment Type	Check	Container	
Manual Ticket#		Driver	
Route		Check#	4694
Hauling Ticket#		Billing#	0000324
Destination	QUINCY TS	Grid	
PO#			

	Time	Scale	Operator	Inbound	
In	02/05/2024 16:03:29	MANUAL WT	EQTS		Gross
Out	02/05/2024 16:03:29		EQTS		Tare
					Net
					Tons

Comments

	Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1	LTR-MSW - LARGER TRUCKS	100	1.00	Yards	25.30		$25.30	

Amt $25.30, Amt Tendered $26.00, Chg Due $0.70

Total Tax	
Total Ticket	$25.30

Driver`s Signature

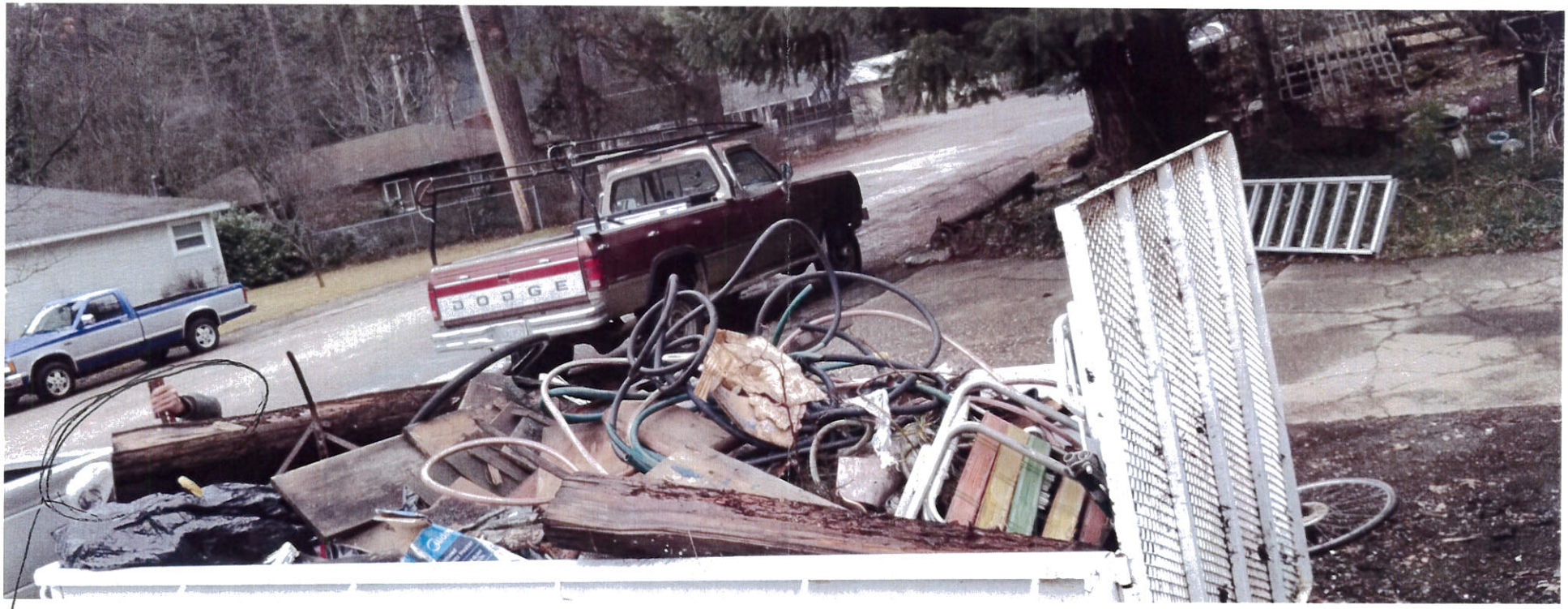
Jennifer Langston
Code Enforcement

January 26, 2024

Case No: 22-0022

Photos (1); dump receipt (1)

Melanie Eccles



This is Jason trying to get the trailer hitch to work.

The dump closed before he could get the trailer hooked up, so the actual dump run was Saturday as shown on the receipt.

A friend of Jackie's took the big black bags of recycling when none of us were around to take photos. At least they are gone!

WASTE MANAGEMENT

Feather River Transfer Station
1166 Industrial Way
Quincy, CA, 95971

Ph: (530) 283-2065

Original
Ticket# 61055

Customer Name	CASHACCOUNTFEATHER FEATHER RI	Carrier	CASHEQTS CASH ACCT QUINCY TRANSFER
Ticket Date	01/27/2024	Vehicle#	1 Volume
Payment Type	Check	Container	
Manual Ticket#		Driver	
Route		Check#	4691
Hauling Ticket#		Billing#	0000324
Destination	QUINCY TS	Grid	
PO#			

	Time	Scale	Operator	Inbound	
In	01/27/2024 13:31:30	MANUAL WT	EQTS		Gross
Out	01/27/2024 13:31:30		EQTS		Tare
					Net
					Tons

Comments

	Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1	LTR-MSW - LARGER TRUCKS	100	2.00	Yards	25.30		$50.60	

Amt $50.60, Amt Tendered $51.00, Chg Due $0.40

Total Tax
Total Ticket $50.60

Driver`s Signature

Jennifer Langston
Code Enforcement Office
555 Main Street
Quincy, CA 95971

01/12/2024

RECEIVED
JAN 16 2024
PC Planning/Building

Jason thought I had taken photos and I thought he had done so.
The trailer was dumped, receipt follows.

Jason is loading the pickup truck right now.
Everything is pretty much stuck to the ground and to each other but believe me we can still fill the trailer!

The Malibu is registered now and will be going to the repair shop as soon as its parts arrive.

Melanie Eccles
01-12-2024

WASTE MANAGEMENT

Feather River Transfer Station
1166 Industrial Way
Quincy, CA, 95971

Ph: (530) 283-2065

Original
Ticket# 60130

Customer Name CASHACCOUNTFEATHER FEATHER RI
Ticket Date 01/05/2024
Payment Type Check
Manual Ticket#
Route
Hauling Ticket#
Destination QUINCY TS
PO#

Carrier CASHEQTS CASH ACCT QUINCY TRANSFER
Vehicle# 1
Container
Driver
Check# 4688
Billing# 0000324
Grid
Volume

	Time	Scale	Operator	Inbound	
In	01/05/2024 15:51:33	MANUAL WT	EQTS		Gross
Out	01/05/2024 15:51:33		EQTS		Tare
					Net
					Tons

Comments

	Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1	LTR-MSW - LARGER TRUCKS	100	3.00	Yards	25.30		$75.90	

Amt $75.90, Amt Tendered $76.00, Chg Due $0.10

Total Tax
Total Ticket $75.90

Driver`s Signature

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION

CITATION NUMBER:	DATE:	TIME:
24-00060	12/09/2024	7:27 AM

An inspection of the property located at 249 FOURTH ST in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

OWNER:
ELLWOOD CHARLES M TRUSTEE
[redacted] QUINCY CA 95971

ASSESSOR'S PARCEL NUMBER:
116272005

1st CITATION $100.00 IS NOW DUE AND PAYABLE

On 01/09/2025 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued another citation in the amount of 500 USD.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 07/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

DESCRIPTION OF VIOLATION(S):

Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a).-Depositing Solid Waste; Littering
California Penal Code Crimes against the Public Health and Safety 374.4 pc

Receipt Acknowledged By

Date

Jennifer Langston
CCEO# C54666093
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002
CodeEnforcement@countyofplumas.com

Service Type: SERVICE BY MAIL

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION

CITATION NUMBER:	DATE:	TIME:
24-00061	12/09/2024	7:27 AM

An inspection of the property located at 235 FOURTH ST in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

OWNER:
CHARLES ELLWOOD TRUSTEE
[redacted]
QUINCY CA 95971

ASSESSOR'S PARCEL NUMBER:
116272004 0

1st CITATION $100.00 IS NOW DUE AND PAYABLE

On 01/09/2025 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued another citation in the amount of 500 USD.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 07/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

DESCRIPTION OF VIOLATION(S):

Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a).-Depositing Solid Waste; Littering
California penal Code Crimes against the Public Health and Safety 374.4 pc

Receipt Acknowledged By

Date

Jennifer Langston
CCEO# C54666093
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002
CodeEnforcement@countyofplumas.com

Service Type: SERVICE BY MAIL

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION

CITATION NUMBER:	DATE:	TIME:
25-00002	01/15/2025	11:03 AM

An inspection of the property located at 249 FOURTH ST in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

OWNER:
Charles ELLWOOD CHARLES M
TRUSTEE
[redacted] QUINCY CA 95971
Quincy CA 95971

ASSESSOR'S PARCEL NUMBER:
116272005

2nd CITATION $500.00 IS NOW DUE AND PAYABLE

On 01/29/2025 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued another citation in the amount of 1000 USD.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 07/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

DESCRIPTION OF VIOLATION(S):

Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a).-Depositing Solid Waste; Littering
California Penal Code Crimes against the Public Health and Safety 374.4 pc

Receipt Acknowledged By

Date

Jennifer Langston
CCEO# C54666093
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002
CodeEnforcement@countyofplumas.com

Service Type: SERVICE BY MAIL

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION

CITATION NUMBER:	DATE:	TIME:
25-00003	01/15/2025	11:04 AM

An inspection of the property located at 235 FOURTH ST in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

OWNER:
CHARLES ELLWOOD TRUSTEE
[redacted]
QUINCY CA 95971

ASSESSOR'S PARCEL NUMBER:
116272004 0

2nd CITATION $500.00 IS NOW DUE AND PAYABLE

On 01/29/2025 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued another citation in the amount of 1000 USD.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 07/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

DESCRIPTION OF VIOLATION(S):

Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a).-Depositing Solid Waste; Littering
California penal Code Crimes against the Public Health and Safety 374.4 pc

Receipt Acknowledged By

Date

Jennifer Langston
CCEO# C54666093
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002
CodeEnforcement@countyofplumas.com

Service Type: SERVICE BY MAIL

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION

CITATION NUMBER:	DATE:	TIME:
25-00011	02/05/2025	11:37 AM

An inspection of the property located at 249 FOURTH ST in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

OWNER:
Charles ELLWOOD CHARLES M
TRUSTEE
[redacted] QUINCY CA 95971
Quincy CA 95971

ASSESSOR'S PARCEL NUMBER:
116272005

3rd (or subsequent) CITATION $1000.00 IS NOW DUE AND PAYABLE

On 02/10/2025 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued another citation in the amount of 1000 USD.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 07/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

DESCRIPTION OF VIOLATION(S):

Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a).-Depositing Solid Waste; Littering
California Penal Code Crimes against the Public Health and Safety 374.4 pc

Receipt Acknowledged By

Date

Jennifer Langston
CCEO# C54666093
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002
CodeEnforcement@countyofplumas.com

Service Type: SERVICE BY MAIL

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION

CITATION NUMBER:	DATE:	TIME:
25-00013	02/05/2025	11:37 AM

An inspection of the property located at 235 FOURTH ST in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

OWNER:
CHARLES ELLWOOD TRUSTEE
[redacted]
QUINCY CA 95971

ASSESSOR'S PARCEL NUMBER:
116272004 0

3rd (or subsequent) CITATION $1000.00 IS NOW DUE AND PAYABLE

On 02/10/2025 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued another citation in the amount of 1000 USD.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 07/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

DESCRIPTION OF VIOLATION(S):

Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a).-Depositing Solid Waste; Littering
California penal Code Crimes against the Public Health and Safety 374.4 pc

Receipt Acknowledged By

Date

Jennifer Langston
CCEO# C54666093
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002
CodeEnforcement@countyofplumas.com

Service Type: SERVICE BY MAIL

Certified Mail Receipt for Citations # 25-00020 & 25-00019

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Charles Ellwood Trustee

[redacted]

Quincy CA 95971

9590 9402 9189 4225 1644 21

2. Article Number (Transfer from service label)

9589 0710 5270 2306 6870 43

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Shannon Eccles

C. Date of Delivery 2/22/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 CE Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

[redacted] Trustee

Quincy, CA 95971

9590 9402 8364 3156 3734 85

2. Article Number (Transfer from service label)

9589 0710 5270 0171 7158 16

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X D Elwood ☐ Agent ☒ Addressee

B. Received by (Printed Name) DAVID ELWOOD

C. Date of Delivery 12·16·24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 CE Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Charles Ellwood Trustee

[redacted]

Quincy CA 95971

9590 9402 9189 4225 1642 78

2. Article Number *(Transfer from service label)*

9589 0710 5270 2306 6869 30

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 CE Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Charles Ellwood Trustee

[redacted]

Quincy CA 95971

9590 9402 9189 4225 1642 30

2. Article Number *(Transfer from service label)*

9589 0710 5270 2306 6869 78

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 CE Domestic Return Receipt

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION

CITATION NUMBER:	DATE:	TIME:
25-00019	02/18/2025	9:00 AM

An inspection of the property located at 235 FOURTH ST in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

OWNER:
CHARLES ELLWOOD TRUSTEE
[redacted]
QUINCY CA 95971

ASSESSOR'S PARCEL NUMBER:
116272004 0

3rd (or subsequent) CITATION $1000.00 IS NOW DUE AND PAYABLE

On 02/19/2025 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued another citation in the amount of 1000 USD.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 07/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

DESCRIPTION OF VIOLATION(S):

Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a).-Depositing Solid Waste; Littering
California penal Code Crimes against the Public Health and Safety 374.4 pc

Receipt Acknowledged By

Date

Jennifer Langston
CCEO# C54666093
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002
CodeEnforcement@countyofplumas.com

Service Type: SERVICE BY MAIL

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION

CITATION NUMBER:	DATE:	TIME:
25-00020	02/18/2025	9:00 AM

An inspection of the property located at 249 FOURTH ST in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

OWNER:
Charles ELLWOOD CHARLES M
TRUSTEE
[redacted] QUINCY CA 95971
Quincy CA 95971

ASSESSOR'S PARCEL NUMBER:
116272005

3rd (or subsequent) CITATION $1000.00 IS NOW DUE AND PAYABLE

On 02/19/2025 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued another citation in the amount of 1000 USD.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 07/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

DESCRIPTION OF VIOLATION(S):

Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a).-Depositing Solid Waste; Littering
California Penal Code Crimes against the Public Health and Safety 374.4 pc

Receipt Acknowledged By

Date

Jennifer Langston
CCEO# C54666093
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002
CodeEnforcement@countyofplumas.com

Service Type: SERVICE BY MAIL

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION

CITATION NUMBER: 25-00013

DATE: 02/05/2025

TIME: 11:37 AM

An inspection of the property located at 235 FOURTH ST in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

OWNER:
CHARLES ELLWOOD TRUSTEE
[redacted]
QUINCY CA 95971

ASSESSOR'S PARCEL NUMBER:
116272004 0

3rd (or subsequent) CITATION $1000.00 IS NOW DUE AND PAYABLE

On 02/10/2025 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued another citation in the amount of 1000 USD.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 07/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

DESCRIPTION OF VIOLATION(S):

Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a).-Depositing Solid Waste; Littering
California penal Code Crimes against the Public Health and Safety 374.4 pc

Receipt Acknowledged By

Date

CEI

Jennifer Langston
CCEO# C54666093
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002
CodeEnforcement@countyofplumas.com

Service Type: SERVICE BY MAIL

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION

CITATION NUMBER:	DATE:	TIME:
25-00011	02/05/2025	11:37 AM

An inspection of the property located at 249 FOURTH ST in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

OWNER:
Charles ELLWOOD CHARLES M
TRUSTEE
[redacted]UINCY CA 95971
Quincy CA 95971

ASSESSOR'S PARCEL NUMBER:
116272005

3rd (or subsequent) CITATION $1000.00 IS NOW DUE AND PAYABLE

On 02/10/2025 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued another citation in the amount of 1000 USD.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 07/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

DESCRIPTION OF VIOLATION(S):

Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a).-Depositing Solid Waste; Littering
California Penal Code Crimes against the Public Health and Safety 374.4 pc

Receipt Acknowledged By

Date

CEI

Jennifer Langston
CCEO# C54666093
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002
CodeEnforcement@countyofplumas.com

Service Type: SERVICE BY MAIL

RECEIVED
FEB 25 2025
BY: [signature]

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

REQUEST FOR APPEAL HEARING OF ADMINISTRATIVE CITATION

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Appellant Information (Person Appealing Determination)

David C. Ellwood	[signature]
Name Printed	Signature
[redacted]	Quincy, CA 95971
Mailing Address	City, State Zip
530 283-3376	~~dcellwood~~ david@dcellwood.com
Telephone Number	Email Address
249 4th St.	~~116272004~~ 116272005
Physical Location of Violation	APN

☑ Attached is the receipt from the Plumas County Treasurer/Tax Collector showing that an advanced deposit of the fine has been paid.

The appeal to the Administrative Citation is on the below basis (no other basis are an acceptable appeal basis):

☑ The violation(s) did not exist, and/or;

☐ I am not the party responsible for the violation(s).

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Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

RECEIVED
FEB 25 2025
BY:

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Appellant Information (Person Appealing Determination)

David C. Ellwood — Name Printed

[redacted] — Mailing Address

Quincy, CA 95971 — City, State Zip

530-283-3376 — Telephone Number

david@dcellwood.com — Email Address

235 4th St. — Physical Location of Violation

116272004O — APN

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PLUMAS COUNTY TREASURER
COLLECTIONS DIVISION
PO BOX 176
QUINCY, CA 95971-0176

02/25/2025

530-283-6258

ELLWOOD, CHARLES C/O DAVID E.
[redacted]
QUINCY, CA 95971

Receipt

Account: CCC 25-00020
Receipt: 494,649
Payment type: PCK
Received: 02/25/2025
Amount received: 1,000.00

Account balance: .00

Next due date:
Minimum amount due: .00

Balance of all your accounts: .00

To pay by credit card call GovPayNet at 1-888-604-7888 or go online to www.govpaynow.com. Use pay location code (PLC) 7511.
GovPayNet accepts credit cards, debit cards or prepaid debit cards branded MASTERCARD, VISA, AMERICAN EXPRESS and DISCOVER.

- - - -

PLUMAS COUNTY TREASURER
COLLECTIONS DIVISION
PO BOX 176
QUINCY, CA 95971-0176

02/25/2025

530-283-6258

ELLWOOD, CHARLES C/O DAVID E.
[redacted]
QUINCY, CA 95971

Receipt

Account: CCC 25-00019
Receipt: 494,648
Payment type: PCK
Received: 02/25/2025
Amount received: 1,000.00

Account balance: .00

Next due date:
Minimum amount due: .00

Balance of all your accounts: 1,000.00

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PLUMAS COUNTY TREASURER
COLLECTIONS DIVISION
PO BOX 176
QUINCY, CA 95971-0176

02/25/2025

530-283-6258

ELLWOOD, CHARLES C/O DAVID E.
[redacted]
QUINCY, CA 95971

Receipt

Account: CCC 25-00013
Receipt: 494,647
Payment type: PCK
Received: 02/25/2025
Amount received: 1,000.00

Account balance: .00

Next due date:
Minimum amount due: .00

Balance of all your accounts: 2,000.00

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COLLECTIONS DIVISION
PO BOX 176
QUINCY, CA 95971-0176

02/25/2025

530-283-6258

ELLWOOD, CHARLES C/O DAVID E.
[redacted]
QUINCY, CA 95971

Receipt

Account: CCC 25-00011
Receipt: 494,646
Payment type: PCK
Received: 02/25/2025
Amount received: 1,000.00

Account balance: .00

Next due date:
Minimum amount due: .00

Balance of all your accounts: 3,000.00

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Telephone Number	Email Address
249 4th St.	~~116272004~~ 116272005
Physical Location of Violation	APN

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Appellant Information (Person Appealing Determination)

David C. Ellwood — Name Printed

[redacted] — Mailing Address

530-283-3376 — Telephone Number

235 4th St. — Physical Location of Violation

Signature

Quincy, CA 95971 — City, State Zip

david@dcellwood.com — Email Address

116272004O — APN

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Planning & Building Services
Code Enforcement Office
555 Main Street, Quincy, CA 95971
(530) 283-7002

Case No: 22-0022
Location of Violation: 249 & 235 Fourth Street **APN: 116-272-005-000 & 116-272-004-000**
Reporting Officer: Jennifer Langston CCEO #C45666093

Narrative: Shown in the picture, multiple vehicles unknown if operable from this picture. Slide out on RV parked on the property. Trash bin indicating trash service.

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Code Enforcement Office
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Reporting Officer: Jennifer Langston CCEO #C45666093

Narrative: Shown in the picture, RV slide out, solid waste and trash bin.

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Narrative: Picture showing solid waste, RV with the entry door open and the entry steps down. Outdoor lights on and hanging within the tree in the front yard. Note child's toy/jeep

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Narrative: picture showing solid waste. Note child's toy/jeep

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Narrative: Picture showing tent in front yard

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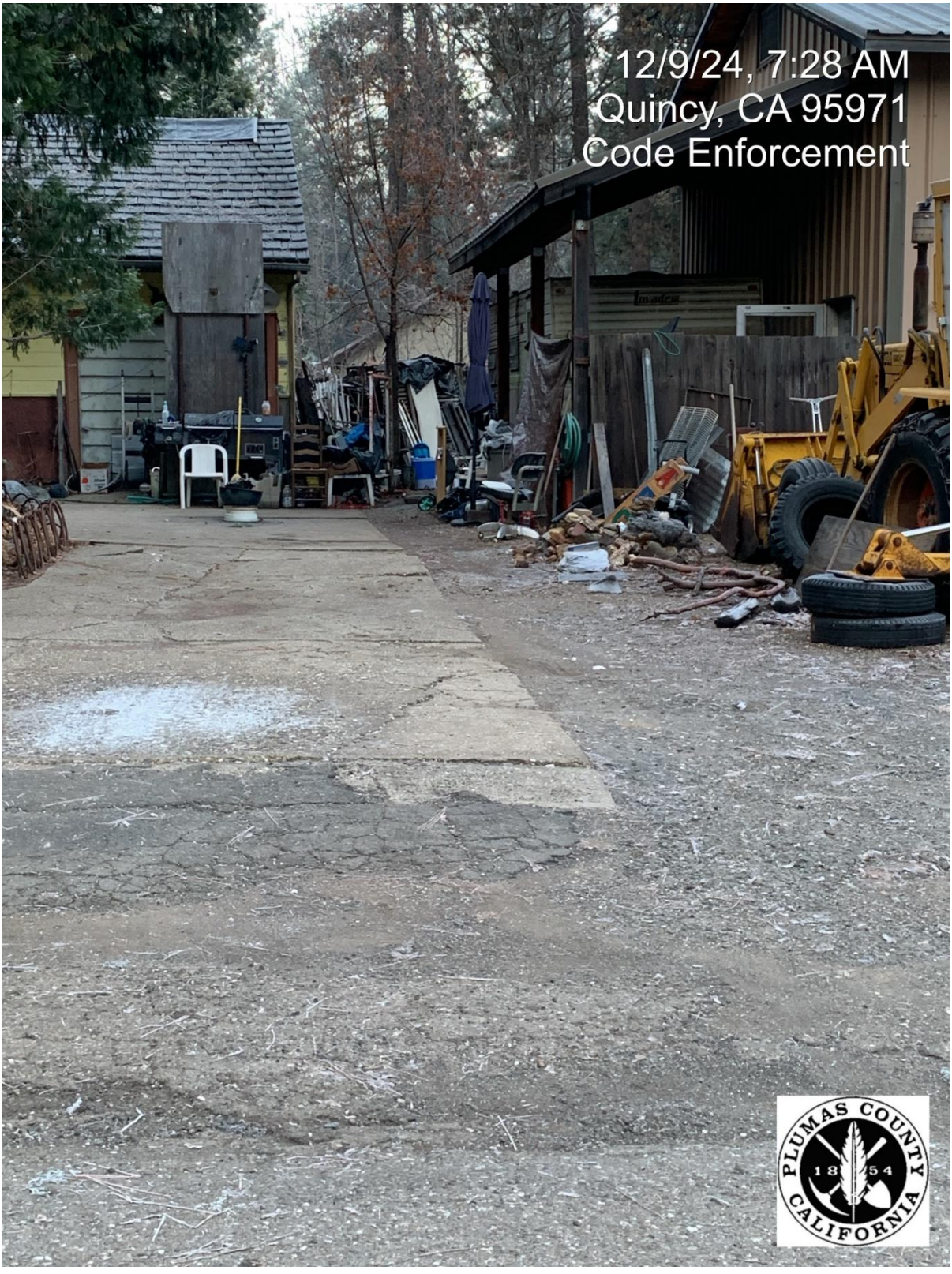

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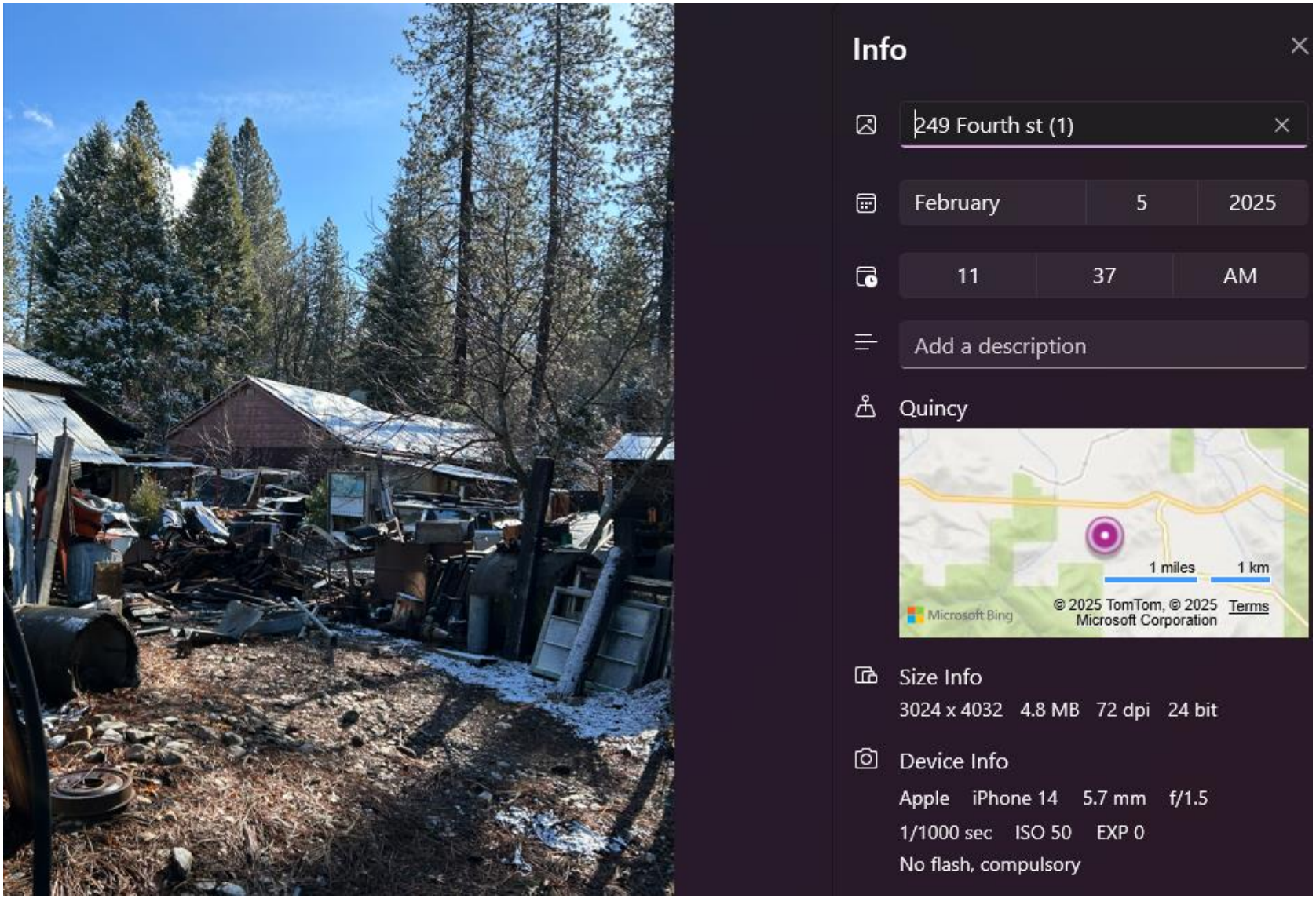

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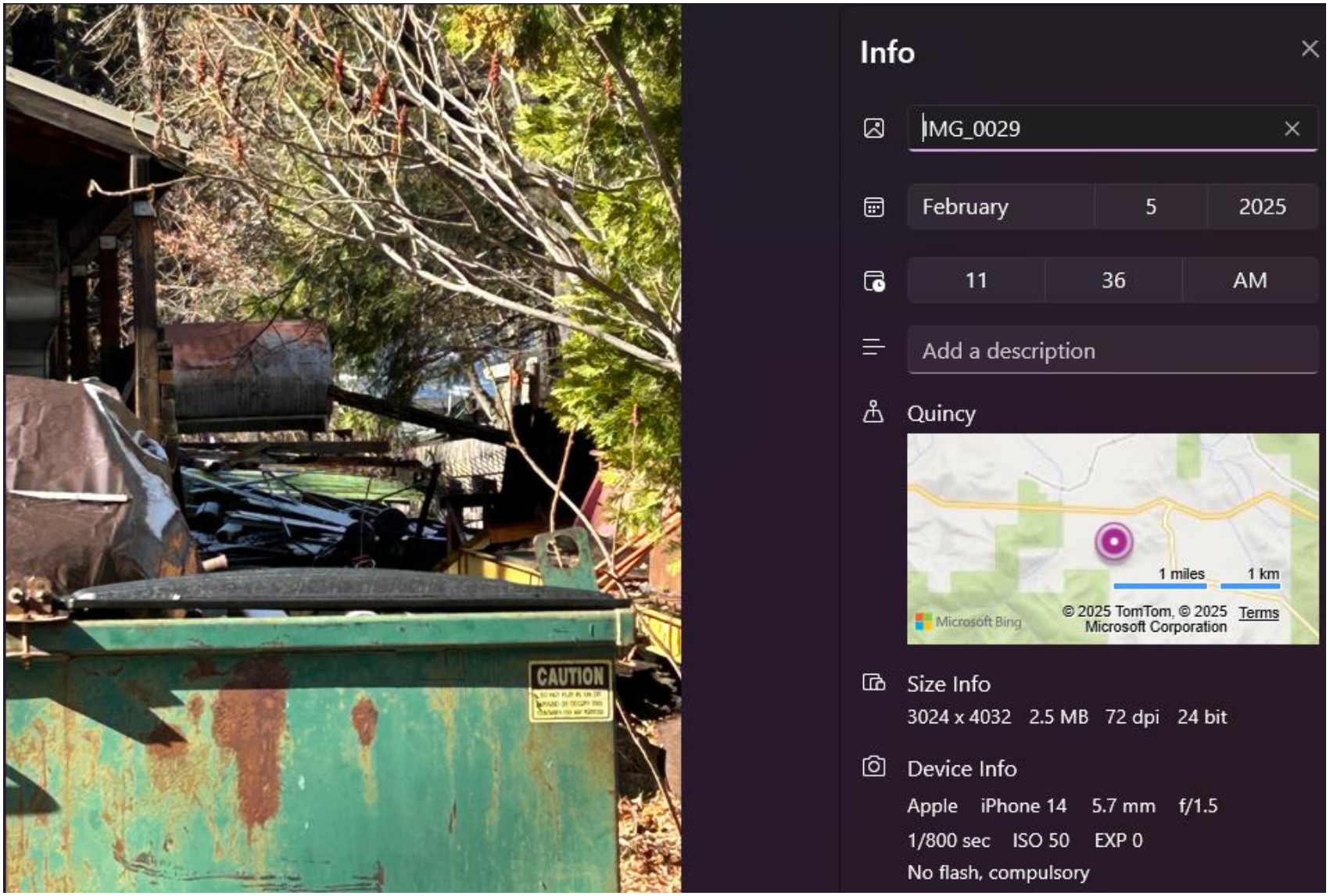

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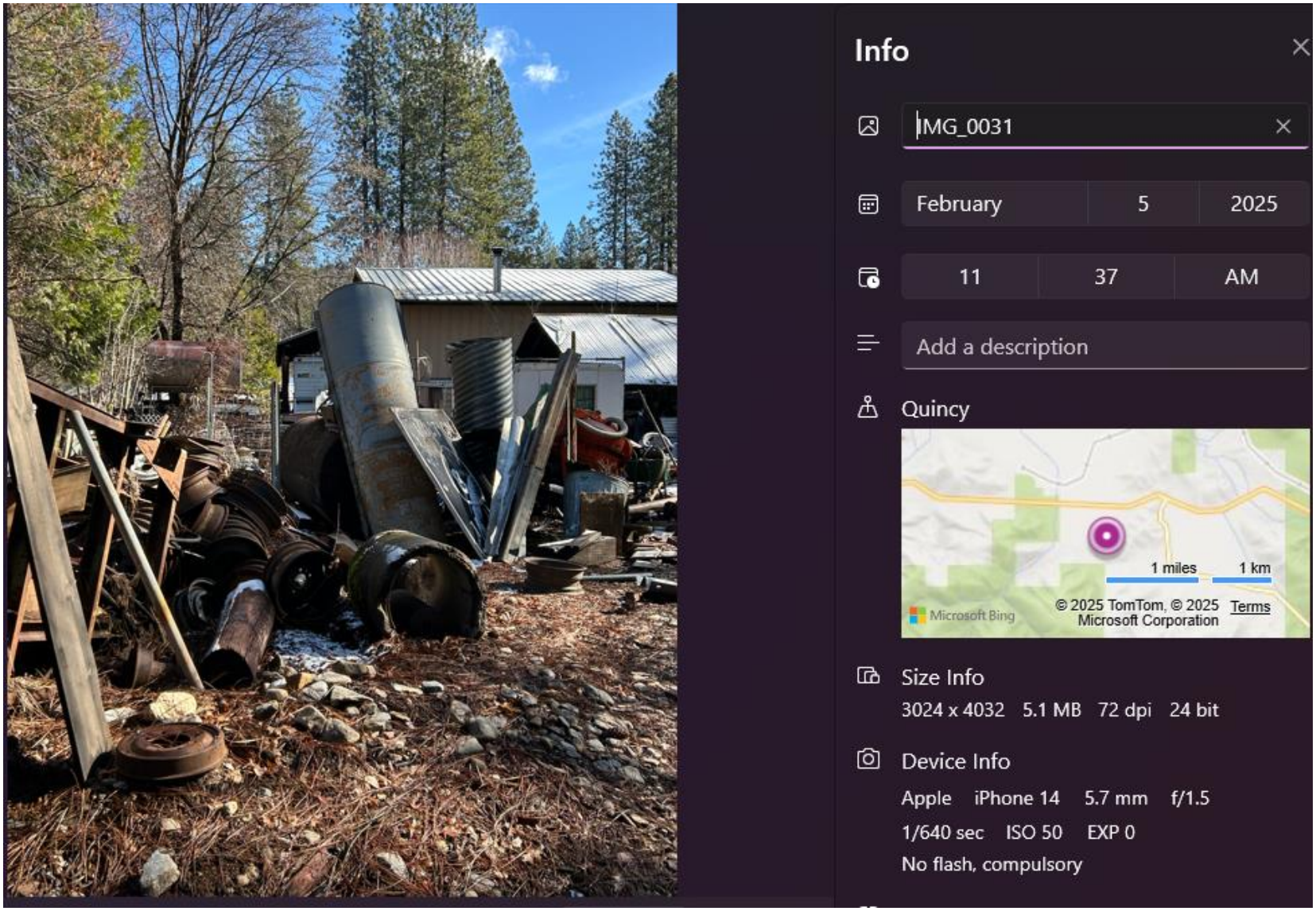

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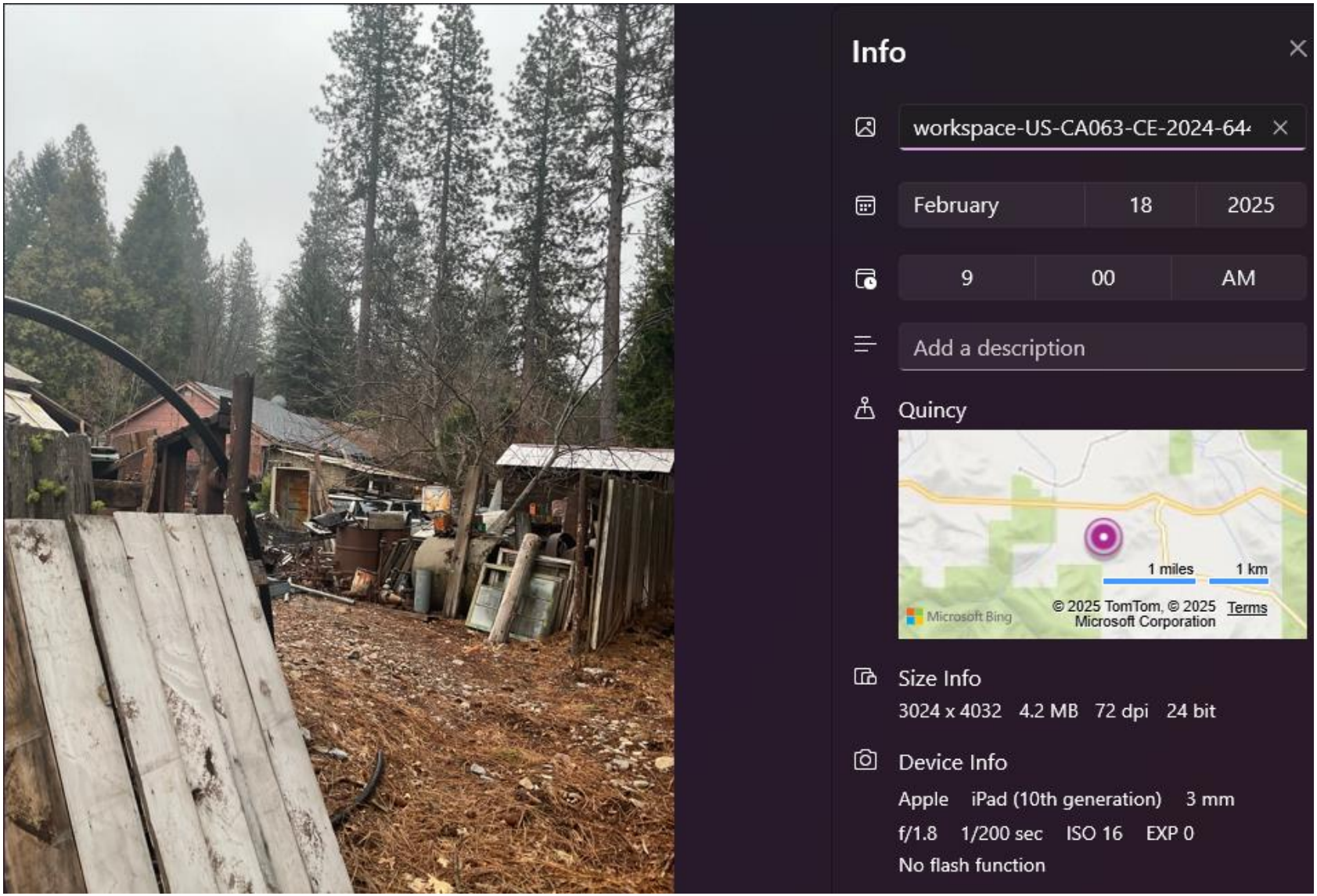

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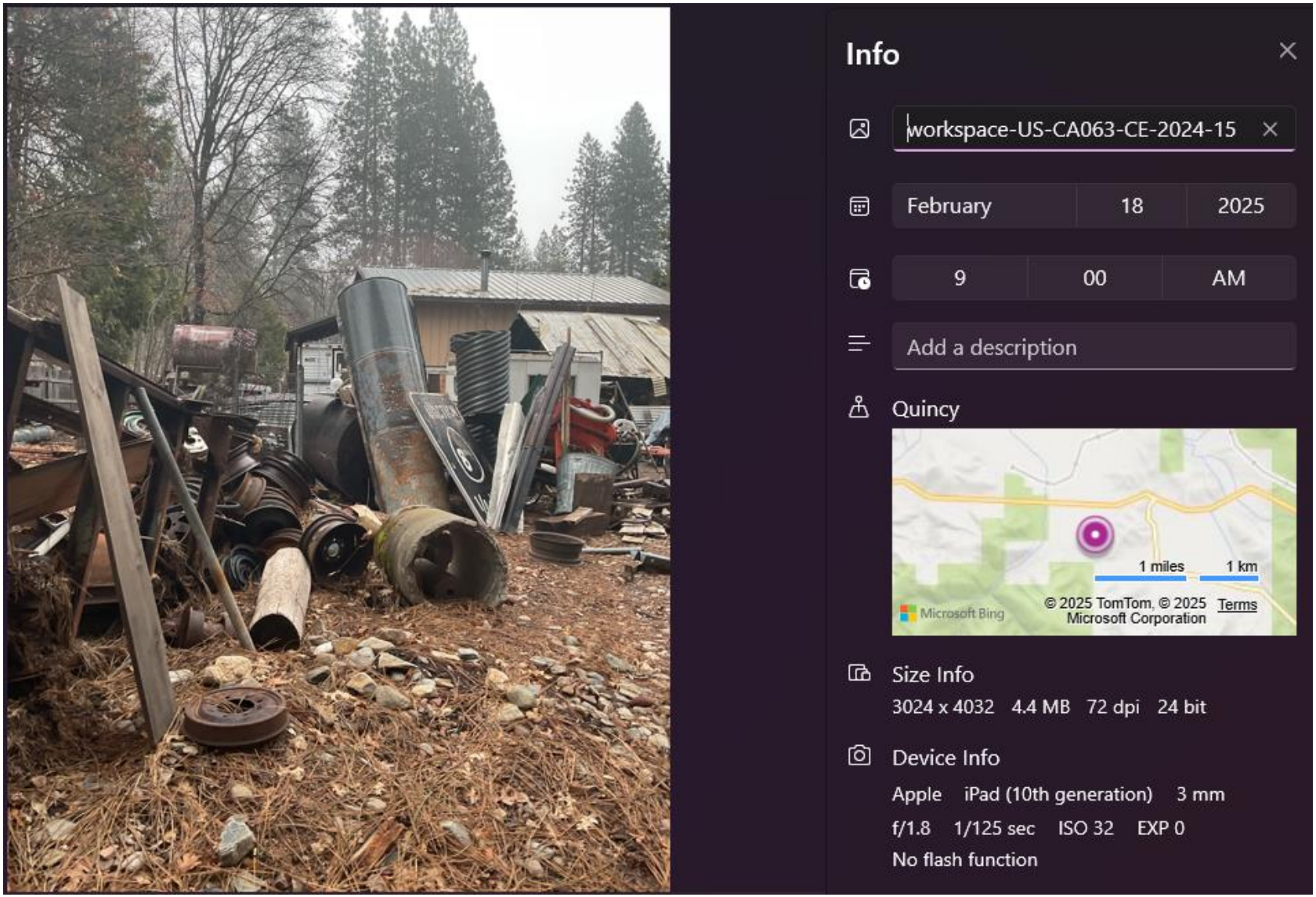

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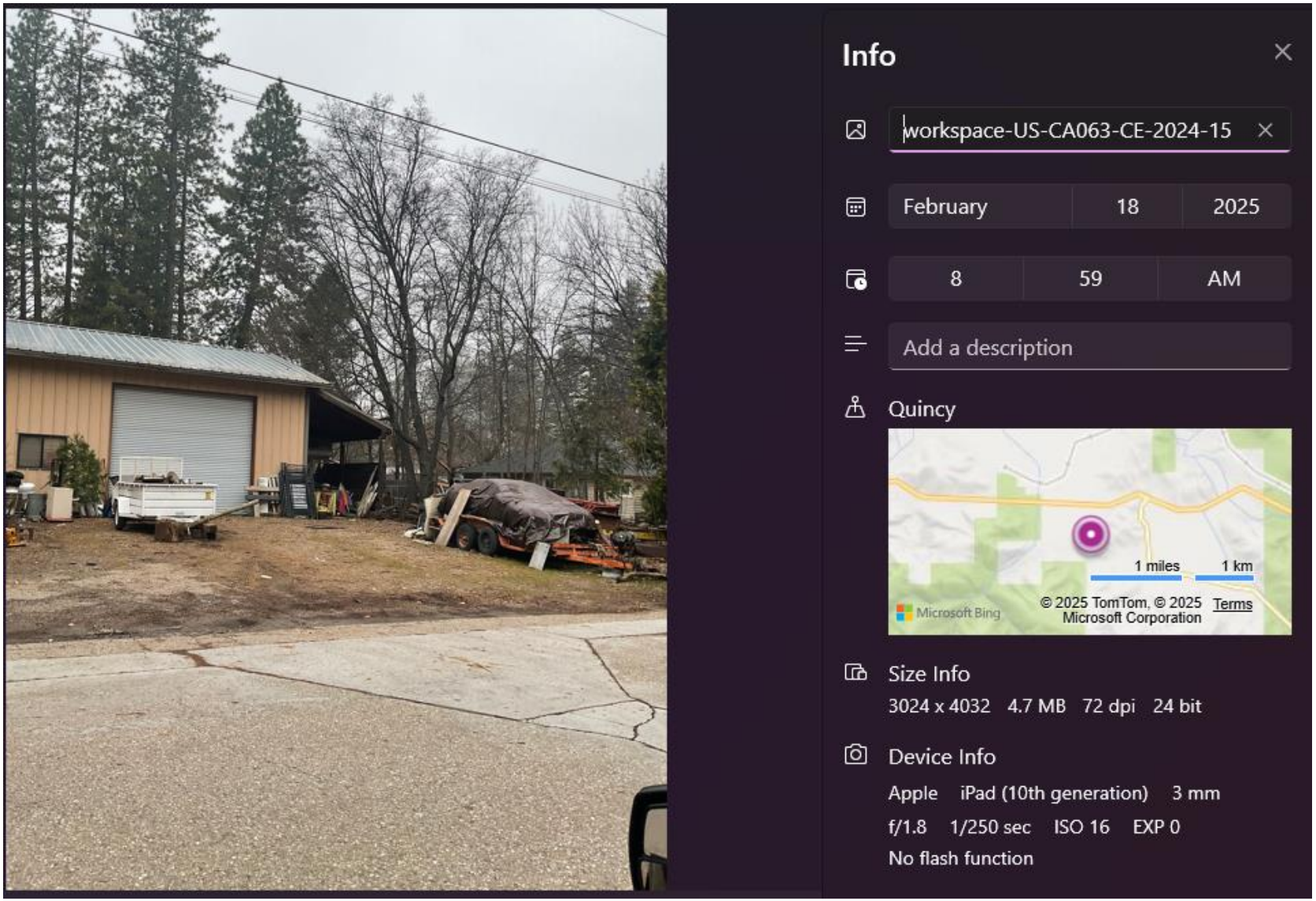

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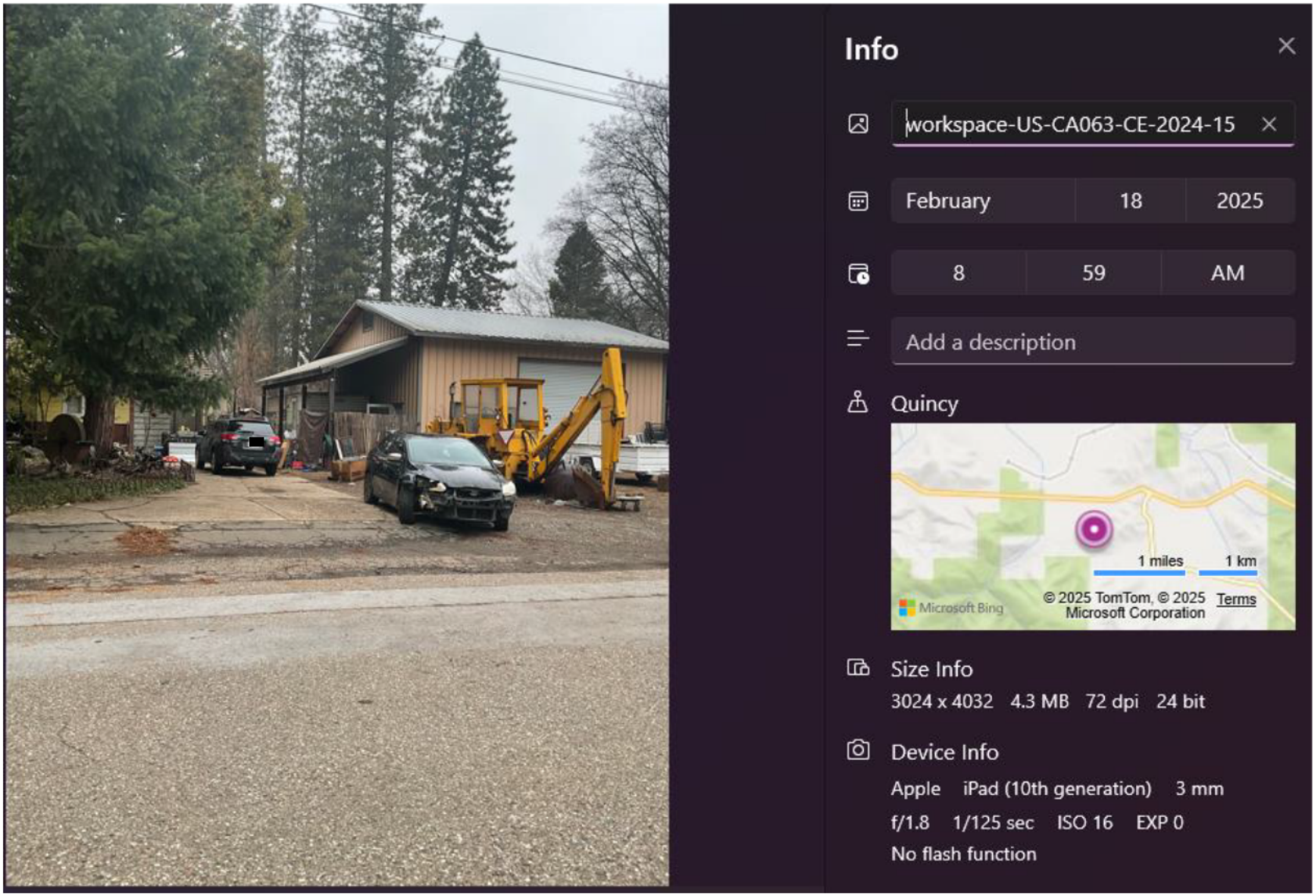


Plumas County Code Enforcement

Appeal Hearing of Administrative Citation

25-00020 & 25-00019

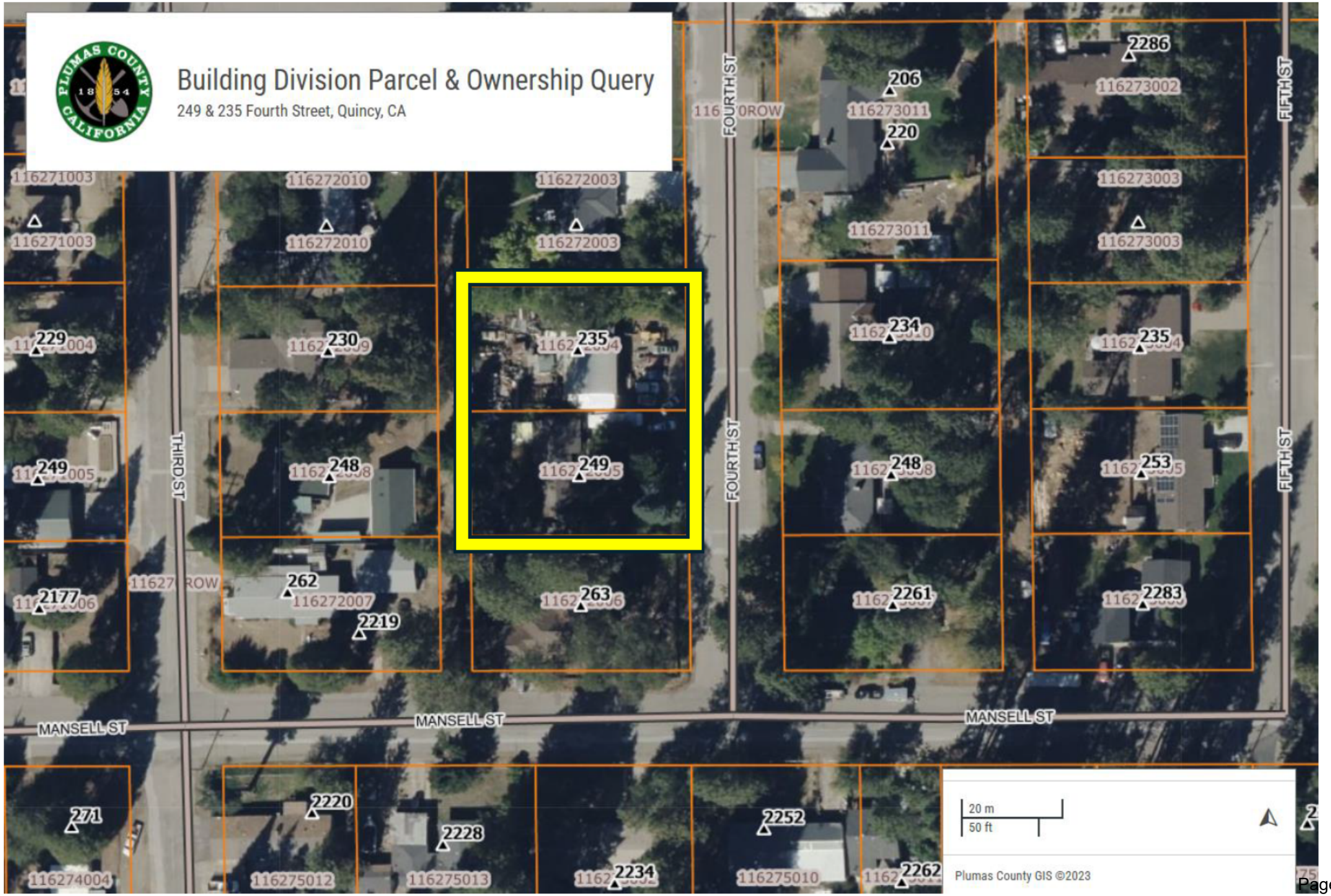
249 & 235 Fourth Street, Quincy, CA

APN: 116-272-005-000 & 116-272-004-000

Owner: Charles Ellwood Trustee C/O David Ellwood

April 15, 2025

Representing Plumas County
Jennifer Langston
Chief Code Enforcement Officer CCEO #C54666093
555 Main Street, Quincy, CA 95971


Building Division Parcel & Ownership Query
249 & 235 Fourth Street, Quincy, CA
PLUMAS COUNTY CALIFORNIA 1854
FOURTH ST
FIFTH ST
THIRD ST
MANSELL ST
116271003
116272010
116272003
116273011
116273002
116273003
116274004
116275012
116275013
116275010
116272007
2286
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2219
263
2261
2283
271
2220
2228
2234
2252
2262
20 m
50 ft
Plumas County GIS ©2023

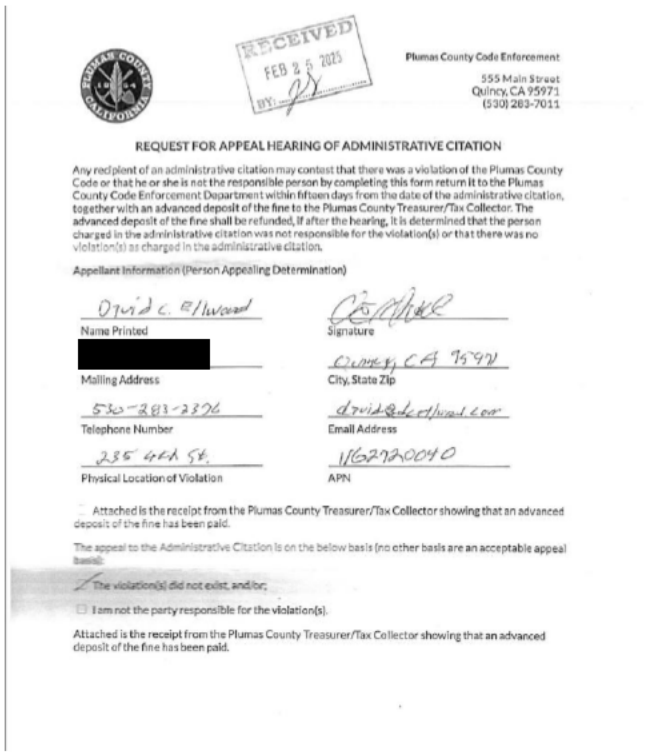
Reason for Appeal of Administrative Citation?

☑ **The Violation(s) did not exist**

The appeal to the administrative Citation is on the below basis (no other basis are an acceptable appeal basis):

☑ The violation(s) did not exist, and/or;

☐ I am not the party responsible for the violation(s).



RECEIVED FEB 25 2025 BY:

Plumas County Code Enforcement
555 Main Street
Quincy, CA 95971
(530) 283-7011

REQUEST FOR APPEAL HEARING OF ADMINISTRATIVE CITATION

Any recipient of an administrative citation may contest that there was a violation of the Plumas County Code or that he or she is not the responsible person by completing this form return it to the Plumas County Code Enforcement Department within fifteen days from the date of the administrative citation, together with an advanced deposit of the fine to the Plumas County Treasurer/Tax Collector. The advanced deposit of the fine shall be refunded, if after the hearing, it is determined that the person charged in the administrative citation was not responsible for the violation(s) or that there was no violation(s) as charged in the administrative citation.

Appellant Information (Person Appealing Determination)

David C. Ellwood — Name Printed
[redacted] — Mailing Address
530-283-2376 — Telephone Number
235 4th St. — Physical Location of Violation
Signature
Quincy, CA 95971 — City, State Zip
david@dcellwood.com — Email Address
116272004O — APN

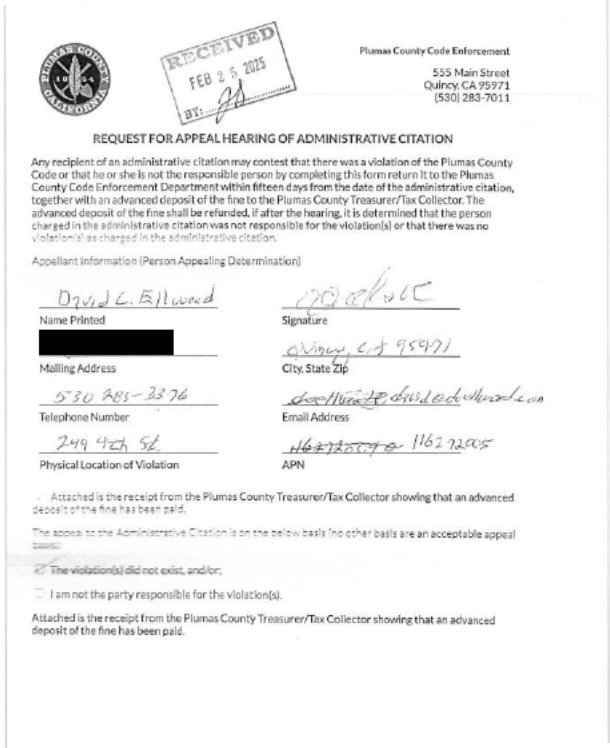
☐ Attached is the receipt from the Plumas County Treasurer/Tax Collector showing that an advanced deposit of the fine has been paid.

The appeal to the Administrative Citation is on the below basis (no other basis are an acceptable appeal basis):

☑ The violation(s) did not exist, and/or;

☐ I am not the party responsible for the violation(s).

Attached is the receipt from the Plumas County Treasurer/Tax Collector showing that an advanced deposit of the fine has been paid.



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Appellant Information (Person Appealing Determination)

David C. Ellwood — Name Printed
[redacted] — Mailing Address
530 283-2376 — Telephone Number
249 4th St. — Physical Location of Violation
Signature
Quincy, CA 95971 — City, State Zip
david@dcellwood.com — Email Address
116272005 — APN

☐ Attached is the receipt from the Plumas County Treasurer/Tax Collector showing that an advanced deposit of the fine has been paid.

The appeal to the Administrative Citation is on the below basis (no other basis are an acceptable appeal basis):

☑ The violation(s) did not exist, and/or;

☐ I am not the party responsible for the violation(s).

Attached is the receipt from the Plumas County Treasurer/Tax Collector showing that an advanced deposit of the fine has been paid.

Violations: Administrative Citations #25-00020 & 25-00019

- Plumas County Code 5-8.01 – Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles

- Plumas County Code 6-10.103(a) – Depositing Solid Waste; Littering

- California Penal Code Crimes against the Public Health and Safety 374.4 pc

5/2024
Center St
249 4th St
Mansell St
Image © 2025 Airbus
1985
Google Earth
Imagery Date: 5/26/2024 39°55'45.04" N 120°53'43.96" W elev 3515 ft eye alt 4212 ft

Plumas County Code Title 5, Chapter 8.- Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles

- 5-8.01- Findings and determinations

  In addition to and in accordance with the determination made and the authority granted by the State pursuant to the provisions of Section 22660 of the Vehicle Code of the State to remove abandoned, wrecked, dismantled, or inoperative vehicles, or parts thereof, as public nuisances, the Board hereby makes the following findings and declarations:

- **The accumulation and storage of abandoned, wrecked, dismantled, or excess inoperable vehicles, or parts thereof, on private or public property**, **is hereby found** to create a condition tending to **reduce the value of private property**, to **promote blight** and deterioration, to invite plundering, to **create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors**, to create a harborage for rodents and insects, **and to be injurious to the health, safety, and general welfare**. Therefore, the presence of an abandoned, wrecked, dismantled, or excess inoperable vehicle, or parts thereof, on private or public property, except as expressly permitted by the provisions of this chapter or the provisions of Chapter 2, of Title 9, **is hereby declared to constitute a public nuisance which may be abated** as such in accordance with the provisions of this chapter.

Plumas County Code Title 5, Chapter 8.- Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles Continue…

5-8.03 – Exceptions:

The provisions of this chapter shall not apply to:

(a) **A vehicle, or parts thereof, which is completely enclosed within a building** in a lawful manner where such vehicle, or parts thereof, is not visible from the street or other public or private property; or

(b) **A vehicle, or parts thereof, which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, or a lawful junk yard**, or when such storage or parking is necessary to the operation of a lawfully conducted business or commercial enterprise.

The provisions of this section shall not authorize the maintenance of a public or private nuisance as defined under provisions of law other than Chapter 10 (commencing with Section 22650) of Division 11 of the Vehicle Code of the State and this chapter.

Plumas County Code Title 5, Chapter 8.- Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles Continue…

5-8.02 – Definitions:

Dismantled shall mean the condition of a vehicle which has been taken apart, or to pieces, and/or stripped, or otherwise deprived of any of its integral parts or equipment.

Excess inoperable shall mean the presence upon a single parcel or combination of adjoining parcels under the same ownership of more than one unregistered or inoperable vehicle, except as provided by Sections 5051 et seq. of the Vehicle Code of the State or as otherwise exempted by Section 5-8.03 of this chapter.

Inoperable shall mean a vehicle or part thereof which cannot be moved under its own power or cannot be operated lawfully on a public street or highway within this state, due to removal of, damage to, deterioration of, or inoperative condition of any component part or the lack of an engine, transmission, wheels, tires, doors, windshield, or any other component part necessary for such movement or lawful operation, except an unregistered vehicle.

Owner of the land shall mean the owner of the land on which the vehicle, or parts thereof, is located as shown on the last equalized assessment roll.

Vehicle shall mean a device by which any person or property may be propelled, moved, or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks.

Wrecked shall mean the condition of a vehicle which consists of disordered or broken remains, or which has been brought to a physically impaired or unsound condition, or other ruinous state by reason of collision, crash, or other forceful impact.

Plumas County Code 6-10.103(a) –Depositing Solid Waste; Littering

(a) **No owner or occupant shall abandon, dump, bury, or otherwise dispose of any solid waste or allow any other person to dispose of solid waste upon premises** other than a County-designated ultimate disposal site or transfer station site during the site's business hours; provided, however, that:

(1) Building materials may be kept on premises during a period of active construction, reconstruction, or repair of a building or structure thereon under a valid building permit; and

(2) Wood may be kept neatly piled upon premises for household use; and

(3) Residential (household) solid waste may be composted in a manner approved by the Plumas County Department of Environmental Health.

(4) Clean recyclable materials may be stored on the premises, provided storage of same does not create odors, attract vectors or cause other nuisance conditions.

Plumas County Code 6-10.102 – Definitions

(93) **"Rubbish"** means non-putrescible waste or **discarded or abandoned material, including, but not limited to paper, cardboard, rugs, rags, clothing, straw, wood, crockery, glass, rubber, metal, plastic and construction debris** (C and D), and in the context of this section, means solid waste that is the subject of collection services by a franchise contractor.

(100) "Solid waste" shall have the meaning set forth in Section 40170 of the California Public Resources Code as currently in force or as hereafter amended, namely:

(a) Except as provided in subdivision (b), **"solid waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes.**

California Penal Code Crimes against the Public Health and Safety

374.4.

(a) **It is unlawful to litter or cause to be littered in or upon public or private property. A person, firm, or corporation violating this section is guilty of an infraction.**

(b) **This section does not restrict a private owner in the use of his or her own property, unless the littering of waste matter on the property creates a public health and safety hazard, a public nuisance, or a fire hazard,** as determined by a local health department, local fire department or district providing fire protection services, or the Department of Forestry and Fire Protection, in which case this section applies.

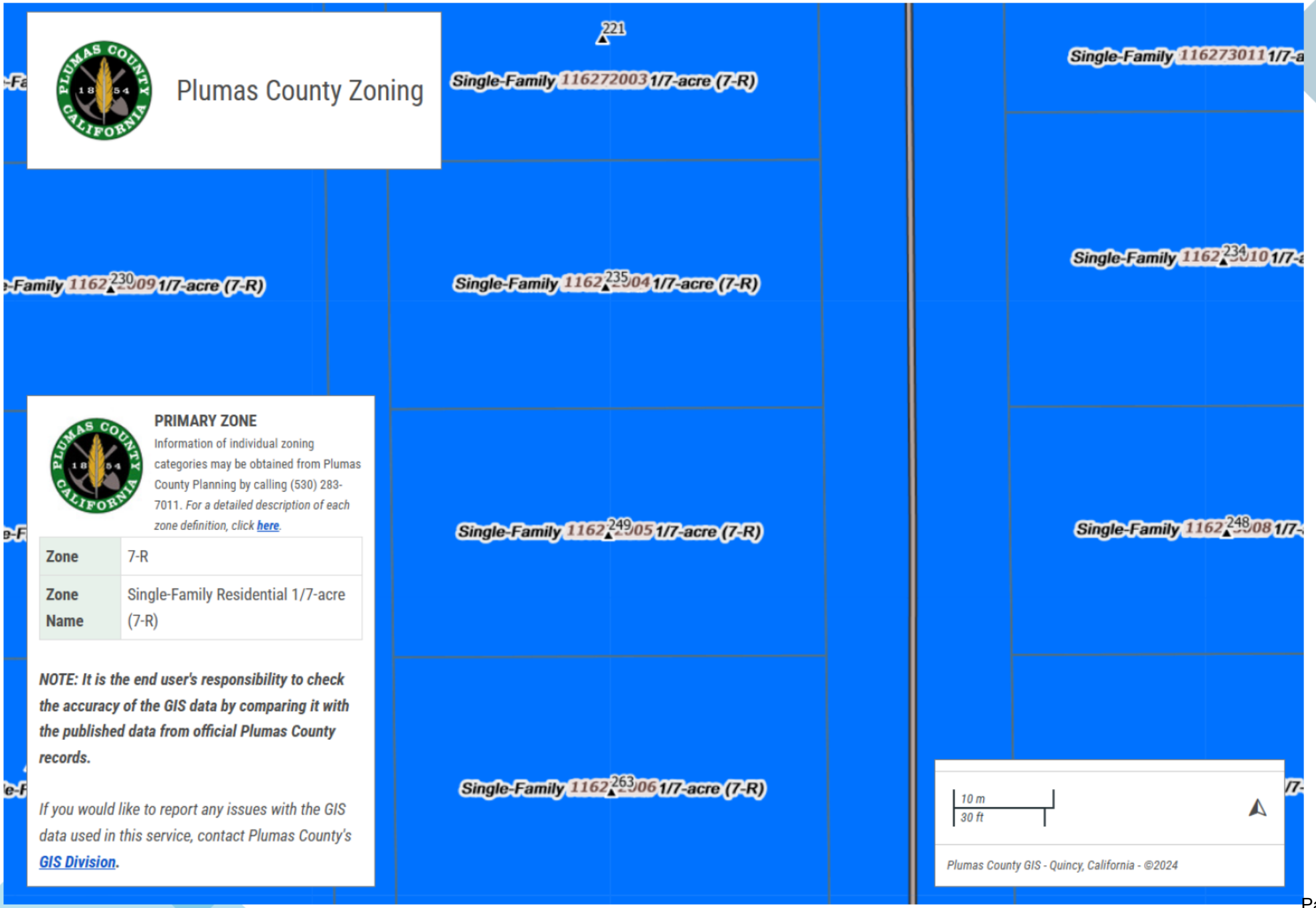
(c) **As used in this section, "litter" means the discarding, dropping, or scattering of small quantities of waste matter ordinarily carried on or about the person, including, but not limited to, beverage containers and closures, packaging, wrappers, wastepaper, newspapers, and magazines**, in a place other than a place or container for the proper disposal thereof, and including waste matter that escapes or is allowed to escape from a container, receptacle, or package.

California Penal Code Crimes against the Public Health and Safety

374.4. Continue...

(d) A person, firm, or corporation convicted of a violation of this section shall be punished by a mandatory fine of not less than two hundred fifty dollars ($250) nor more than one thousand dollars ($1,000) upon a first conviction, by a mandatory fine of not less than five hundred dollars ($500) nor more than one thousand five hundred dollars ($1,500) upon a second conviction, and by a mandatory fine of not less than seven hundred fifty dollars ($750) nor more than three thousand dollars ($3,000) upon a third or subsequent conviction.

(e) The court may, in addition to the fine imposed upon a conviction, require as a condition of probation, in addition to any other condition of probation, that any person convicted of a violation of this section pick up litter at a time and place within the jurisdiction of the court for not less than eight hours.


Plumas County Zoning
221
Single-Family 116272003 1/7-acre (7-R)
Single-Family 116273011 1/7-a
-Family 1162 230 09 1/7-acre (7-R)
Single-Family 1162 235 04 1/7-acre (7-R)
Single-Family 1162 234 10 1/7-
PRIMARY ZONE
Information of individual zoning categories may be obtained from Plumas County Planning by calling (530) 283-7011. For a detailed description of each zone definition, click here.
Zone 7-R
Zone Name Single-Family Residential 1/7-acre (7-R)
Single-Family 1162 249 05 1/7-acre (7-R)
Single-Family 1162 248 08 1/7-
NOTE: It is the end user's responsibility to check the accuracy of the GIS data by comparing it with the published data from official Plumas County records.
If you would like to report any issues with the GIS data used in this service, contact Plumas County's GIS Division.
Single-Family 1162 263 06 1/7-acre (7-R)
10 m
30 ft
Plumas County GIS - Quincy, California - ©2024

Plumas County Code
Article 13 – Single-Family Residential Zones (2-R, 3-R, 7-R)

9-2.1302 – Uses (2-R, 3-R, 7-R)

(a) The following uses **shall be permitted in the Single-Family Residential Zones (2-R, 3-R, 7-R):**

(1) One dwelling unit; and one additional detached dwelling unit on any parcel of twice or more the minimum lot area;

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter;

(2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home businesses and bed and breakfast inns; and

(3) Backyard chickens as set forth in Article 43, Backyard Chickens, of this chapter.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, child day care facilities, community care facilities, 4-H and FFA animal projects, home businesses, parks, places of assembly, public utility facilities, public service facilities, and schools.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(d) Telecommunications facilities in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Plumas County Code Title 8, Chapter 15.01 – Enforcement authority: Vester in Code Compliance Officials

The authority to enforce the provisions of Chapter 8 of Title 5, Titles 6, 8, and 9 of this Code, and to obtain compliance, shall be vested in the Plumas County Building Official, the Director of Planning and Building Services, the Director of Environmental Health, or their designees, and in the Code Enforcement Officers of Plumas County. Plumas County Code Enforcement Officers shall have the authority to issue citations and make arrests in the enforcement of Chapter 8 of Title 5, Title 6, Title 8, Title 9 of the Plumas County Code. Plumas County Code Enforcement Officers shall have the authority to issue citations and make arrests in the enforcement of California Penal Code Section 373(a) Maintaining a Public Nuisance After Abatement Notice, California Penal Code Section 374.4 Littering on Public or Private Property, and California Penal Code Section 402b Refrigerators, Washing Machines, Etc. Not In Use; Failure to Remove Door, Latch. "Code Compliance Officials" shall mean each and every person vested with enforcement authority by this section.

Plumas County Code Title 1, Chapter 8 -Definitions

"Responsible person" means any individual who is the owner of real property, owner or authorized agent of any business, company, or entity, or the parent or the legal guardian of any person under the age of eighteen years who violates or maintains a violation of the Plumas County Code.

ASW0100INQ - Megabyte Property Tax System - County of Plumas

File Edit View Help

ASW0100INQv2.5.0.010: Main **Assessor Inquiry** *Mar 26, 2025 3:33:21 PM (-07:00)*

Asmt: 116-272-005-000 Feeparcel: 116-272-005-000 Status: ACTIVE Owner: ELLWOOD CHARLES M TRUSTEE

Situs Address	249 FOURTH ST EAST QUINCY		
Name Address	ELLWOOD CHARLES M TRUSTEE C/O DAVID ELLWOOD [redacted] QUINCY CA 95971		
Status	ACTIVE	Status Date	
Taxability Code	000	Descr	NORMAL OWNERSHIP
TRA	053-010	Base Date	01/01/1975
Creating Doc#	1900I-------	Create Date	
Current Doc#	2012R0001025	Cur Date	02/17/2012
Terminating Doc#		Term Date	
Neighborhood Code	116	Supl Cnt	2
Asmt Description			
LandUse 1	11	SINGLE FAMILY RESIDENTIAL	
LandUse 2			
Zoning 1		Dwell 1	0
Acres	0.26	SqFt	
Comments			

Values

Land	8,137	MHPP	
Structure	42,289	PP	
FixtureRP		Exemption	7,000
Growing		Net	43,426
Total L&I	50,426	Homesite	
Fixtures		R/C #	
TR/Date			
Status			
Description	ENROLLED is BASE YEAR		

☐ TPZ ☐ Ag Pres ☐ Etal ☐ Bonds
☐ Multi Situs ☐ 910 MH ☐ Flag 1 ☐ Flag 2 ☐ Prop 19
☐ Asmt PP ☐ Tax PP ☐ Appeal ☐ Split

Main | Ownership Detail | Ownership History | Mfg Homes | Attributes | Value History | Situs | Parcel Desc

⏮ ◀◀ ◀ 1/1 ▶ ▶▶ ⏭ Phy Char. TC Inq. Images

1 records found.

MPS-1220, 04/02/2018 3:43:19 PM

ASW0100INQ - Megabyte Property Tax System - County of Plumas

File Edit View Help

ASW0100INQv2.5.0.010: Main **Assessor Inquiry** *Mar 26, 2025 3:31:33 PM (-07:00)*

Asmt: 116-272-004-000 Feeparcel: 116-272-004-000 Status: ACTIVE Owner: ELLWOOD CHARLES M TRUSTEE

Situs Address	235 FOURTH ST EAST QUINCY		
Name Address	ELLWOOD CHARLES M TRUSTEE C/O DAVID ELLWOOD [redacted] QUINCY CA 95971		
Status	ACTIVE	Status Date	
Taxability Code	000	Descr	NORMAL OWNERSHIP
TRA	053-010	Base Date	01/01/1993
Creating Doc#	1900I-------	Create Date	
Current Doc#	2012R0001025	Cur Date	02/17/2012
Terminating Doc#		Term Date	
Neighborhood Code	116	Supl Cnt	2
Asmt Description			
LandUse 1	11	SINGLE FAMILY RESIDENTIAL	
LandUse 2			
Zoning 1		Dwell 1	0
Acres	0.26	SqFt	
Comments			

Values

Land	8,140	MHPP	
Structure	45,878	PP	
FixtureRP		Exemption	
Growing		Net	54,018
Total L&I	54,018	Homesite	
Fixtures		R/C #	
TR/Date			
Status			
Description	ENROLLED is BASE YEAR		

☐ TPZ ☐ Ag Pres ☐ Etal ☐ Bonds
☐ Multi Situs ☐ 910 MH ☐ Flag 1 ☐ Flag 2 ☐ Prop 19
☐ Asmt PP ☐ Tax PP ☐ Appeal ☐ Split

Main | Ownership Detail | Ownership History | Mfg Homes | Attributes | Value History | Situs | Parcel Desc

⏮ ◀◀ ◀ 1/1 ▶ ▶▶ ⏭ | Phy Char. | IC Inq. | Images

1 records found.

MPS-1220, 04/02/2018 3:43:19 PM

2012-0001025

Recorded Official Records County of Plumas KATHY WILLIAMS Clerk-Recorder | REC FEE 22.00 | SC | 03:14PM 17-Feb-2012 | Page 1 of 5

Recording Requested by
And Return to:
ROGER V. MARSHALL, State Bar No. 048299
MARSHALL, BURGHARDT, MIESKE,
HARP & JOHNSON, LLP
901 Bruce Road, Suite 270
Chico, California 95928

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLUMAS

In Re
The Charles and Lorna Ellwood Family Trust dated February 11, 2008

AFFIDAVIT DEATH OF CO-TRUSTEE

CHARLES M. ELLWOOD declares:

1. That he is over the age of 18 years.

2. The decedent named in the Certificate of Death attached hereto as Exhibit "A" is the same person as LORNA E. ELLWOOD, Co-Trustee of THE CHARLES AND LORNA ELLWOOD FAMILY TRUST dated February 11, 2008.

3. The assets of the trust include real property located in Plumas County, California, legally described on Exhibit "B" attached hereto;

4. The terms of THE CHARLES AND LORNA ELLWOOD FAMILY TRUST dated February 11, 2008 as to successor Trustees provides under Paragraph A. of Article VIII as follows:

"A. If either CHARLES M. ELLWOOD or LORNA E. ELLWOOD is unable or unwilling to serve as a Co-Trustee the remaining or surviving Co-Trustee is nominated to serve as the sole Trustee. If both Co-Trustees are unable or unwilling to serve, DAVID C. ELLWOOD, MELANIE L. ECCLES and MICHAEL G. ELLWOOD are nominated to serve as the successor Co-Trustees. If DAVID C. ELLWOOD is unable or unwilling to serve as a Co-Trustee C. JACOB ELLWOOD is nominated to serve as the successor Co-Trustee in the place of DAVID C.

ELLWOOD. If MELANIE L. ECCLES or MICHAEL G. ELLWOOD is unable or unwilling to serve as the Trustee the then serving Co-Trustees shall thereafter serve."

5. Therefore, I am now the sole Trustee of THE CHARLES AND LORNA ELLWOOD FAMILY TRUST dated February 11, 2008.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 1-30-12

Charles M. Ellwood
CHARLES M. ELLWOOD

STATE OF CALIFORNIA }

COUNTY OF PLUMAS }

SUBSCRIBED AND SWORN TO (or affirmed) before me, the undersigned, a Notary in and for said State on Jan 30, 2012, by CHARLES M. ELLWOOD, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand official seal.

ROGER V. MARSHALL
Commission # 1822157
Notary Public - California
Butte County
My Comm. Expires Nov 27, 2012

Signature Roger V. Marshall (Seal)

EXHIBIT "B"
THE CHARLES AND LORNA ELLWOOD FAMILY TRUST
REAL PROPERTY
LEGAL DESCRIPTION

1. Personal residence located at 249 East 4th Street, Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 116-272-05-0000 more particularly described as follows:

Lot Seven (7), Block Two (2), Mansell Unit Number Two (2), as per the official plat of said subdivision on file as of record in the office of the County Recorder of Plumas County, California.

2. Real property located at 667 Squirrel Creek, Spring Garden, California, more particularly described as Plumas County Assessor's Parcel No. 009-040-008.

Section 30, Township 24 North, Range 11 East, M.D.M., South ½ of South ½ of Lot 3 North ½ of Lot 7.

3. Real property located at 246 Coburn, Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 115-102-024.

That certain real property situate in Plumas County, California, described as Lot 7-I, Block 14, Town of Quincy, together with cabin thereon and tenements, hereditaments, and appurtenances thereunto belonging.

1. All that certain lot, piece or parcel of land commencing at a point North 7° 14' West 122.2 feet from the Southeast corner of Lot 7 of Block 14 of the official plat of the Town of Quincy, on file and of record in the Office of the County Recorder of the County of Plumas, State of California, thence South 87° 03' West 117.5 feet; thence North 5° 27' West 48 feet; thence North 87° 03' East 116 feet; thence South 7° 14' East 48.1 feet to the place of beginning.

2. Also a right of way from High Street to said lot from the Northerly portion of Lot 10 of Block 14 at the rear of the premises known as the Bolton property following the Easterly line of said tract and along the lands of J.C. Werner.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining thereto, and the rents, issues and profits thereof.

3. That portion of Lot 10 of Block 14 of the Townsite of Quincy, as shown on a map filed in Book "A", page 36 of Maps, records of Plumas County, California, which lies Easterly of and between the Easterly production of the Northerly and Southerly lines of the land conveyed to G.W. Elwood and Louise Elwood, his wife by deed recorded March 13, 1939, in Book 73, page 400 of Deeds.

4. Real property located at 886 E. Main Street, East Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 116-100-93-0000.

That portion of the Northwest ¼ of the Northwest ¼ of the Northeast ¼ of Sections 24, Township 24, Range 9 East lying South of U.S. Highway 40 A and East of Parcels A, B, C, D and E as shown on the map Book 1 of Surveys, page 33.

5. Real property located at 219 Mill Creek Road, East Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 116-251-005.

BEGINNING at a point on the West line of the NE ¼ of Section 19, Township 24 North, Range 10 East, M.D.M., which point bears South 0° 16' East 2069.08 feet from the ¼ section corner between Sections 18 and 19, said township and range, and running thence East 313.41 feet to the County Road; thence South 11° 14' West 50.97 feet; thence West 303.35 feet; thence North 0° 16' West 50.5 feet to the place of beginning.

Together with any and all water rights, easements and rights of way which may be appurtenant to the herein described property and/or to which the grantor herein has any interest whatsoever.

6. Real property located at 235 Fourth Street, East Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 116-272-004.

Lot 8, Block 2 of the Mansell Subdivision Unit No. 2, as delineated on the Official Plat thereof, as of record, now on file in the office of the County Recorder of Plumas County, California.

Subject to Declarations of Establishments of Conditions as Restrictions recorded December 2, 1948 in Volume 17 at Page 16 of Official Records of Plumas County, California.

PLUMAS COUNTY CODE ENFORCEMENT
555 Main Street
Quincy, CA 95971
www.plumascounty.us
voice (530) 283-7011
fax (530) 283-6134

NOTICE OF NON-COMPLIANCE

July 13, 2022

Charles Ellwood Trustee
C/O David Ellwood
[redacted]
Quincy, CA 95971

CERTIFIED MAIL

Re: 235 Fourth Street
Quincy, CA
APN: 116-272-004-000

David Ellwood

This letter is to inform you that a public complaint has been filed with the Plumas County Code Enforcement Department alleging the below noted violations on your above referenced parcel:

1. **Plumas County Code 9-2.1302, 9-2.252 and 9-2.2502**, Junk yards are only permitted in Heavy Industrial Zones, the above address is Single Family Residential Zone only.

"Junk yard" shall mean the storage of more than one vehicle which is unregistered or useless for vehicular purposes, except as provided by Sections 5051 et seq. of the Vehicle Code of the State, or the storage of more than 200 used tires, or the use of more than 200 square feet of any parcel or contiguous parcels under the same ownership for the storage or sale of manufactured material which has been abandoned from its original use and which may be used again in its present form or in a new form and shall include salvage operations, recycling facility and limited recycling facility.

2. **Plumas County Code 9-2.405- Camping**

(a) Camping shall be prohibited within Prime Opportunity Areas as designated by the General Plan, except within camp grounds.

3. **California Penal Code 374.4 PC**

(a) It is unlawful to litter or cause to be littered in or upon public or private property. A person, firm, or corporation violating this section is guilty of an infraction.

4. **Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles**

The accumulation and storage of abandoned, wrecked, dismantled, or excess inoperable vehicles, or parts thereof, on private or public property, not including highways, is hereby found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects, and to be injurious to the health, safety, and general welfare. Therefore, the presence of an abandoned, wrecked, dismantled, or excess inoperable vehicle, or parts thereof, on private or public property, not including highways, except as expressly permitted by the provisions of this chapter the provisions of Chapter 2, of Title 9 is hereby declared to constitute a public nuisance which may be abated as such in accordance with the provisions of this chapter.

5. **Plumas County Code 6-10.103.-Depositing Solid Waste; Littering.**

(a) No owner or occupant shall abandon, dump, bury, or otherwise dispose of any solid waste or allow any other person to dispose of solid waste upon premises other than a County-designated ultimate disposal site or transfer station site during the site's business hours

"solid waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes.

6. **California Penal Code 373a PC**

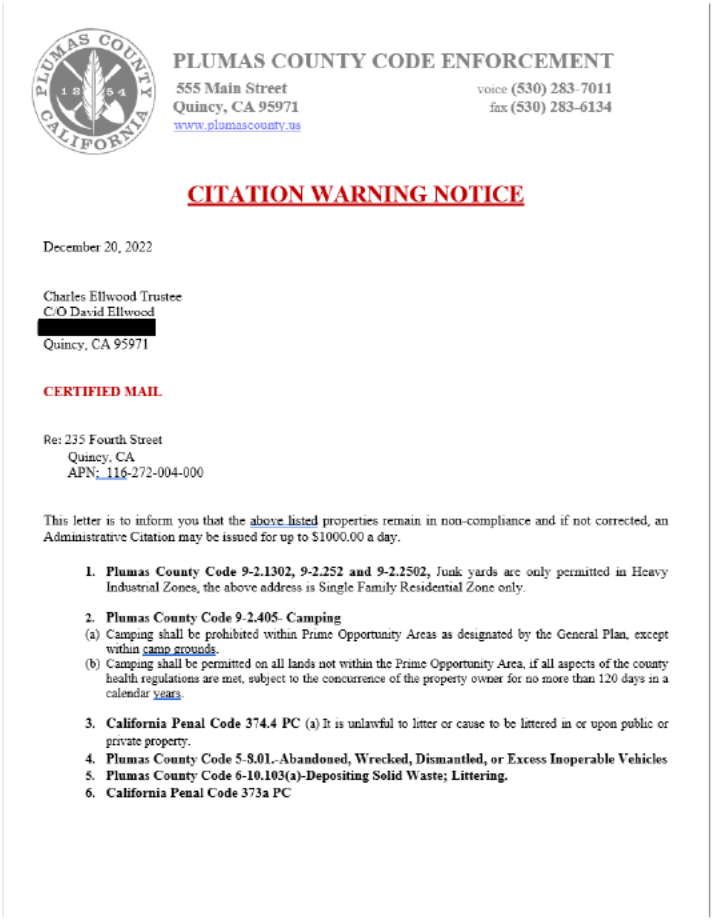
Every person who maintains, permits, or allows a public nuisance to exist upon his or her property or premises, and every person occupying or leasing the property or premises of another who maintains, permits or allows a public nuisance to exist thereon, after reasonable notice in writing from a health officer or district attorney or city attorney or prosecuting attorney to remove, discontinue or abate the same has been served upon such person, is guilty of a misdemeanor, and shall be punished accordingly; and the existence of such nuisance for each and every day after the service of such notice shall be deemed a separate and distinct offense, and it is hereby made the duty of the district attorney, or the city attorney of any city the charter of which imposes the duty upon the city attorney to prosecute state misdemeanors, to prosecute all persons guilty of violating this section by continuous prosecutions until the nuisance is abated and removed.

A drive-by inspection of the above referenced parcel confirmed the violations (photos enclosed).

Please contact me no later than July 28, 2022, to correct the violation. It is the County's commitment to work with property owners toward voluntary compliance rather than impose enforcement citations and fines. However, should you fail to contact me by July 28, 2022, and/or if working together we have not established an acceptable timeline for correcting the above violation, may result in the issuing of administrative citations or notice to abate, which includes the levying of a fine. Our preference is to resolve this issue cooperatively without fines or forced abatement.

Notice of Non-Compliance sent July 13, 2022

Citation warning Notice
December 20, 2022 & September 20, 2023



PLUMAS COUNTY CODE ENFORCEMENT
555 Main Street
Quincy, CA 95971
www.plumascounty.us
voice (530) 283-7011
fax (530) 283-6134

CITATION WARNING NOTICE

December 20, 2022

Charles Ellwood Trustee
C/O David Ellwood
[redacted]
Quincy, CA 95971

CERTIFIED MAIL

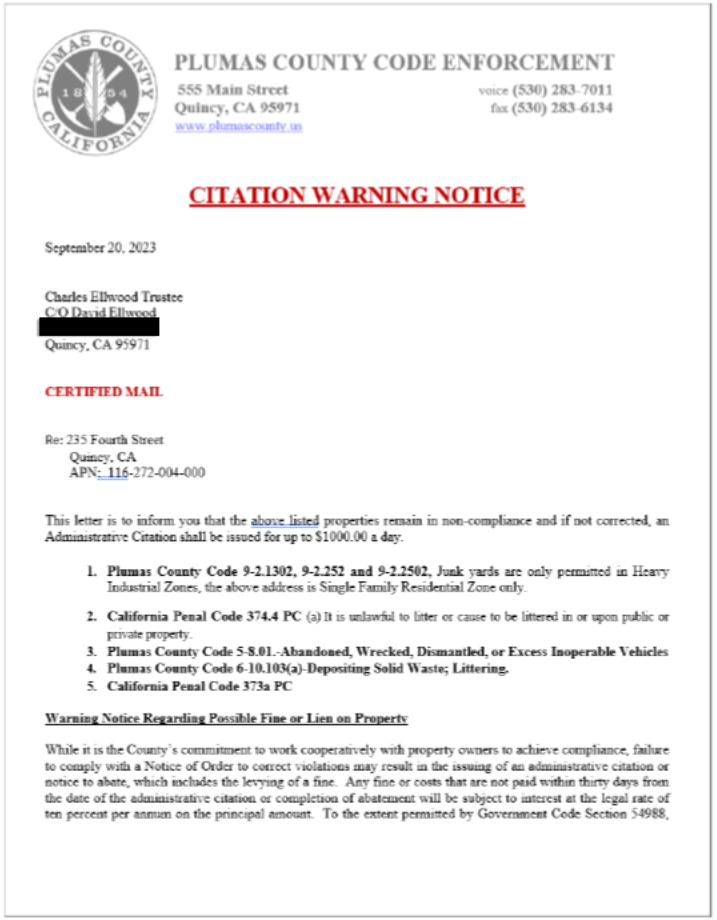
Re: 235 Fourth Street
Quincy, CA
APN: 116-272-004-000

This letter is to inform you that the above listed properties remain in non-compliance and if not corrected, an Administrative Citation may be issued for up to $1000.00 a day.

1. **Plumas County Code 9-2.1302, 9-2.252 and 9-2.2502,** Junk yards are only permitted in Heavy Industrial Zones, the above address is Single Family Residential Zone only.

2. **Plumas County Code 9-2.405- Camping**
(a) Camping shall be prohibited within Prime Opportunity Areas as designated by the General Plan, except within camp grounds.
(b) Camping shall be permitted on all lands not within the Prime Opportunity Area, if all aspects of the county health regulations are met, subject to the concurrence of the property owner for no more than 120 days in a calendar years.

3. **California Penal Code 374.4 PC** (a) It is unlawful to litter or cause to be littered in or upon public or private property.
4. **Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles**
5. **Plumas County Code 6-10.103(a)-Depositing Solid Waste; Littering.**
6. **California Penal Code 373a PC**



PLUMAS COUNTY CODE ENFORCEMENT
555 Main Street
Quincy, CA 95971
www.plumascounty.us
voice (530) 283-7011
fax (530) 283-6134

CITATION WARNING NOTICE

September 20, 2023

Charles Ellwood Trustee
C/O David Ellwood
[redacted]
Quincy, CA 95971

CERTIFIED MAIL

Re: 235 Fourth Street
Quincy, CA
APN: 116-272-004-000

This letter is to inform you that the above listed properties remain in non-compliance and if not corrected, an Administrative Citation shall be issued for up to $1000.00 a day.

1. **Plumas County Code 9-2.1302, 9-2.252 and 9-2.2502,** Junk yards are only permitted in Heavy Industrial Zones, the above address is Single Family Residential Zone only.

2. **California Penal Code 374.4 PC** (a) It is unlawful to litter or cause to be littered in or upon public or private property.
3. **Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles**
4. **Plumas County Code 6-10.103(a)-Depositing Solid Waste; Littering.**
5. **California Penal Code 373a PC**

Warning Notice Regarding Possible Fine or Lien on Property

While it is the County's commitment to work cooperatively with property owners to achieve compliance, failure to comply with a Notice of Order to correct violations may result in the issuing of an administrative citation or notice to abate, which includes the levying of a fine. Any fine or costs that are not paid within thirty days from the date of the administrative citation or completion of abatement will be subject to interest at the legal rate of ten percent per annum on the principal amount. To the extent permitted by Government Code Section 54988,

Administrative Citation #25-00020
249 Fourth Street, Quincy, CA

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION

CITATION NUMBER:	DATE:	TIME:
25-00020	02/18/2025	9:00 AM

An inspection of the property located at 249 FOURTH ST in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

OWNER:
Charles ELLWOOD CHARLES M
TRUSTEE
[redacted]QUINCY CA 95971
Quincy CA 95971

ASSESSOR'S PARCEL NUMBER:
116272005

3rd (or subsequent) CITATION $1000.00 IS NOW DUE AND PAYABLE

On 02/19/2025 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued another citation in the amount of 1000 USD.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 07/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

DESCRIPTION OF VIOLATION(S):

Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a).-Depositing Solid Waste; Littering
California Penal Code Crimes against the Public Health and Safety 374.4 pc

Receipt Acknowledged By

Date

Jennifer Langston
CCEO# C54666093
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002
CodeEnforcement@countyofplumas.com

Service Type: SERVICE BY MAIL

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION APPEALS INFORMATION SHEET

Administrative Citation- Definition - Authority And Fines

Plumas County Code Section Sec. 1-8.01(4) and Sec.1-8.02.03. - Authority and fines, provides for the issuance of administrative citations for Plumas County code violations. There are three levels of citations that can be issued for a violation. The fines, as indicated on the citation, are $100.00 for the first citation, $500.00 for the second citation and $1,000.00 for the third and subsequent citations for violations of the same ordinance within one year. All fines for violations are considered severable and enforceable daily as per Section: 1-8.03(b) Each and every day a violation of the Plumas County Code exists constitutes a separate and distinct offense.

Appeal of Administrative Citation – Hearing Procedure of Appeal Sections: -02
Plumas County Code Section: 1-8.07 & 1-8.09 - You have the right to appeal this administrative citation within fifteen (15) days from the citation date. An appeal must be in writing. The appeal can only pertain to whether the violation(s) occurred and whether the responsible person has caused or maintained the violation(s). To appeal, submit a completed Request for Appeal Hearing of Administrative Citation (appeals form enclosed) together with proof of an advanced payment of the fine per 1-8.09(a) that states the following "No hearing to contest an administrative citation before a hearing officer shall be held unless and until a request for a hearing form has been completed and submitted and the fine has been deposited in advance". It must be paid by mail or in person, addressed to the Plumas County Tax Collector/Collections Office, located at 520 Main St. #203, Quincy, CA 95971.

Right to Appeal 1-4.01. A properly filed appeal will result in an administrative hearing. Failure of any person to properly file a written appeal within fifteen (15) CONSECUTIVE days from the citation date also requires you comply with the Plumas County Code: Section 1-4.01. Failure to do so shall constitute a waiver of his or her right to an administrative hearing and adjudication of the administrative citation or any portion thereof and the total amount of the fine. The appeal can only pertain to whether the violation(s) occurred and whether the responsible person has caused or maintained the violation(s).

How to Pay Fine or Appeal Advanced Payment

The failure of any person to pay the fine assessed by the administrative citation within the time specified on the citation or on the invoice from the Plumas County Tax Collector/Collections Office may result in a claim with the Small Claims Court or any legal remedy available to collect such money. The County has the authority to collect all costs associated with the filing of such actions. Failure to pay fine penalties may be found in Plumas County Code Chapter 8 Section 1.8.11.

Consequences of Failure to Correct Violations Chapter 8 Sec: 1-8.03 & Chapter 8-15.04 Cumulative remedies

There are numerous enforcement options that can be used to encourage the correction of violations. These options include, but are not limited to: civil penalties per Plumas County Code Section 1-8.03, abatement, criminal prosecution, civil litigation, recording the violation with the County Recorder and forfeiture of certain State tax benefits for substandard residential rental property. These options can empower the County to collect fines up to $100,000.00, to demolish structures or make necessary repairs at the owner's expense, and to incarcerate violators.

You are hereby notified that any/all of these options or others may be used if the administrative citations do not achieve compliance. If you need further clarification about payment of the citation, please call (530) 283-6258 for the Plumas County Tax Collector/Collections Office. If you need further information about the violations and/or how to comply, please call (530) 283-7002 for the Code Enforcement Department. A full description of the hearing procedure for the County's administrative hearings for Code violations and your rights in that process are found in Plumas County Code Section 8-18.01 & 1-4.01 of the Plumas County code.

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Info

workspace-US-CA063-CE-2024-644-phc

February | 18 | 2025

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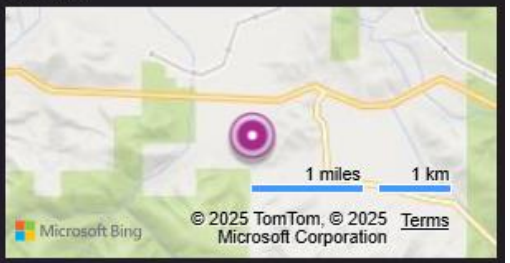
Add a description

Quincy



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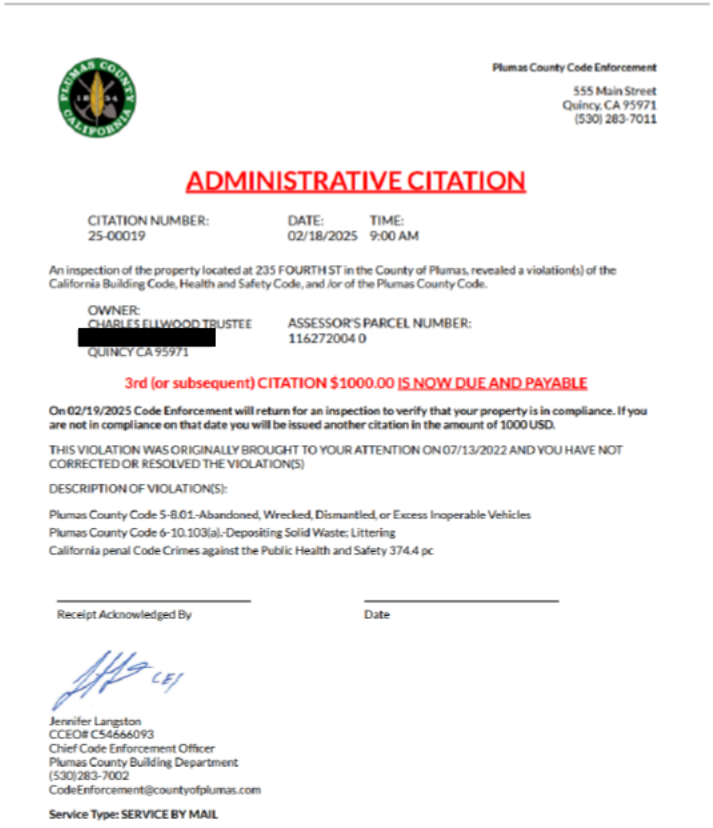
Administrative Citation #25-00019
235 Fourth Street, Quincy, CA



Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION

CITATION NUMBER: 25-00019

DATE: 02/18/2025

TIME: 9:00 AM

An inspection of the property located at 235 FOURTH ST in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

OWNER:
CHARLES ELLWOOD TRUSTEE
[redacted]
QUINCY CA 95971

ASSESSOR'S PARCEL NUMBER:
116272004 0

3rd (or subsequent) CITATION $1000.00 IS NOW DUE AND PAYABLE

On 02/19/2025 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued another citation in the amount of 1000 USD.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 07/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

DESCRIPTION OF VIOLATION(S):

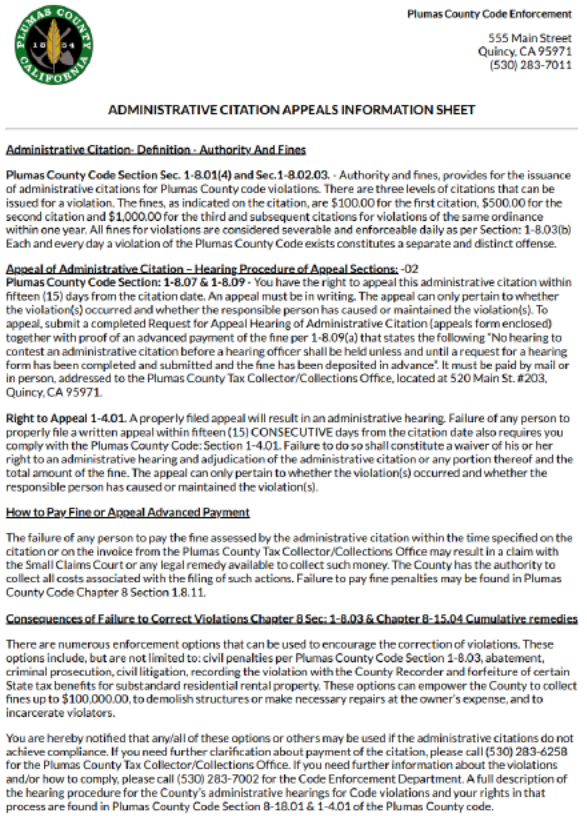
Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a).-Depositing Solid Waste; Littering
California penal Code Crimes against the Public Health and Safety 374.4 pc

Receipt Acknowledged By

Date

Jennifer Langston
CCEO# C54666093
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002
CodeEnforcement@countyofplumas.com

Service Type: SERVICE BY MAIL



Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

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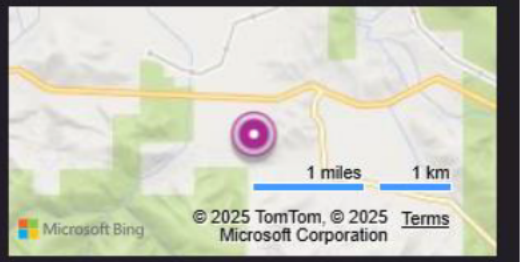
February | 18 | 2025

8 | 59 | AM

Add a description

Quincy



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February | 18 | 2025

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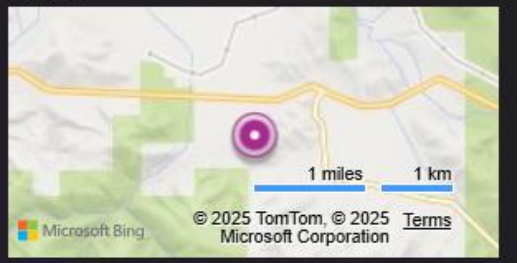
Quincy



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February | 18 | 2025

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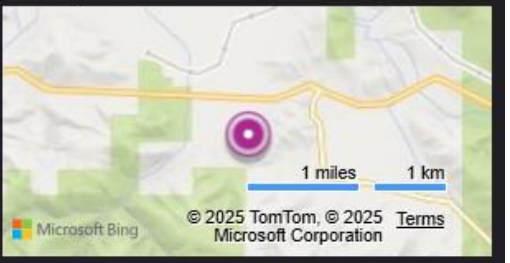
Add a description

Quincy



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File Path

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Sequence of events

- Our office has received five Investigative Service Request Forms (Complaint Form) related to the properties in question.
- According to official records, along with information from the Plumas County Recorder's Office and David Ellwood himself, David Ellwood is identified as the trustee.
- Following extensive communication with Melainie Eccles, Jacky Madarang, and David Ellwood to address violations on Fourth St, negligible progress led to escalating enforcement actions against David Ellwood, including citation warnings and administrative fines. Despite bi-weekly updates ending in February 2024 due to Melanie's passing, subsequent updates from Shannon Eccles in April 2024 lacked substantive new information, resembling earlier submissions.
- On February 18, 2025, at approximately 0900 hours, I observed from the roadway and right-of-way that the parcels located at 249 and 235 Fourth Street in Quincy, CA contained solid waste, including miscellaneous scrap metal, scrap wood, debris, rubbish, as well as wrecked, dismantled, and inoperable vehicles.
- I issued Administrative Citation #25-00020 & 25-00019 to Charles Ellwood, Trustee, for a fine of $1000.00 for each parcel in violation of Plumas County Code 5-8.01 Abandoned, wrecked, Dismantled or excess inoperable vehicles. Plumas County 6-10.103(a) – Depositing Solid Waste; littering and California Penal Code Crimes against the Public Health and Safety 374.4pc.

Conclusion

- Our objective is voluntary compliance; however, nearly three years have passed since our initial contact, and the continued lack of corrective action reflects negligence on the part of the property owner.
- Plumas County Code Enforcement asks that the Board of Supervisors uphold these citations, as we firmly believe that the violations are present and have adversely affected the surrounding neighborhood.

Plumas County Code Enforcement

Appeal Hearing of Administrative Citation

25-00020 & 25-00019

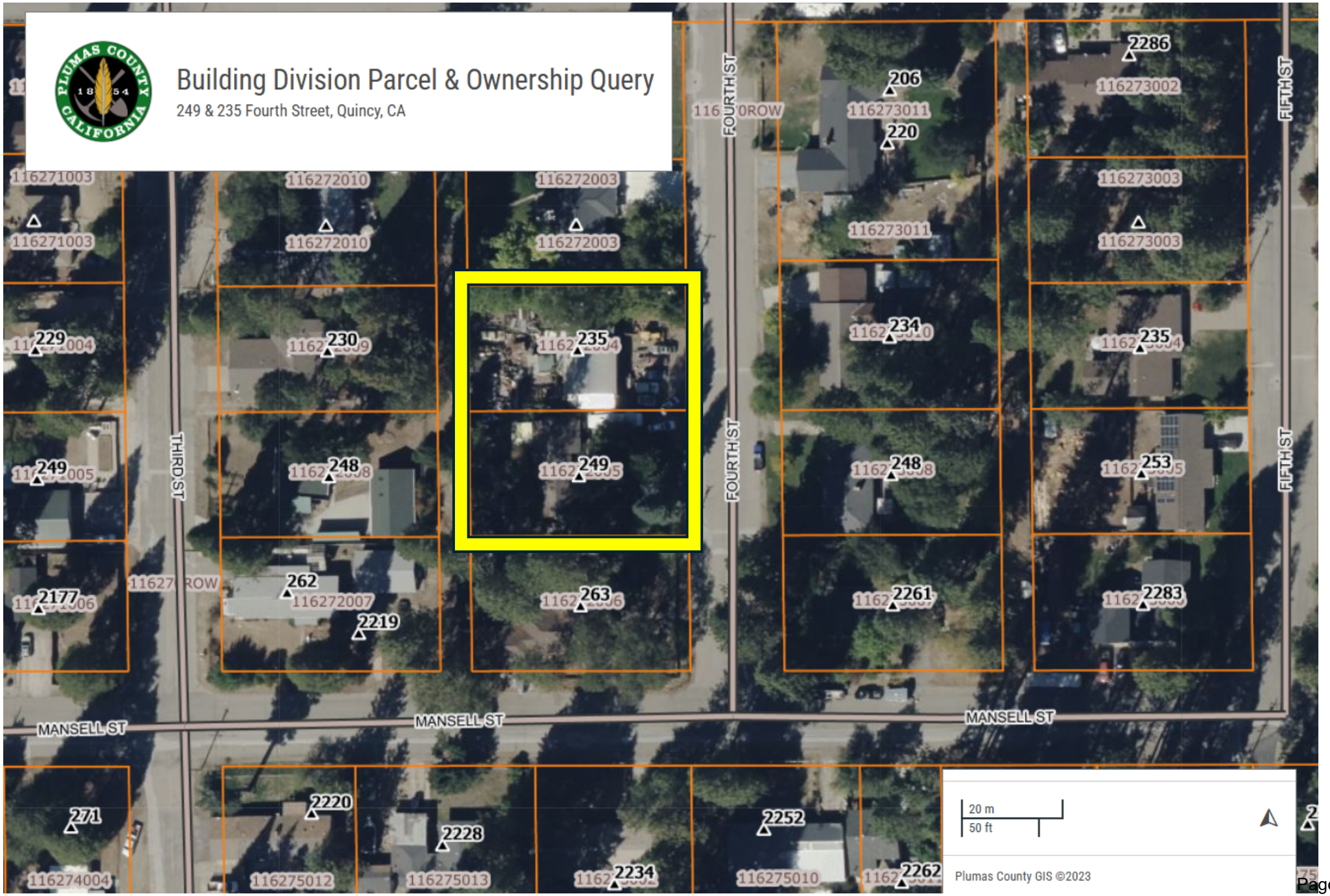
249 & 235 Fourth Street, Quincy, CA

APN: 116-272-005-000 & 116-272-004-000

Owner: Charles Ellwood Trustee C/O David Ellwood

April 15, 2025

Representing Plumas County
Jennifer Langston
Chief Code Enforcement Officer CCEO #C54666093
555 Main Street, Quincy, CA 95971


Building Division Parcel & Ownership Query
249 & 235 Fourth Street, Quincy, CA
PLUMAS COUNTY CALIFORNIA 1854
116271003
116272010
116272003
206
116273011
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2286
116273002
116273003
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FOURTH ST
FIFTH ST
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2283
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116275010
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20 m
50 ft
Plumas County GIS ©2023

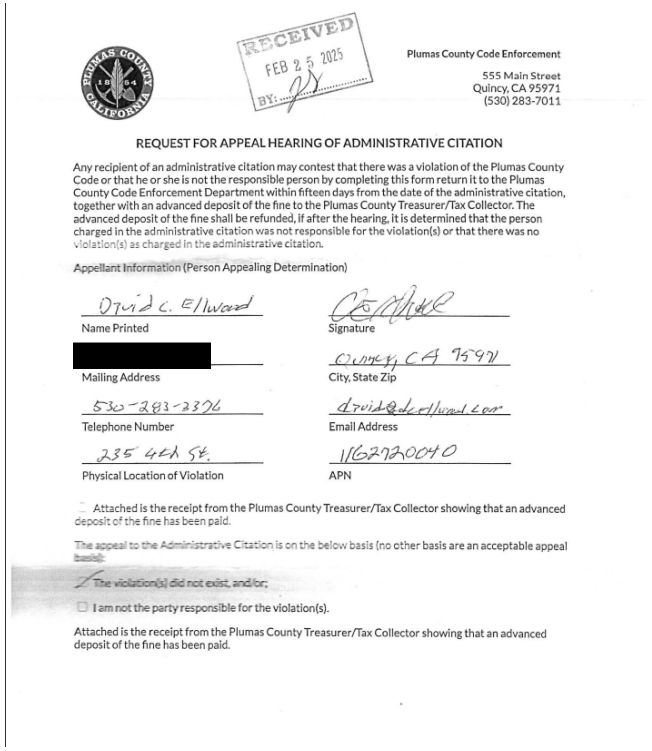
Reason for Appeal of Administrative Citation?

☑ **The Violation(s) did not exist**

The appeal to the administrative Citation is on the below basis (no other basis are an acceptable appeal basis):

☑ The violation(s) did not exist, and/or;

☐ I am not the party responsible for the violation(s).



PLUMAS COUNTY CALIFORNIA

RECEIVED FEB 25 2025 BY:

Plumas County Code Enforcement
555 Main Street
Quincy, CA 95971
(530) 283-7011

REQUEST FOR APPEAL HEARING OF ADMINISTRATIVE CITATION

Any recipient of an administrative citation may contest that there was a violation of the Plumas County Code or that he or she is not the responsible person by completing this form return it to the Plumas County Code Enforcement Department within fifteen days from the date of the administrative citation, together with an advanced deposit of the fine to the Plumas County Treasurer/Tax Collector. The advanced deposit of the fine shall be refunded, if after the hearing, it is determined that the person charged in the administrative citation was not responsible for the violation(s) or that there was no violation(s) as charged in the administrative citation.

Appellant Information (Person Appealing Determination)

David C. Ellwood — Name Printed
[redacted] — Mailing Address
530-283-3376 — Telephone Number
235 4th St. — Physical Location of Violation
Signature
Quincy, CA 95971 — City, State Zip
david@dcellwood.com — Email Address
116272004 0 — APN

☐ Attached is the receipt from the Plumas County Treasurer/Tax Collector showing that an advanced deposit of the fine has been paid.

The appeal to the Administrative Citation is on the below basis (no other basis are an acceptable appeal basis):

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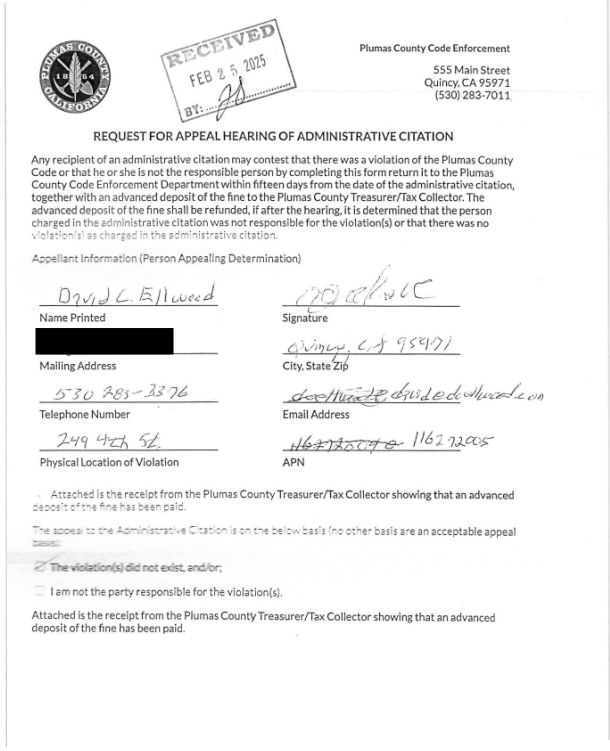

PLUMAS COUNTY CALIFORNIA

RECEIVED FEB 25 2025 BY:

Plumas County Code Enforcement
555 Main Street
Quincy, CA 95971
(530) 283-7011

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Any recipient of an administrative citation may contest that there was a violation of the Plumas County Code or that he or she is not the responsible person by completing this form return it to the Plumas County Code Enforcement Department within fifteen days from the date of the administrative citation, together with an advanced deposit of the fine to the Plumas County Treasurer/Tax Collector. The advanced deposit of the fine shall be refunded, if after the hearing, it is determined that the person charged in the administrative citation was not responsible for the violation(s) or that there was no violation(s) as charged in the administrative citation.

Appellant Information (Person Appealing Determination)

David C. Ellwood — Name Printed
[redacted] — Mailing Address
530 283-3376 — Telephone Number
249 4th St. — Physical Location of Violation
Signature
Quincy, CA 95971 — City, State Zip
dcellwood@dcellwood.com — Email Address
116272005 — APN

☐ Attached is the receipt from the Plumas County Treasurer/Tax Collector showing that an advanced deposit of the fine has been paid.

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☐ I am not the party responsible for the violation(s).

Attached is the receipt from the Plumas County Treasurer/Tax Collector showing that an advanced deposit of the fine has been paid.

Violations: Administrative Citations #25-00020 & 25-00019

- Plumas County Code 5-8.01 – Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles

- Plumas County Code 6-10.103(a) – Depositing Solid Waste; Littering

- California Penal Code Crimes against the Public Health and Safety 374.4 pc

5/2024
Center St
249 4th St
Mansell St
Image © 2025 Airbus
Google Earth
1985
Imagery Date: 5/26/2024 39°55'45.04" N 120°53'43.96" W elev 3515 ft eye alt 4212 ft

Plumas County Code Title 5, Chapter 8.- Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles

- 5-8.01- Findings and determinations

  In addition to and in accordance with the determination made and the authority granted by the State pursuant to the provisions of Section 22660 of the Vehicle Code of the State to remove abandoned, wrecked, dismantled, or inoperative vehicles, or parts thereof, as public nuisances, the Board hereby makes the following findings and declarations:

- **The accumulation and storage of abandoned, wrecked, dismantled, or excess inoperable vehicles, or parts thereof, on private or public property**, **is hereby found** to create a condition tending to **reduce the value of private property**, to **promote blight** and deterioration, to invite plundering, to **create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors**, to create a harborage for rodents and insects, **and to be injurious to the health, safety, and general welfare.** Therefore, the presence of an abandoned, wrecked, dismantled, or excess inoperable vehicle, or parts thereof, on private or public property, except as expressly permitted by the provisions of this chapter or the provisions of Chapter 2, of Title 9, **is hereby declared to constitute a public nuisance which may be abated** as such in accordance with the provisions of this chapter.

Plumas County Code Title 5, Chapter 8.- Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles

Continue…

5-8.03 – Exceptions:

The provisions of this chapter shall not apply to:

(a) **A vehicle, or parts thereof, which is completely enclosed within a building** in a lawful manner where such vehicle, or parts thereof, is not visible from the street or other public or private property; or

(b) **A vehicle, or parts thereof, which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, or a lawful junk yard**, or when such storage or parking is necessary to the operation of a lawfully conducted business or commercial enterprise.

The provisions of this section shall not authorize the maintenance of a public or private nuisance as defined under provisions of law other than Chapter 10 (commencing with Section 22650) of Division 11 of the Vehicle Code of the State and this chapter.

Plumas County Code Title 5, Chapter 8.- Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles

Continue…

5-8.02 – Definitions:

Dismantled shall mean the condition of a vehicle which has been taken apart, or to pieces, and/or stripped, or otherwise deprived of any of its integral parts or equipment.

Excess inoperable shall mean the presence upon a single parcel or combination of adjoining parcels under the same ownership of more than one unregistered or inoperable vehicle, except as provided by Sections 5051 et seq. of the Vehicle Code of the State or as otherwise exempted by Section 5-8.03 of this chapter.

Inoperable shall mean a vehicle or part thereof which cannot be moved under its own power or cannot be operated lawfully on a public street or highway within this state, due to removal of, damage to, deterioration of, or inoperative condition of any component part or the lack of an engine, transmission, wheels, tires, doors, windshield, or any other component part necessary for such movement or lawful operation, except an unregistered vehicle.

Owner of the land shall mean the owner of the land on which the vehicle, or parts thereof, is located as shown on the last equalized assessment roll.

Vehicle shall mean a device by which any person or property may be propelled, moved, or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks.

Wrecked shall mean the condition of a vehicle which consists of disordered or broken remains, or which has been brought to a physically impaired or unsound condition, or other ruinous state by reason of collision, crash, or other forceful impact.

Plumas County Code 6-10.103(a) –Depositing Solid Waste; Littering

(a) **No owner or occupant shall abandon, dump, bury, or otherwise dispose of any solid waste or allow any other person to dispose of solid waste upon premises** other than a County-designated ultimate disposal site or transfer station site during the site's business hours; provided, however, that:

(1) Building materials may be kept on premises during a period of active construction, reconstruction, or repair of a building or structure thereon under a valid building permit; and

(2) Wood may be kept neatly piled upon premises for household use; and

(3) Residential (household) solid waste may be composted in a manner approved by the Plumas County Department of Environmental Health.

(4) Clean recyclable materials may be stored on the premises, provided storage of same does not create odors, attract vectors or cause other nuisance conditions.

Plumas County Code 6-10.102 – Definitions

(93) **"Rubbish"** means non-putrescible waste or **discarded or abandoned material, including, but not limited to paper, cardboard, rugs, rags, clothing, straw, wood, crockery, glass, rubber, metal, plastic and construction debris** (C and D), and in the context of this section, means solid waste that is the subject of collection services by a franchise contractor.

(100) "Solid waste" shall have the meaning set forth in Section 40170 of the California Public Resources Code as currently in force or as hereafter amended, namely:

(a) Except as provided in subdivision (b), **"solid waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes.**

California Penal Code Crimes against the Public Health and Safety

374.4.

(a) **It is unlawful to litter or cause to be littered in or upon public or private property. A person, firm, or corporation violating this section is guilty of an infraction.**

(b) **This section does not restrict a private owner in the use of his or her own property, unless the littering of waste matter on the property creates a public health and safety hazard, a public nuisance, or a fire hazard,** as determined by a local health department, local fire department or district providing fire protection services, or the Department of Forestry and Fire Protection, in which case this section applies.

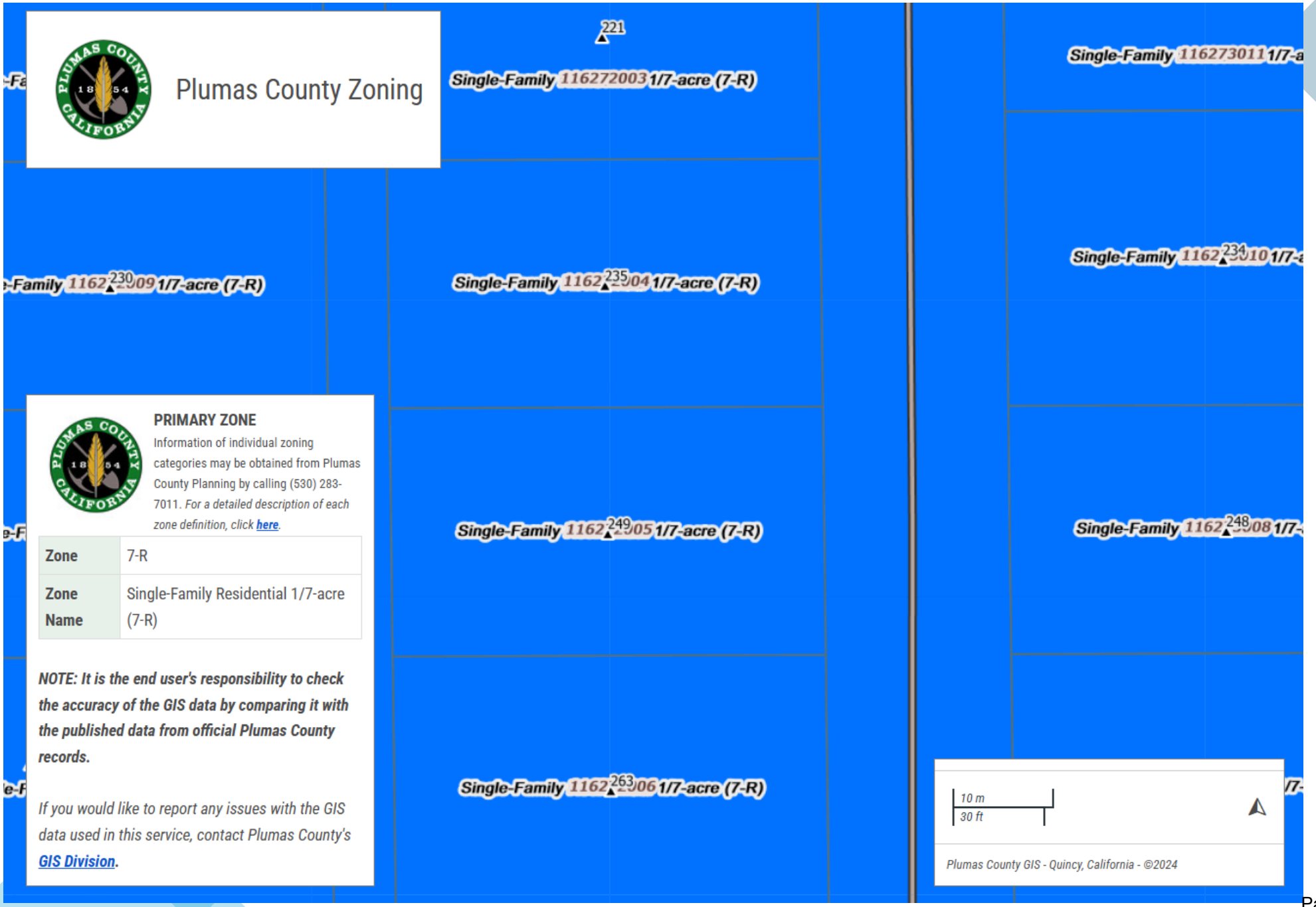
(c) **As used in this section, "litter" means the discarding, dropping, or scattering of small quantities of waste matter ordinarily carried on or about the person, including, but not limited to, beverage containers and closures, packaging, wrappers, wastepaper, newspapers, and magazines**, in a place other than a place or container for the proper disposal thereof, and including waste matter that escapes or is allowed to escape from a container, receptacle, or package.

California Penal Code Crimes against the Public Health and Safety

374.4. Continue…

(d) A person, firm, or corporation convicted of a violation of this section shall be punished by a mandatory fine of not less than two hundred fifty dollars ($250) nor more than one thousand dollars ($1,000) upon a first conviction, by a mandatory fine of not less than five hundred dollars ($500) nor more than one thousand five hundred dollars ($1,500) upon a second conviction, and by a mandatory fine of not less than seven hundred fifty dollars ($750) nor more than three thousand dollars ($3,000) upon a third or subsequent conviction.

(e) The court may, in addition to the fine imposed upon a conviction, require as a condition of probation, in addition to any other condition of probation, that any person convicted of a violation of this section pick up litter at a time and place within the jurisdiction of the court for not less than eight hours.


Plumas County Zoning
221
Single-Family 116272003 1/7-acre (7-R)
Single-Family 116273011 1/7-a
-Family 1162230009 1/7-acre (7-R)
Single-Family 1162235004 1/7-acre (7-R)
Single-Family 1162234010 1/7-a
Single-Family 1162249005 1/7-acre (7-R)
Single-Family 1162248008 1/7-
Single-Family 1162263006 1/7-acre (7-R)
PRIMARY ZONE
Information of individual zoning categories may be obtained from Plumas County Planning by calling (530) 283-7011. For a detailed description of each zone definition, click here.
Zone 7-R
Zone Name Single-Family Residential 1/7-acre (7-R)
NOTE: It is the end user's responsibility to check the accuracy of the GIS data by comparing it with the published data from official Plumas County records.
If you would like to report any issues with the GIS data used in this service, contact Plumas County's GIS Division.
10 m
30 ft
Plumas County GIS - Quincy, California - ©2024

Plumas County Code
Article 13 – Single-Family Residential Zones (2-R, 3-R, 7-R)

9-2.1302 – Uses (2-R, 3-R, 7-R)

(a) The following uses **shall be permitted in the Single-Family Residential Zones (2-R, 3-R, 7-R):**

(1) One dwelling unit; and one additional detached dwelling unit on any parcel of twice or more the minimum lot area;

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter;

(2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home businesses and bed and breakfast inns; and

(3) Backyard chickens as set forth in Article 43, Backyard Chickens, of this chapter.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, child day care facilities, community care facilities, 4-H and FFA animal projects, home businesses, parks, places of assembly, public utility facilities, public service facilities, and schools.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(d) Telecommunications facilities in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Plumas County Code Title 8, Chapter 15.01 – Enforcement authority: Vester in Code Compliance Officials

The authority to enforce the provisions of Chapter 8 of Title 5, Titles 6, 8, and 9 of this Code, and to obtain compliance, shall be vested in the Plumas County Building Official, the Director of Planning and Building Services, the Director of Environmental Health, or their designees, and in the Code Enforcement Officers of Plumas County. Plumas County Code Enforcement Officers shall have the authority to issue citations and make arrests in the enforcement of Chapter 8 of Title 5, Title 6, Title 8, Title 9 of the Plumas County Code. Plumas County Code Enforcement Officers shall have the authority to issue citations and make arrests in the enforcement of California Penal Code Section 373(a) Maintaining a Public Nuisance After Abatement Notice, California Penal Code Section 374.4 Littering on Public or Private Property, and California Penal Code Section 402b Refrigerators, Washing Machines, Etc. Not In Use; Failure to Remove Door, Latch. "Code Compliance Officials" shall mean each and every person vested with enforcement authority by this section.

Plumas County Code Title 1, Chapter 8 -Definitions

"Responsible person" means any individual who is the owner of real property, owner or authorized agent of any business, company, or entity, or the parent or the legal guardian of any person under the age of eighteen years who violates or maintains a violation of the Plumas County Code.

ASW0100INQ - Megabyte Property Tax System - County of Plumas

File Edit View Help

ASW0100INQv2.5.0.010: Main **Assessor Inquiry** *Mar 26, 2025 3:33:21 PM (-07:00)*

Asmt: 116-272-005-000 Feeparcel: 116-272-005-000 Status: ACTIVE Owner: ELLWOOD CHARLES M TRUSTEE

Situs Address	249 FOURTH ST EAST QUINCY		
Name Address	ELLWOOD CHARLES M TRUSTEE C/O DAVID ELLWOOD [redacted] QUINCY CA 95971		
Status	ACTIVE	Status Date	
Taxability Code	000	Descr	NORMAL OWNERSHIP
TRA	053-010	Base Date	01/01/1975
Creating Doc#	1900I-------	Create Date	
Current Doc#	2012R0001025	Cur Date	02/17/2012
Terminating Doc#		Term Date	
Neighborhood Code	116	Supl Cnt	2
Asmt Description			
LandUse 1	11	SINGLE FAMILY RESIDENTIAL	
LandUse 2			
Zoning 1		Dwell 1	0
Acres	0.26	SqFt	
Comments			

Values

Land	8,137	MHPP	
Structure	42,289	PP	
FixtureRP		Exemption	7,000
Growing		Net	43,426
Total L&I	50,426	Homesite	
Fixtures		R/C #	
TR/Date			
Status			
Description	ENROLLED is BASE YEAR		

☐ TPZ ☐ Ag Pres ☐ Etal ☐ Bonds
☐ Multi Situs ☐ 910 MH ☐ Flag 1 ☐ Flag 2 ☐ Prop 19
☐ Asmt PP ☐ Tax PP ☐ Appeal ☐ Split

Main | Ownership Detail | Ownership History | Mfg Homes | Attributes | Value History | Situs | Parcel Desc

⏮ ◀◀ ◀ 1/1 ▶ ▶▶ ⏭ Phy Char. TC Inq. Images

1 records found.

MPS-1220, 04/02/2018 3:43:19 PM

ASW0100INQ - Megabyte Property Tax System - County of Plumas

File Edit View Help

ASW0100INQv2.5.0.010: Main **Assessor Inquiry** *Mar 26, 2025 3:31:33 PM (-07:00)*

Asmt: 116-272-004-000 Feeparcel: 116-272-004-000 Status: ACTIVE Owner: ELLWOOD CHARLES M TRUSTEE

Situs Address: 235 FOURTH ST EAST QUINCY

Name Address: ELLWOOD CHARLES M TRUSTEE
C/O DAVID ELLWOOD
[redacted]
QUINCY CA 95971

Status	ACTIVE	Status Date	
Taxability Code	000	Descr	NORMAL OWNERSHIP
TRA	053-010	Base Date	01/01/1993
Creating Doc#	1900I-------	Create Date	
Current Doc#	2012R0001025	Cur Date	02/17/2012
Terminating Doc#		Term Date	
Neighborhood Code	116	Supl Cnt	2
Asmt Description			
LandUse 1	11	SINGLE FAMILY RESIDENTIAL	
LandUse 2			
Zoning 1		Dwell 1	0
Acres	0.26	SqFt	

Comments

Values

Land	8,140	MHPP	
Structure	45,878	PP	
FixtureRP		Exemption	
Growing		Net	54,018
Total L&I	54,018	Homesite	
Fixtures		R/C #	
TR/Date			
Status			
Description	ENROLLED is BASE YEAR		

☐ TPZ ☐ Ag Pres ☐ Etal ☐ Bonds
☐ Multi Situs ☐ 910 MH ☐ Flag 1 ☐ Flag 2 ☐ Prop 19
☐ Asmt PP ☐ Tax PP ☐ Appeal ☐ Split

Main | Ownership Detail | Ownership History | Mfg Homes | Attributes | Value History | Situs | Parcel Desc

⏮ ◀◀ ◀ 1/1 ▶ ▶▶ ⏭ Phy Char. TC Inq. Images

1 records found.

MPS-1220, 04/02/2018 3:43:19 PM

2012-0001025

Recorded Official Records County of Plumas KATHY WILLIAMS Clerk-Recorder | REC FEE 22.00 | SC | 03:14PM 17-Feb-2012 | Page 1 of 5

Recording Requested by
And Return to:
ROGER V. MARSHALL, State Bar No. 048299
MARSHALL, BURGHARDT, MIESKE,
HARP & JOHNSON, LLP
901 Bruce Road, Suite 270
Chico, California 95928

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLUMAS

In Re
The Charles and Lorna Ellwood Family Trust dated February 11, 2008

AFFIDAVIT DEATH OF CO-TRUSTEE

CHARLES M. ELLWOOD declares:

1. That he is over the age of 18 years.

2. The decedent named in the Certificate of Death attached hereto as Exhibit "A" is the same person as LORNA E. ELLWOOD, Co-Trustee of THE CHARLES AND LORNA ELLWOOD FAMILY TRUST dated February 11, 2008.

3. The assets of the trust include real property located in Plumas County, California, legally described on Exhibit "B" attached hereto;

4. The terms of THE CHARLES AND LORNA ELLWOOD FAMILY TRUST dated February 11, 2008 as to successor Trustees provides under Paragraph A. of Article VIII as follows:

"A. If either CHARLES M. ELLWOOD or LORNA E. ELLWOOD is unable or unwilling to serve as a Co-Trustee the remaining or surviving Co-Trustee is nominated to serve as the sole Trustee. If both Co-Trustees are unable or unwilling to serve, DAVID C. ELLWOOD, MELANIE L. ECCLES and MICHAEL G. ELLWOOD are nominated to serve as the successor Co-Trustees. If DAVID C. ELLWOOD is unable or unwilling to serve as a Co-Trustee C. JACOB ELLWOOD is nominated to serve as the successor Co-Trustee in the place of DAVID C.

ELLWOOD. If MELANIE L. ECCLES or MICHAEL G. ELLWOOD is unable or unwilling to serve as the Trustee the then serving Co-Trustees shall thereafter serve."

5. Therefore, I am now the sole Trustee of THE CHARLES AND LORNA ELLWOOD FAMILY TRUST dated February 11, 2008.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 1-30-12

Charles M. Ellwood
CHARLES M. ELLWOOD

STATE OF CALIFORNIA }

COUNTY OF PLUMAS }

SUBSCRIBED AND SWORN TO (or affirmed) before me, the undersigned, a Notary in and for said State on Jan 30, 2012, by CHARLES M. ELLWOOD, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

ROGER V. MARSHALL
Commission # 1824157
Notary Public - California
Butte County
My Comm. Expires Nov 27, 2012

WITNESS my hand official seal.

Signature Roger V. Marshall (Seal)

EXHIBIT "B"
THE CHARLES AND LORNA ELLWOOD FAMILY TRUST
REAL PROPERTY
LEGAL DESCRIPTION

1. Personal residence located at 249 East 4th Street, Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 116-272-05-0000 more particularly described as follows:

Lot Seven (7), Block Two (2), Mansell Unit Number Two (2), as per the official plat of said subdivision on file as of record in the office of the County Recorder of Plumas County, California.

2. Real property located at 667 Squirrel Creek, Spring Garden, California, more particularly described as Plumas County Assessor's Parcel No. 009-040-008.

Section 30, Township 24 North, Range 11 East, M.D.M., South ½ of South ½ of Lot 3 North ½ of Lot 7.

3. Real property located at 246 Coburn, Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 115-102-024.

That certain real property situate in Plumas County, California, described as Lot 7-I, Block 14, Town of Quincy, together with cabin thereon and tenements, hereditaments, and appurtenances thereunto belonging.

1. All that certain lot, piece or parcel of land commencing at a point North 7° 14' West 122.2 feet from the Southeast corner of Lot 7 of Block 14 of the official plat of the Town of Quincy, on file and of record in the Office of the County Recorder of the County of Plumas, State of California, thence South 87° 03' West 117.5 feet; thence North 5° 27' West 48 feet; thence North 87° 03' East 116 feet; thence South 7° 14' East 48.1 feet to the place of beginning.

2. Also a right of way from High Street to said lot from the Northerly portion of Lot 10 of Block 14 at the rear of the premises known as the Bolton property following the Easterly line of said tract and along the lands of J.C. Werner.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining thereto, and the rents, issues and profits thereof.

3. That portion of Lot 10 of Block 14 of the Townsite of Quincy, as shown on a map filed in Book "A", page 36 of Maps, records of Plumas County, California, which lies Easterly of and between the Easterly production of the Northerly and Southerly lines of the land conveyed to G.W. Elwood and Louise Elwood, his wife by deed recorded March 13, 1939, in Book 73, page 400 of Deeds.

4. Real property located at 886 E. Main Street, East Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 116-100-93-0000.

That portion of the Northwest ¼ of the Northwest ¼ of the Northeast ¼ of Sections 24, Township 24, Range 9 East lying South of U.S. Highway 40 A and East of Parcels A, B, C, D and E as shown on the map Book 1 of Surveys, page 33.

5. Real property located at 219 Mill Creek Road, East Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 116-251-005.

BEGINNING at a point on the West line of the NE ¼ of Section 19, Township 24 North, Range 10 East, M.D.M., which point bears South 0° 16' East 2069.08 feet from the ¼ section corner between Sections 18 and 19, said township and range, and running thence East 313.41 feet to the County Road; thence South 11° 14' West 50.97 feet; thence West 303.35 feet; thence North 0° 16' West 50.5 feet to the place of beginning.

Together with any and all water rights, easements and rights of way which may be appurtenant to the herein described property and/or to which the grantor herein has any interest whatsoever.

6. Real property located at 235 Fourth Street, East Quincy, California, more particularly described as Plumas County Assessor's Parcel No. 116-272-004.

Lot 8, Block 2 of the Mansell Subdivision Unit No. 2, as delineated on the Official Plat thereof, as of record, now on file in the office of the County Recorder of Plumas County, California.

Subject to Declarations of Establishments of Conditions as Restrictions recorded December 2, 1948 in Volume 17 at Page 16 of Official Records of Plumas County, California.

PLUMAS COUNTY CODE ENFORCEMENT
555 Main Street
Quincy, CA 95971
www.plumascounty.us
voice (530) 283-7011
fax (530) 283-6134

NOTICE OF NON-COMPLIANCE

July 13, 2022

Charles Ellwood Trustee
C/O David Ellwood
[redacted]
Quincy, CA 95971

CERTIFIED MAIL

Re: 235 Fourth Street
Quincy, CA
APN: 116-272-004-000

David Ellwood

This letter is to inform you that a public complaint has been filed with the Plumas County Code Enforcement Department alleging the below noted violations on your above referenced parcel:

1. **Plumas County Code 9-2.1302, 9-2.252 and 9-2.2502,** Junk yards are only permitted in Heavy Industrial Zones, the above address is Single Family Residential Zone only.

"Junk yard" shall mean the storage of more than one vehicle which is unregistered or useless for vehicular purposes, except as provided by Sections 5051 et seq. of the Vehicle Code of the State, or the storage of more than 200 used tires, or the use of more than 200 square feet of any parcel or contiguous parcels under the same ownership for the storage or sale of manufactured material which has been abandoned from its original use and which may be used again in its present form or in a new form and shall include salvage operations, recycling facility and limited recycling facility.

2. **Plumas County Code 9-2.405- Camping**

(a) Camping shall be prohibited within Prime Opportunity Areas as designated by the General Plan, except within camp grounds.

3. **California Penal Code 374.4 PC**

(a) It is unlawful to litter or cause to be littered in or upon public or private property. A person, firm, or corporation violating this section is guilty of an infraction.

4. **Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles**

The accumulation and storage of abandoned, wrecked, dismantled, or excess inoperable vehicles, or parts thereof, on private or public property, not including highways, is hereby found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects, and to be injurious to the health, safety, and general welfare. Therefore, the presence of an abandoned, wrecked, dismantled, or excess inoperable vehicle, or parts thereof, on private or public property, not including highways, except as expressly permitted by the provisions of this chapter the provisions of Chapter 2, of Title 9 is hereby declared to constitute a public nuisance which may be abated as such in accordance with the provisions of this chapter.

5. **Plumas County Code 6-10.103.-Depositing Solid Waste; Littering.**

(a) No owner or occupant shall abandon, dump, bury, or otherwise dispose of any solid waste or allow any other person to dispose of solid waste upon premises other than a County-designated ultimate disposal site or transfer station site during the site's business hours

"solid waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes.

6. **California Penal Code 373a PC**

Every person who maintains, permits, or allows a public nuisance to exist upon his or her property or premises, and every person occupying or leasing the property or premises of another who maintains, permits or allows a public nuisance to exist thereon, after reasonable notice in writing from a health officer or district attorney or city attorney or prosecuting attorney to remove, discontinue or abate the same has been served upon such person, is guilty of a misdemeanor, and shall be punished accordingly; and the existence of such nuisance for each and every day after the service of such notice shall be deemed a separate and distinct offense, and it is hereby made the duty of the district attorney, or the city attorney of any city the charter of which imposes the duty upon the city attorney to prosecute state misdemeanors, to prosecute all persons guilty of violating this section by continuous prosecutions until the nuisance is abated and removed.

A drive-by inspection of the above referenced parcel confirmed the violations (photos enclosed).

Please contact me no later than July 28, 2022, to correct the violation. It is the County's commitment to work with property owners toward voluntary compliance rather than impose enforcement citations and fines. However, should you fail to contact me by July 28, 2022, and/or if working together we have not established an acceptable timeline for correcting the above violation, may result in the issuing of administrative citations or notice to abate, which includes the levying of a fine. Our preference is to resolve this issue cooperatively without fines or forced abatement.

Notice of Non-Compliance sent July 13, 2022

Citation warning Notice
December 20, 2022 & September 20, 2023

PLUMAS COUNTY CODE ENFORCEMENT
555 Main Street
Quincy, CA 95971
www.plumascounty.us
voice (530) 283-7011
fax (530) 283-6134

CITATION WARNING NOTICE

December 20, 2022

Charles Ellwood Trustee
C/O David Ellwood
[redacted]
Quincy, CA 95971

CERTIFIED MAIL

Re: 235 Fourth Street
Quincy, CA
APN: 116-272-004-000

This letter is to inform you that the above listed properties remain in non-compliance and if not corrected, an Administrative Citation may be issued for up to $1000.00 a day.

1. **Plumas County Code 9-2.1302, 9-2.252 and 9-2.2502,** Junk yards are only permitted in Heavy Industrial Zones, the above address is Single Family Residential Zone only.

2. **Plumas County Code 9-2.405- Camping**
(a) Camping shall be prohibited within Prime Opportunity Areas as designated by the General Plan, except within camp grounds.
(b) Camping shall be permitted on all lands not within the Prime Opportunity Area, if all aspects of the county health regulations are met, subject to the concurrence of the property owner for no more than 120 days in a calendar years.

3. **California Penal Code 374.4 PC** (a) It is unlawful to litter or cause to be littered in or upon public or private property.
4. **Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles**
5. **Plumas County Code 6-10.103(a)-Depositing Solid Waste; Littering.**
6. **California Penal Code 373a PC**

PLUMAS COUNTY CODE ENFORCEMENT
555 Main Street
Quincy, CA 95971
www.plumascounty.us
voice (530) 283-7011
fax (530) 283-6134

CITATION WARNING NOTICE

September 20, 2023

Charles Ellwood Trustee
C/O David Ellwood
[redacted]
Quincy, CA 95971

CERTIFIED MAIL

Re: 235 Fourth Street
Quincy, CA
APN: 116-272-004-000

This letter is to inform you that the above listed properties remain in non-compliance and if not corrected, an Administrative Citation shall be issued for up to $1000.00 a day.

1. **Plumas County Code 9-2.1302, 9-2.252 and 9-2.2502,** Junk yards are only permitted in Heavy Industrial Zones, the above address is Single Family Residential Zone only.

2. **California Penal Code 374.4 PC** (a) It is unlawful to litter or cause to be littered in or upon public or private property.
3. **Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles**
4. **Plumas County Code 6-10.103(a)-Depositing Solid Waste; Littering.**
5. **California Penal Code 373a PC**

Warning Notice Regarding Possible Fine or Lien on Property

While it is the County's commitment to work cooperatively with property owners to achieve compliance, failure to comply with a Notice of Order to correct violations may result in the issuing of an administrative citation or notice to abate, which includes the levying of a fine. Any fine or costs that are not paid within thirty days from the date of the administrative citation or completion of abatement will be subject to interest at the legal rate of ten percent per annum on the principal amount. To the extent permitted by Government Code Section 54988,

Administrative Citation #25-00020
249 Fourth Street, Quincy, CA

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION

CITATION NUMBER: 25-00020

DATE: 02/18/2025

TIME: 9:00 AM

An inspection of the property located at 249 FOURTH ST in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

OWNER:
Charles ELLWOOD CHARLES M
TRUSTEE
[redacted]CA 95971
Quincy CA 95971

ASSESSOR'S PARCEL NUMBER:
116272005

3rd (or subsequent) CITATION $1000.00 IS NOW DUE AND PAYABLE

On 02/19/2025 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued another citation in the amount of 1000 USD.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 07/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

DESCRIPTION OF VIOLATION(S):

Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a).-Depositing Solid Waste; Littering
California Penal Code Crimes against the Public Health and Safety 374.4 pc

Receipt Acknowledged By

Date

Jennifer Langston
CCEO# C54666093
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002
CodeEnforcement@countyofplumas.com

Service Type: SERVICE BY MAIL

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION APPEALS INFORMATION SHEET

Administrative Citation- Definition - Authority And Fines

Plumas County Code Section Sec. 1-8.01(4) and Sec.1-8.02.03. - Authority and fines, provides for the issuance of administrative citations for Plumas County code violations. There are three levels of citations that can be issued for a violation. The fines, as indicated on the citation, are $100.00 for the first citation, $500.00 for the second citation and $1,000.00 for the third and subsequent citations for violations of the same ordinance within one year. All fines for violations are considered severable and enforceable daily as per Section: 1-8.03(b) Each and every day a violation of the Plumas County Code exists constitutes a separate and distinct offense.

Appeal of Administrative Citation – Hearing Procedure of Appeal Sections: -02
Plumas County Code Section: 1-8.07 & 1-8.09 - You have the right to appeal this administrative citation within fifteen (15) days from the citation date. An appeal must be in writing. The appeal can only pertain to whether the violation(s) occurred and whether the responsible person has caused or maintained the violation(s). To appeal, submit a completed Request for Appeal Hearing of Administrative Citation (appeals form enclosed) together with proof of an advanced payment of the fine per 1-8.09(a) that states the following "No hearing to contest an administrative citation before a hearing officer shall be held unless and until a request for a hearing form has been completed and submitted and the fine has been deposited in advance". It must be paid by mail or in person, addressed to the Plumas County Tax Collector/Collections Office, located at 520 Main St. #203, Quincy, CA 95971.

Right to Appeal 1-4.01. A properly filed appeal will result in an administrative hearing. Failure of any person to properly file a written appeal within fifteen (15) CONSECUTIVE days from the citation date also requires you comply with the Plumas County Code: Section 1-4.01. Failure to do so shall constitute a waiver of his or her right to an administrative hearing and adjudication of the administrative citation or any portion thereof and the total amount of the fine. The appeal can only pertain to whether the violation(s) occurred and whether the responsible person has caused or maintained the violation(s).

How to Pay Fine or Appeal Advanced Payment

The failure of any person to pay the fine assessed by the administrative citation within the time specified on the citation or on the invoice from the Plumas County Tax Collector/Collections Office may result in a claim with the Small Claims Court or any legal remedy available to collect such money. The County has the authority to collect all costs associated with the filing of such actions. Failure to pay fine penalties may be found in Plumas County Code Chapter 8 Section 1.8.11.

Consequences of Failure to Correct Violations Chapter 8 Sec: 1-8.03 & Chapter 8-15.04 Cumulative remedies

There are numerous enforcement options that can be used to encourage the correction of violations. These options include, but are not limited to: civil penalties per Plumas County Code Section 1-8.03, abatement, criminal prosecution, civil litigation, recording the violation with the County Recorder and forfeiture of certain State tax benefits for substandard residential rental property. These options can empower the County to collect fines up to $100,000.00, to demolish structures or make necessary repairs at the owner's expense, and to incarcerate violators.

You are hereby notified that any/all of these options or others may be used if the administrative citations do not achieve compliance. If you need further clarification about payment of the citation, please call (530) 283-6258 for the Plumas County Tax Collector/Collections Office. If you need further information about the violations and/or how to comply, please call (530) 283-7002 for the Code Enforcement Department. A full description of the hearing procedure for the County's administrative hearings for Code violations and your rights in that process are found in Plumas County Code Section 8-18.01 & 1-4.01 of the Plumas County code.

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Info

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February | 18 | 2025

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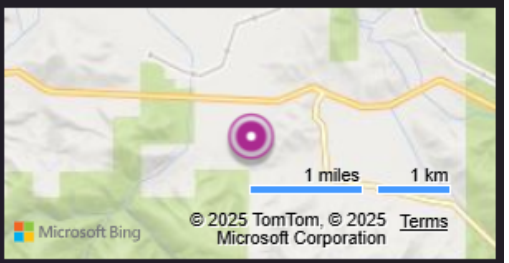
Add a description

Quincy



Size Info

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Device Info

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No flash function

Source

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File Path

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photo-c3iwl85EleDilebAeJM

Administrative Citation #25-00019
235 Fourth Street, Quincy, CA

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

ADMINISTRATIVE CITATION

CITATION NUMBER:	DATE:	TIME:
25-00019	02/18/2025	9:00 AM

An inspection of the property located at 235 FOURTH ST in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

OWNER:
CHARLES ELLWOOD TRUSTEE
[redacted]
QUINCY CA 95971

ASSESSOR'S PARCEL NUMBER:
116272004 0

3rd (or subsequent) CITATION $1000.00 IS NOW DUE AND PAYABLE

On 02/19/2025 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued another citation in the amount of 1000 USD.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 07/13/2022 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

DESCRIPTION OF VIOLATION(S):

Plumas County Code 5-8.01.-Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles
Plumas County Code 6-10.103(a).-Depositing Solid Waste; Littering
California penal Code Crimes against the Public Health and Safety 374.4 pc

Receipt Acknowledged By

Date

Jennifer Langston
CCEO# C54666093
Chief Code Enforcement Officer
Plumas County Building Department
(530)283-7002
CodeEnforcement@countyofplumas.com

Service Type: SERVICE BY MAIL

Plumas County Code Enforcement

555 Main Street
Quincy, CA 95971
(530) 283-7011

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Info

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February | 18 | 2025

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Add a description

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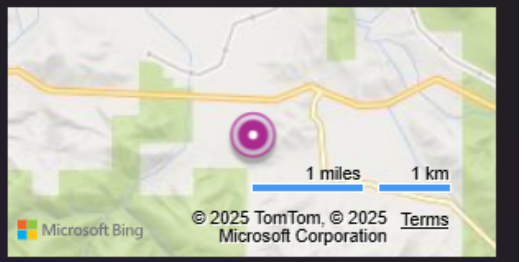

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February 18 2025

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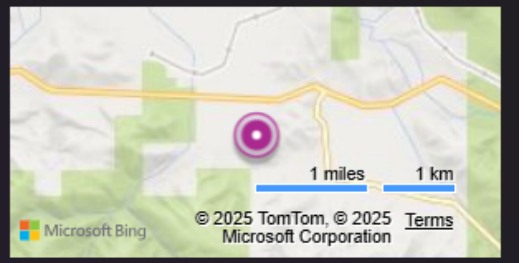

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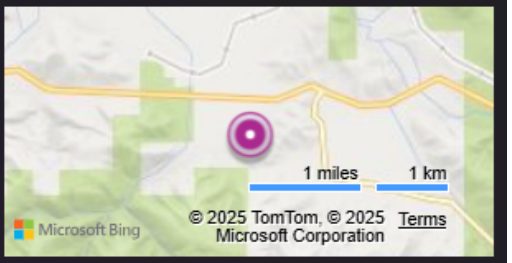

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Source

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File Path

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Sequence of events

- Our office has received five Investigative Service Request Forms (Complaint Form) related to the properties in question.
- According to official records, along with information from the Plumas County Recorder's Office and David Ellwood himself, David Ellwood is identified as the trustee.
- Following extensive communication with Melainie Eccles, Jacky Madarang, and David Ellwood to address violations on Fourth St, negligible progress led to escalating enforcement actions against David Ellwood, including citation warnings and administrative fines. Despite bi-weekly updates ending in February 2024 due to Melanie's passing, subsequent updates from Shannon Eccles in April 2024 lacked substantive new information, resembling earlier submissions.
- On February 18, 2025, at approximately 0900 hours, I observed from the roadway and right-of-way that the parcels located at 249 and 235 Fourth Street in Quincy, CA contained solid waste, including miscellaneous scrap metal, scrap wood, debris, rubbish, as well as wrecked, dismantled, and inoperable vehicles.
- I issued Administrative Citation #25-00020 & 25-00019 to Charles Ellwood, Trustee, for a fine of $1000.00 for each parcel in violation of Plumas County Code 5-8.01 Abandoned, wrecked, Dismantled or excess inoperable vehicles. Plumas County 6-10.103(a) – Depositing Solid Waste; littering and California Penal Code Crimes against the Public Health and Safety 374.4pc.

Conclusion

- Our objective is voluntary compliance; however, nearly three years have passed since our initial contact, and the continued lack of corrective action reflects negligence on the part of the property owner.
- Plumas County Code Enforcement asks that the Board of Supervisors uphold these citations, as we firmly believe that the violations are present and have adversely affected the surrounding neighborhood.

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Caryn Galeckas**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 43rd Annual Christian Encounter Ministries Agony Ride, to be held July 25-26, 2025, in Sierra Valley.**

Recommendation:

Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 43rd Annual Christian Encounter Ministries Agony Ride, to be held July 25-26, 2025, in Sierra Valley.

Background and Discussion:

Christian Encounter Ministries hold this event yearly, and the Plumas County Board of Supervisors issues a Letter of Support.

Action:

Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 43rd Annual Christian Encounter Ministries Agony Ride, to be held July 25-26, 2025, in Sierra Valley.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Agony Ride 2025
2. Plumas Board of Supervisors letter on letterhead
3. Operating Plan 2025
4. CalTrans COI
5. Plumas Cty Encroachment Permit Form filled out and signed
6. Plumas County COI
7. Agony Route Map 2024
8. Rider Safety

OFFICE OF THE
BOARD OF SUPERVISORS
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone:(530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTIRCT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

May 21, 2024

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention Permits Engineer

Subject: **Encroachment Permit Request**
CHRISTIAN ENCOUNTER MINISTRIES
43rd Annual Agony Ride in the Sierra Valley on July 25-26, 2025
in Sierra Valley

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to the issuance of an event permit by Caltrans.

Sincerely,

Kevin Goss
District 2 Supervisor, Chair

Cc: Plumas County Director of Public Works

Christian
Encounter
Ranch

P.O. Box 1022
Grass Valley, CA 95945

christianencounter.org
530.268.0877

Board Chair,

Christian Encounter Ministries is planning our 43rd annual Agony ride in the Sierra Valley July 25-26, 2025. As in the past few years, Caltrans will require a letter of resolution from Plumas County for our use permit for Hwys 49 and 70. I've attached a copy of this letter on our letterhead, as well as the packet that I am sending to the Plumas County Dept of Public Works. Plumas County CHP and Sheriffs have also been notified of our event.

Please send a Plumas County letter of resolution for the Agony Ride to me at:

caryn@christianencounter.org

or

Caryn Galeckas
Christian Encounter Ministries
PO Box 1022
Grass Valley, CA 95945

Thank you very much for your assistance.

Caryn Galeckas
Office Manager
Christian Encounter Ministries

Christian Encounter Ministries
Agony Ride, July 25-26, 2025
Operating Plan

We expect to have 115-125 riders. The ride is scheduled to begin at 1:00 p.m. on July 25 and end at 1:00 p.m. on July 26. We plan to begin the ride in Loyalton, following a three-leg route. For the first leg, the riders will travel north on A24, turn right on Dyson Lane, turn left on Hwy. 49 for approximately three miles, and turn right on Hwy. 70 for approximately 200 yards to the SAG station at the Vinton Grange. On the second leg, the riders will leave the Grange via Ede Street, turn left on Hwy. 49, turn right on Dyson Lane, then go straight on A24 to the Sierra Valley Gun Club, on Roberti Ranch property, approximately 3 miles south of Highway 70. Leg three has the riders return to Loyalton, remaining on A24 the entire way. They will then repeat this route for the entire 24 hours.

Riders are required to wear helmets and orange reflective vests and are instructed to obey traffic laws. They are also required to have white headlights, red taillights, and reflectors in compliance with CA vehicle code section 21201 if riding at night. Signs are posted along the highway warning vehicles of the event and reminding riders to stay single file. Riders must check in at each SAG station. Several roving vehicles will also be available to monitor and assist the riders. Pavement markings to warn riders of hazards and mark directions will be done with spray chalk. In addition to the roving vehicles, we expect to have 30-40 volunteers manning each SAG station.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Boulevard Suite 100 Glendale CA 91203 License#: 0D69293	**CONTACT NAME:** Jessica Flores **PHONE (A/C, No, Ext):** 818-539-9401 **FAX (A/C, No):** **E-MAIL ADDRESS:** Jessica_Flores@ajg.com
INSURED Christian Encounter Ministries 17183 Retrac Way Grass Valley, CA 95949-9795 CHRIENC-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hadron Specialty Insurance Company **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 604448093 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			H0076PK00224-00	11/22/2024	11/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			H0076PK00224-00	11/22/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT 	 $ $ $
A	Professional Liability			H0076PK00224-00	11/22/2024	11/22/2025	Limit Aggregate Retention 	$1,000,000 $3,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

State of California CalTrans--District 02 Office of Encroachment
PO Box 496073
Redding, CA 96049

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Melissa Cruz

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PLUMAS COUNTY ENCROACHMENT PERMIT NO._____

Under P.C.C., Section 4-3.302. *ENCROACHMENT PERMITS* **ISSUE**_____

Plumas County Department of Public Works **FINAL**_____

1834 E. Main Street Quincy, CA 95971

Telephone (530) 283-6268 Fax (530) 283-6323

Owner: Christian Encounter Ministries

Mailing Address: PO Box 1022

Grass Valley, CA 95949

Telephone: ( ) 530-268-0877 Fax: ( ) 530-268-9077

Contractor: Permittee

Mailing Address: _____

Telephone: ( ) _____ Fax: ( ) _____

Site Address: Sierra Valley **APN:** _____

Construction/ Event Dates: **Start:** 7/25/25 **Finish:** 7/26/25

Description of Work or Event:

~~2025 Agony Ride - See Operating Plan for details~~

An **ENCROACHMENT PERMIT** is hereby granted to the undersigned ***PERMITTEE*** for the placement of a encroachment within a County highway as described above providing the following conditions are satisfied:

1. ***PERMITTEE*** agrees to move or remove this improvement at their expense if required by future improvements within the county right-of-way, and to provide all future maintenance for any and all improvements constructed under this Permit. ***PERMITTEE*** guarantees all work accomplished under this Permit for a period of one year from the date of final inspection.

2. ***PERMITTEE*** agrees to provide construction signs and flaggers, barricades and flashers as required, and to notify the Department of Public Works for inspection of same **prior** to beginning of construction. No lanes will be closed or detours established without the consent of the Department of Public Works.

3. Utility trenches shall be constructed to Plumas County Standard Plans. No open trenches will be allowed after sunset or over weekends or holidays. Temporary steel plates may be allowed with approved ramps, signage and flashing lights/barricades.

4. Utility poles shall be placed a minimum of 10' from the edge of pavement, unless an exception is granted. All pole and anchor locations shall be field-reviewed by Plumas County **prior** to construction.

5. ***PERMITTEE*** shall notify the Department of Public Works no less than 24 hours prior to beginning work if starting date is different than shown above. Call your district foreman (see attachment) no less than 24 hours in advance for inspection. If no answer, call **(530) 283-6268** or stop by Public Works at 1834 East Main Street in Quincy.

6. Permit applications for public events, races or tours shall be accompanied by letters of notification from both the Plumas County Sheriff's Office and the California Highway Patrol (obtained by ***PERMITTEE***). No traffic control or lane closures will be permitted without prior approval. A Certificate of Insurance for not less than $1 million dollars, naming Plumas County as co-insured shall also accompany the application, along with a map showing the route or location of the public event, race or tour. **No objects or liquids may be thrown or discharged onto or from the County right-of-way during a permitted public event.**

7. **LIABILITIES FOR DAMAGES:** The ***PERMITTEE*** is responsible for all liability for personal injury or property damage which may occur through work herein permitted, and in the event any claim is made against the County of Plumas or any department, officer or employee thereof, through, by reason of, or in connection with such work or activity, ***PERMITTEE*** shall defend, indemnify and hold them and each of them harmless from such claim.

8. Unless a determination is made for a "no-fee" permit (i.e. public utility-sponsored projects or public events), ***PERMITTEE*** agrees to pay a fee for administration and inspection of this Permit, and provide a Performance Bond (if required), which will be fully refunded upon satisfactory completion of the work. The ***PERMITTEE*** understands and agrees that, if the work is not completed to the satisfaction of the County, the Performance Bond shall be forfeited and the Permit shall be voided. Any unsatisfactory work within County right-of-way may be removed at the County's discretion and the charges therefor billed to the ***PERMITTEE***. Administrative fees are not refundable, even if no work takes place. The ***PERMITTEE*** also understands and agrees that, should additional inspections be necessary due to non-compliance with the terms of this Permit or because of variance from Plumas County Standards or contract plans, the ***PERMITTEE*** shall be billed for such additional inspection time at the County inspector's reimbursable rate, including travel time. Permits that expire prior to the completion of work may be extended for additional 1 year period(s) by written request. Extensions will not be given beyond 5 years of the first date of expiration of the permit. ***Bonds may be returned, but fees for permits that expire or are cancelled shall be forfeited to the County of Plumas.***

9. Fee: $_____ Performance Bond: $_____ Hourly Inspection Rate: $_____

Bond Refund to:_____

10. **CALL BEFORE YOU DIG!** You must mark out your work area in white paint and include the letters "**USA**", and call **USA North** at **1 (800) 227-2600** at least 48 hours prior to beginning any excavation.

11. This Permit shall become null and void after_____. This Permit extended to:_____.

IMPORTANT NOTE: ***PERMITTEE*** *is responsible for all clean-up and storm water & erosion control that may be required in connection with the work done under this permit.*

This Permit shall not be effective for any purpose unless and until the above-named *PERMITTEE* agrees to these conditions. This Permit is revocable at any time if the above conditions are not met.

The **PERMITTEE** has read and understands the requirements of this Permit.	**PERMIT APPROVAL**	**BOND RELEASE**
Caryn Galeckas	By:_____	By:_____
Name (Please print)	Title:_____	Title:_____
Signature	Date:_____	Date:_____

Plumas County Department of Public Works District Contacts:

Beckwourth (Sierra Valley, Delleker)	832-5232
Graeagle (Mohawk Valley, Johnsville)	836-0382
LaPorte (Little Grass Valley)	675-2781
Quincy (American Valley, Canyon)	283-6268
Greenville (Indian Valley)	284-7921
Chester (Lake Almanor)	258-2926

(Sketch/Attach Plans)

INSPECTIONS:

Type	***Date***	***Inspector***	***What we're looking for***
Preliminary	_____	_____	Does the proposed encroachment match the description provided in the application?
Safety	_____	_____	Are required flaggers, signs and barricades in place?
Final	_____	_____	Does the encroachment comply with the description, plans and Standard Details? Is clean-up work complete?

Inspection Notes:

_____

_____

_____

_____

_____

_____

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Boulevard Suite 100 Glendale CA 91203 License#: 0D69293	**CONTACT NAME:** Jessica Flores **PHONE (A/C, No, Ext):** 818-539-9401 **FAX (A/C, No):** **E-MAIL ADDRESS:** Jessica_Flores@ajg.com
INSURED Christian Encounter Ministries 17183 Retrac Way Grass Valley, CA 95949-9795 CHRIENC-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hadron Specialty Insurance Company **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1622908643 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			H0076PK00224-00	11/22/2024	11/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			H0076PK00224-00	11/22/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			H0076PK00224-00	11/22/2024	11/22/2025	Limit Aggregate Retention	$1,000,000 $3,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Plumas County Dept of Public Works
1834 E Main
Quincy, CA 95971

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Melissa Cruz

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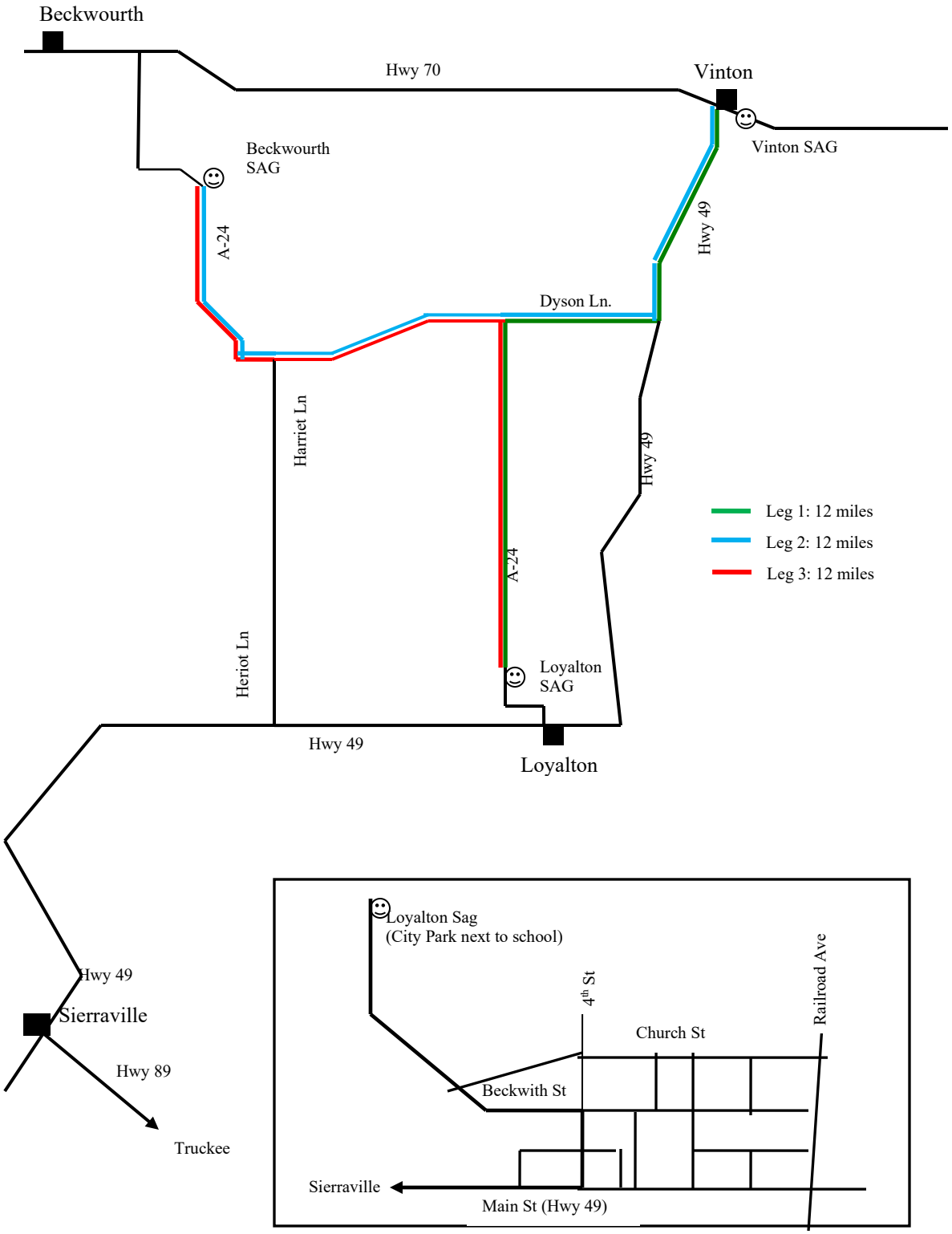
Agony Route Map



RIDER SAFETY

During the Agony Ride

You must obey all the California State traffic rules that apply to bicycle operation. Always travel the same direction as vehicle traffic. Signal before making a turn, don't go over 55 mph (don't you wish), ride single file, etc.

Safety equipment:

1. You must wear the Agony vest on the outside of all clothing.
2. You must wear a bike helmet and gloves, and have your bike equipped with side, front and rear reflectors. You must use a headlight and taillight for night riding, and have white or yellow reflectors on both pedals, shoes, or ankles. You must have 2 headlights if riding alone at night.

Safety rules:

1. You must ride single file. Because of auto and truck traffic, it is not safe to ride side by side. (It is also illegal.) When it is safe to do so, you may pass other riders and then go back to single file.
2. At night, all riders are strongly encouraged to ride with at least one other rider because of possible illness or accident and possible, but unlikely, harassment from a motorist. Any rider choosing to ride alone must have 2 headlights.
3. No headphones may be used during the Agony Ride while on the roadway. Ear buds may be used in one ear only (preferably the right ear).

Traffic congestion:

The location of the Agony is one of the safest routes for a bicycle event in the entire state of California. Keep in mind however:

1. The roads are narrow and do not have shoulders.
2. Cars and trucks travel above the speed limit.
3. Be especially careful of traffic when you enter and leave the SAG stops.

You are an ambassador:

1. You represent Christian Encounter Ranch and Jesus Christ to this valley. Be courteous and respectful.
2. If you are treated with disrespect or hear of complaints, report it to the Ride Director via a SAG leader or Roving Sagger and let him/her handle it.
3. Be sensitive to those living in the valley. Between 9 p.m. and 8 a.m. keep the noise down, especially in and around the towns of Loyalton and Vinton.

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Erica Perdue**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Approve and authorize the Chair to sign a letter of support for an application to the Department of Transportation (Cal-Trans), for an encroachment permit for the Quincy Junior Senior Prom to be held at the Quincy Courthouse 520 Main Street (4:00 PM to 11:00 PM on May 17, 2025)**

Recommendation:

Approve and authorize the Chair to sign a letter of support for an application to the Department of Transportation (Cal-Trans), for an encroachment permit for the Quincy Junior Senior Prom to be held at the Quincy Courthouse 520 Main Street (4:00 PM to 11:00 PM on May 17, 2025)

Background and Discussion:

Quincy High School holds their prom at the Courthouse, the Plumas County Board of Supervisors signs a request Letter to Caltrans for an Encroachment Permit.

Action:

Approve and authorize the Chair to sign a letter of support for an application to the Department of Transportation (Cal-Trans), for an encroachment permit for the Quincy Junior Senior Prom to be held at the Quincy Courthouse 520 Main Street (4:00 PM to 11:00 PM on May 17, 2025)

Fiscal Impact:

No General Fund Impact.

Attachments:

1. QHS Prom 2025

OFFICE OF THE
BOARD OF SUPERVISORS
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone:(530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTIRCT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

April 15, 2025

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention Permits Engineer

Subject: ***Encroachment Permit Request***
QUINCY HIGH SCHOOL PROM
Quincy Junior Senior Prom, May 17, 2025
From 4:00P.M. to 11:00 P.M.
In front of the Plumas County Courthouse
520 Main Street, Quincy California

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to the issuance of an event permit by Caltrans.

Sincerely,

Kevin Goss
District 2 Supervisor, Chair

Cc: Plumas County Director of Public Works

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Review, pursuant to Government Code section 8630, RESOLUTION No. 24-8935 ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on May 13, 2025**

Recommendation:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on May 13, 2025

Background and Discussion:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on May 13, 2025

Action:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on May 13, 2025

Fiscal Impact:

No General Fund Impact, review only.

Attachments:

1. Resolution No. 24-8935 (BOS) - Ratifying the Proclamation of a County Wide Local Emergency due to the Gold Complex Fire

RESOLUTION NO. 24- 8935

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 22, 2024, the Director of Emergency Services proclaimed a local emergency due to the Gold Complex fire threatening communities in Plumas County; and

WHERAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

WHEREAS, it has been found that local resources are unable to cope with the effects of said emergency;

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT FURTHER RESOLVED, the Board of Supervisors of the County of Plumas, State of California, hereby directs that:

This Proclamation of Existence of a Local Emergency shall be renewed and deemed to continue to exist as provided by state law or until its termination is proclaimed by the Board of Supervisors of the County of Plumas.

1. The Director of Emergency Services for the County of Plumas is hereby designated as the authorized representative of the County of Plumas for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain State and Federal assistance, to include CDAA.

2. During the existence of said local emergency, competitive bidding and other local purchasing, bidding and procurement requirements related to the Local Emergency are suspended.
3. The Director of Emergency Services or his or her designee immediately forward a certified copy of this resolution proclaiming a local emergency with a request that the Governor continue to proclaim a State of Emergency for the County of Plumas.
4. Plumas County is not formally requesting California Disaster Assistance Act funds at this time.

BE IT FURTHER PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at a Special Meeting of the Board of Supervisors on July 25, 2024 by the following vote:

AYES:Supervisors: Ceresola, Goss, Engel, Hagwood

NOES:

ABSENT: Supervisor McGowan

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on May 13, 2025.**

Recommendation:
Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on May 13, 2025.

Background and Discussion:
Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on May 13, 2025.

Action:

Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on May 13, 2025.

Fiscal Impact:

No General Fund Impact, review only.

Attachments:
1. RE8B0D~1

RESOLUTION NO. 21-8609

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

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

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

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

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

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

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

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

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

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

NOES: None

ABSENT: None

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

DECLARATION NO. 21-

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

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

WHEREAS, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Health Officer hereby finds that:

(a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and

(b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and

(c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

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

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

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

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

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

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

7/26/21
Date

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

PLUMAS COUNTY
DISTRICT ATTORNEY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**David Hollister, District Attorney**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Approve and authorize District Attorney to recruit and fill, funded and allocated, vacant 2 FTE Community Care Case Managers; (No General Fund Impact) Grant funded.**

Recommendation:
Approve and authorize District Attorney to recruit and fill, funded and allocated, vacant 2 FTE Community Care Case Managers; (No General Fund Impact) Grant funded.

Background and Discussion:
The Alternative Sentencing Program lost 2 FTE Community Care Case Manager's in the last several months. These positions are funded and allocated for the FY 24-25 budget and need to be filled as soon as possible as to avoid a lapse in services.

Action:

Approve and authorize District Attorney to recruit and fill, funded and allocated, vacant 2 FTE Community Care Case Managers; (No General Fund Impact) Grant funded.

Fiscal Impact:

Approve and authorize District Attorney to recruit and fill, funded and allocated, vacant 2 FTE Community Care Case Managers; (No General Fund Impact) Grant funded.

Attachments:
1. DDA CRITICAL STAFFING QUESTIONs for CCM
2. DA - ASP Org Chart 24-25
3. Community Care Case Manager

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

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

  - **Why is it critical that this position be filled at this time?** Grant funded position that needs to be filled.

  - **How long has the position been vacant**? One position became vacant April 19, 2024 and the other is new.

  - **Can the department use other wages until the next budget cycle?** No, a permanent employee is vital to the department's ability to function in a timely manner.

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

  - **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?** N/A

  - **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?** None.

  - **Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?** None are expected.

  - **Does the budget reduction plan anticipate the elimination of any of the requested positions?** N/A

  - **Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?** There should be no additional impact in the terms of the immediate filling of this position

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

CRITICAL STAFFING COMMITTEE
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: March 27, 2025

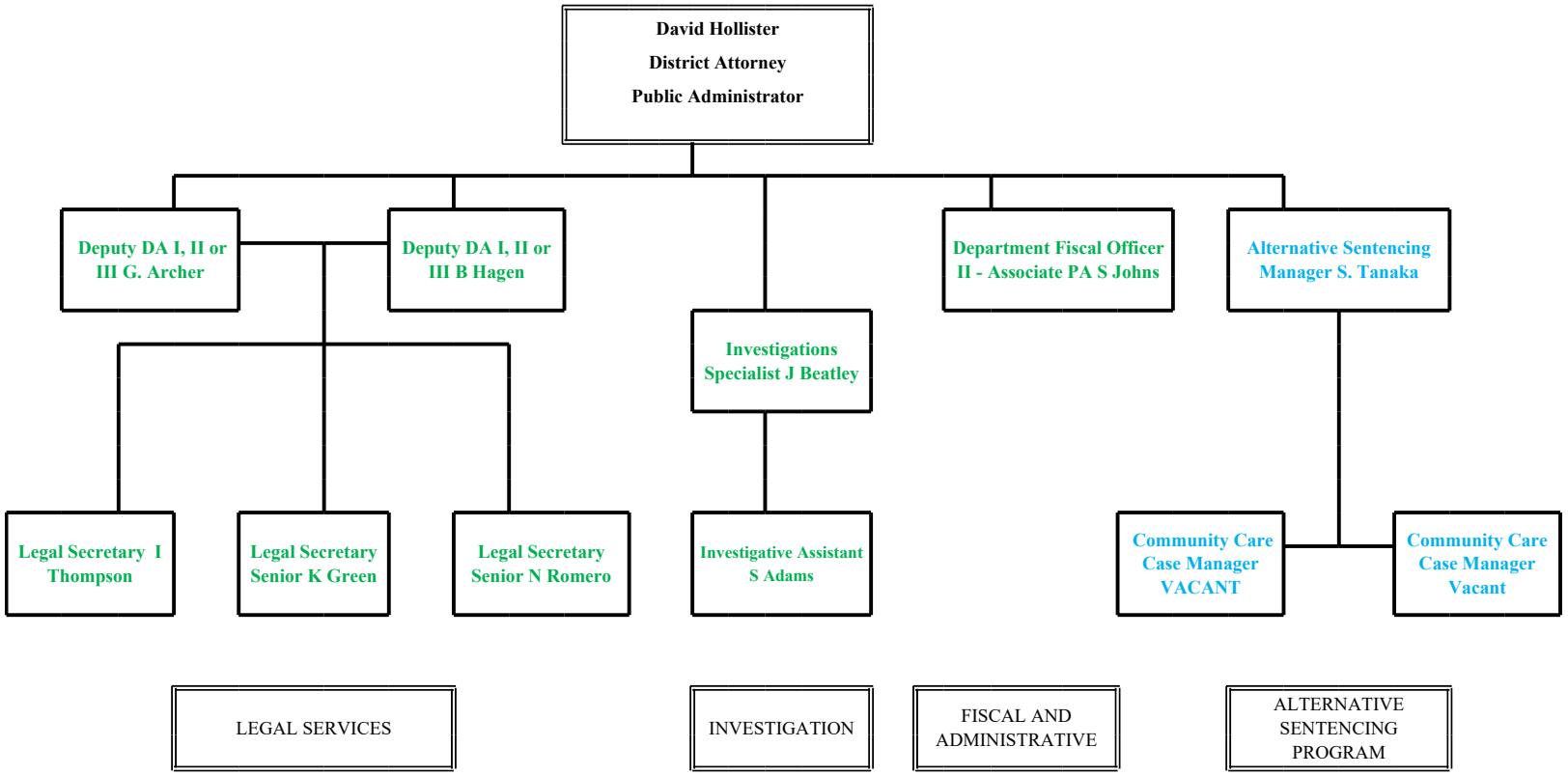
DEPARTMENT TITLE: District Attorney

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION:
Fund 0308 and Budget unit 70308, Fund 0309 and budget unit 70309

POSITION TITLE: Community Care Case Manager (2 FTE's)

IS POSITION CURRENTLY ALLOCATED? Yes, funding for these positions have been included in the current budget.

Plumas County District Attorney's Office
Organizational Chart
2024-2025



COMMUNITY CARE CASE MANAGER

DEFINITION

Under general supervision**,** Plan, coordinate and monitor delivery of services to clients; to facilitate social skills development and socialization; to conduct planned therapeutic activities; to provide personal assistance for clients in securing housing, food, clothing, and basic services; to provide educational groups as needed; to monitor coordination of client services with other agencies and staff; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a specialized class responsible for coordination and monitoring the provision of a variety of basic counseling, therapeutic activities, and support services for clients. Assignments will differ depending on the department assigned.

REPORTS TO

A wide variety of County management positions depending on the Department or program area of assignment.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

COMMUNITY CARE CASE MANAGER - 2

EXAMPLES OF DUTIES

- Works with professional staff and others to facilitate client socialization and securing of basic needs.
- Provides personal assistance for clients in securing and maintaining housing, food, and clothing.
- Assists clients with the development of independent living skills.
- Provides assistance in securing and maintaining income and health benefits.
- Provides money management assistance.
- Performs crisis management services/referrals, focusing on finding appropriate alternatives to acute inpatient hospital care.
- Facilitates social skill development and socialization activities as determined by client needs, interest, and abilities.
- Develops prevocational and vocational service referrals to a variety of employment programs.
- Develops and evaluates therapeutic social and recreational activities clients.
- Interviews clients and makes appropriate referrals to programs, outside agencies, and specialized services.
- Works with community service and other government agencies.
- Participates in planning, development, and evaluation sessions for clients.
- May have responsibility for development and implementation of a specific therapeutic activity.
- Travels extensively in the performance of services.
- May develop and conduct educational groups.
- Provides client transportation to and from program activities.
- Performs a variety of support assignments.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; some work is performed outside; some exposure to communicable diseases; continuous contact with staff and the public.

COMMUNITY CARE CASE MANAGER - 3

KNOWLEDGE OF

- Basic knowledge of principles, procedures, techniques, and trends of providing therapeutic and counseling services for mental health or alcohol and drug clients.
- Guidelines, procedures, laws, regulations, and requirements for securing basic life services for clients.
- Social aspects and characteristics of mental and emotional disturbances.
- Various activities useful in the treatment and rehabilitation of mental health or alcohol and drug clients.
- Recreational activities.
- Scope and availability of community resources and services, including other mental health and social service agencies.

ABILITY TO

- Coordinates or performs a variety of mental health or alcohol and drug client facilitation and support services.
- Develop and maintain the confidence and cooperation of mental health or alcohol and drug clients and their families.
- Organize and coordinate activities with minimal supervision.
- Assist with the development and implementation of treatment plans.
- Maintain the confidentiality of client information.
- Prepare clear, relevant and accurate reports.
- Communicate effectively, both orally and in writing.
- Effectively represent the Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.

COMMUNITY CARE CASE MANAGER - 4

TRAINING AND EXPERIENCE

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

Two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting.

Completion of substantial advanced educational training in Behavioral or Social Sciences is highly desirable. A four-year college degree is preferred.

SPECIAL REQUIREMENTS

Must possess a valid drivers 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.

PLUMAS COUNTY
DISTRICT ATTORNEY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**David Hollister, District Attorney**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County District Attorney and Karpel Solutions to provide a URL for software interface with Sunridge RIMS; effective April 15, 2025; not to exceed $12,000; (No General Fund Impact) PATH Grant Funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County District Attorney and Karpel Solutions to provide a URL for software interface with Sunridge RIMS; effective April 15, 2025; not to exceed $12,000; (No General Fund Impact) PATH Grant Funds; approved as to form by County Counsel.

Background and Discussion:

A URL is needed for our current database to communicate with the Plumas County Sheriff's Office's new software program Sunridge RIMS. This will allow the Sheriff's Office to upload their reports directly into our database, Prosecutor by Karpel.

Action:

Approve and authorize Chair to sign an agreement between Plumas County District Attorney and Karpel Solutions to provide a URL for software interface with Sunridge RIMS; effective April 15, 2025; not to exceed $12,000; (No General Fund Impact) PATH Grant Funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) PATH Grant Funds

Attachments:

1. Plumas County District Attorney's Office CA - SunRidge RIMS interface Contract 2025

PLUMAS COUNTY DISTRICT ATTORNEY'S OFFICE, CALIFORNIA

INTERFACE CONTRACT FOR

PROSECUTORbyKarpel®

KARPEL SOLUTIONS

9717 Landmark Parkway Drive • Suite 200 • St. Louis, MO 63127 • 314-892-6300 · www.karpel.com

TERMS OF AGREEMENT

The agreement proposed in this document is between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions"), and Plumas County District Attorney's Office, a political subdivision of the State of California (hereinafter referred to as "Client"), wherein Karpel Solutions agrees to provide Plumas County District Attorney's Office Interface access for the Client throughout the duration of the contracted terms described herein.

Any request for modification(s) to the proposed terms of this agreement must be submitted to Karpel Solutions in the form of a change order and will require the Client's express approval. No additional charges or fees will be incurred without prior written approval from the Client.

CONFIDENTIALITY STATEMENT

This document is considered the intellectual property of Karpel Solutions. The Client recognizes the proprietary nature of this information and shall neither disclose nor reproduce it via any media format. The use of any terms, data, or other proprietary knowledge referenced herein outside of Plumas County District Attorney's Office County, or for any purposes other than those established through this agreement, is strictly prohibited. If the Client is compelled by law to disclose any information covered by this agreement, they must notify Karpel Solutions before the third (3rd) full business days prior to the disclosure. This agreement imposes no such limits, should the Client utilize any information that can be found within this contract, if such is obtained from an external or third party. The Client will be subject to all subsequent revisions, addendums, and amendments to these terms for the duration of this agreement, unless otherwise permitted by Karpel Solutions.

SUMMARY OF COSTS AND TERMS OF PAYMENTS

Karpel Solutions agrees to provide necessary maintenance and support for its hosted services in accordance with the terms and specifications described in this document, contingent on the Client's remittance of fees for any associated services or provisions. The table below provides a simplified example of cost and fee calculations, based upon the size of the Client's organization:

	Qty	Cost	Subtotal	
Initial Interface Fee (incurred only once)	1	$10,000	$10,000.00	
Annual Maintenance Fee (incurred once per year)	1	$2,000	$2,000.00	**Annual Maintenance Cost Per Year (excluding taxes)**
			$12,000.00	**Total Initial Interface Cost (excluding taxes)**

Costs and fees for all hosted services, including maintenance expenses, are subject to change due to increased workloads, and updates to industry standards for technologies and data security practices. Karpel Solutions will seek Client acknowledgment before adjusting any costs or fees.

Associated costs for provided services will be in effect for one (1) year following the initial date of the Interface installation, beginning upon 1. These contracted terms are subject to renewal on an annual basis, solely per the Client's discretion and approval.

Payment scheduling can be applied to these costs, which will be calculated on an annual basis, and will be subject to renewal each subsequent year, pending approval. Of the initial **$10,000.00** cost, 50% ($5,000) is due immediately upon the signing of this agreement, and the remaining half of the initial cost, along with any Maintenance fees, will be immediately due upon the completion and implementation of the PBK Interface. Any subsequent costs and fees may be subject to change per the sole discretion of Karpel Solutions.

PROVIDED SERVICES AND SUPPORT

Karpel Solutions will provide training and updates for the Client at certain intervals and will offer technical support in the form of telephone and e-mail communications, webinars, and remote desktop maintenance. The Help Desk is available to provide direct, toll-free assistance over the phone from 7:00 AM (07:00 CST) to 7:00 PM (19:00 CST) on Mondays through Fridays (excluding holidays or certain events). Karpel Solutions also provides technical support outside of these listed times through a third-party provider, at no additional cost to the Client.

Maintenance of site functionality is dependent upon the Client's continuance of payments for hosted services, the cost of which will remain fixed throughout the duration of each contracted term. Failure to remit total payments in a timely manner may compel Karpel Solutions to terminate the agreement between itself and the Client and remove their access to the Interface.

Provided services for application maintenance will include scheduled updates or changes to the Interface, as well as error fixes and enhancements for site functionality. Support is offered to all authorized users but does not include troubleshooting for all networks or connectivity issues and will not include help any devices or networks outside of those related to site functionality.

SIGNATURES AND AUTHORIZATIONS

Upon entering into this agreement with Karpel Solutions, the Client agrees to be bound by the terms and conditions stated herein, throughout the entire duration of this contract. Karpel Solutions reserves the right to terminate this agreement or make modifications to these terms at any time, solely upon their discretion. The signatories on this document warrant that they have the authority to bind their respective party to this agreement.

County of Plumas , California	**Karpel Solutions**
Kevin Goss, Chair -Board of Supervisors	Jeff Karpel, CEO Software Architect
Date	Date
Allen Hiskey, Clerk of the Board	LeeAnn Karpel, President
Date	Date

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Approve and authorize Chair to sign 3 subscription services agreements (1 for each airport) between Plumas County Facility Services & Airports and QTPOD LLC; effective December 1, 2025; not to exceed $5,025.00 per year collectively; No General Fund impact - subscription is paid for with Airport funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an subscription services agreement between Plumas County Facility Services & Airports and QTPOD LLC.

Background and Discussion:
QTPOD provides a merchant processing subscription service for self-serve fuel purchases at each of the county's airports: Ganser Airport, Nervino Airport, and Rogers Field. The subscription service allows individuals to purchase fuel at the county's airports using their debit/credit cards. QTPOD is an intermediary company that connects the purchaser with the debit/credit card transaction system, allowing the customer to make fuel purchases without assistance. The subscription service also allows the county to access the Siteminder Fuel Management website which allows the county to view fuel purchase transactions, print receipts when needed, and remotely adjust fuel pricing at the pump when needed. Debit card information is truncated so only the last 4 digits of the card and the name of the cardholder are displayed within the website. Each airport has its own card-reader system and therefore, each card-reader system has its own subscription service agreement. The subscription service cost for each airport is $1,675.00 annually. The county's current subscription agreement is valid through November 30, 2025.

Action:

Approve and authorize Chair to sign an subscription services agreement between Plumas County Facility Services & Airports and QTPOD LLC.

Fiscal Impact:

There is no General Fund impact with these 3 subscription agreements as costs are supported solely by Airport revenue.

Attachments:
1. Nervino Airport QTPOD Subscription Agreement
2. Rogers Field QTPOD Subscription Agreement
3. Gansner Airport QTPOD Subscription Agreement

2605 Trade Centre Ave, Suite B
Longmont, CO 80503
888.412.5332 www.QTpod.com

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of the 1st of the month following installation of the M4000 ("**Effective Date**"), between QTPOD, LLC, an Oregon limited liability company ("**QTPOD**") and County of Plumas, Beckwourth - Nervino Airport - O02 ("**Customer**"). Customer and QTPOD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Customer has purchased QTPOD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and

B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) years (invoiced annually) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless either Party gives written notice of its intent not to renew to the other Party at least 90 days before the expiration of the then current term. The Initial Term and any renewal terms shall be collectively referred to as the "**Term**."

2. License, Services and Fees.

2.1. Subject to the terms and subject to the conditions set forth in this Agreement, QTPOD hereby agrees to provide cloud-based access and grants Customer a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support, any and all intellectual property, and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QTPOD will provide the Services via a web- based service interface application that will be provided, defined and determined by QTPOD.

2.2. Adjustment of Fees. QTPOD shall have the right to adjust the Fees at the start of any renewal term. Should QTPOD intend to adjust the Fees, it shall provide the Customer with notice of the change in Fees at least one hundred and twenty (120) days prior to the expiration of the then current term.

2.3. Documentation. In connection with the Services, QTPOD may provide the Customer with user manuals, handbooks, and guides relating to the Services either electronically or in hard copy form.

Subject to the terms and conditions contained in this Agreement, QTPOD hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.4. Reservation of Rights. QTPOD reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.

3. Responsibilities of QTPOD.

3.1 Services. QTPOD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QTPOD's systems may be periodically offline or otherwise inoperable in order for QTPOD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QTPOD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QTPOD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, QTPOD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 Modification. QTPOD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QTPOD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 Support. QTPOD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as Exhibit 2.

4. Responsibilities of Customer.

4.1 Format and Internet Connection. Customer will be responsible for delivering and receiving data to and from QTPOD's server(s) in the format required by QTPOD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit unless a cellular connection is supplied by QTPOD. Customer shall also provide QTPOD with a static IP address or a specific range of static IP addresses.

4.2 Access to M4000. Customer will provide QTPOD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QTPOD in the performance of its obligations under this Agreement.

4.3 Confidentiality of End User's Data. QTPOD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 Updates. QTPOD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 End User Communications. QTPOD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 Proper Use. Customer is responsible for using the Services in the manner instructed by QTPOD and otherwise in the manner intended. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The software used in connection with the

Services is QTPOD's proprietary software and Customer shall not at any time, directly or indirectly to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

5. Terms of Payment.

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within thirty (30) days after the date of QTPOD's invoice.

6. Taxes.

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QTPOD with proper tax exemption certificates.

7. Minimum Technical Specifications.

Unless QTPOD is supplying a cellular connection, Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

8. Scope and Limitations.

Customer acknowledges that QTPOD is responsible only for providing Customer with data transmission. QTPOD is not providing any information relating to any credit report, nor should any information provided by QTPOD be used to create or modify any credit report. QTPOD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

Notwithstanding anything to the contrary in this Agreement, QTPOD may temporarily suspend Customer's access to any portion or all of the Services if: (i) QTPOD reasonably determines there is a threat or attack on any of the software or Customer's use of the software disrupts or poses a security risk to QTPOD or to any other customer or vendor of QTPOD; or (ii) Customer is using the Services for fraudulent or illegal activity. QTPOD shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. QTPOD shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. QTPOD will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

9. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media], [that is/and whether or not] marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing,

each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Limited Warranty.

10.1 QTPOD does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit 2. THE FOREGOING WARRANTY DOES NOT APPLY, AND QTPOD STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

10.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS" AND QTPOD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. QTPOD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. QTPOD MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

11.1 Customer Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless QTPOD, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to Customer's misuse of the Services, data breaches within the Customer's network, or Customer's misconduct or negligence.

11.2 QTPOD Indemnity. QTPOD shall indemnify, defend and hold harmless Customer, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to claims that the Services infringe or misappropriate any intellectual property right. In the event of such a claim, or if QTPOD reasonably believes that the Service is likely to become the subject of such a claim, then QTPOD shall, at its expense: (a) obtain for Customer the right to continue using such Service; (b) replace or modify the Service so that it does not infringe upon or misappropriate such intellectual property right and maintains substantially similar functionality and performance; or, (c) in the event that QTPOD is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, QTPOD shall terminate this Agreement promptly reimburse to Customer any prepaid Fees for which Subscription Service have not been rendered or provided.

12. **Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QTPOD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

13. **Cardholder and Transaction Information.**

QTPOD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction (collectively, the "**Requirements**"). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing.

14. **Excused Non-Performance.**

QTPOD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QTPOD's reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a "**Force Majeure**") include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; cyber-attacks; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QTPOD.

15. **Default and Early Termination.**

If Customer defaults in performance of any material obligation under this Agreement, QTPOD may terminate this Agreement, provided that QTPOD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QTPOD's reasonable satisfaction within thirty (30) days after QTPOD provides such written notice. Customer agrees that Customer's failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QTPOD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party's cessation of business, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the

provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

16. Miscellaneous Provisions.

16.1. Independent Contractor. Neither Party nor its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party's operations or over the manner and method by which such Party conducts its operations. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

16.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, by email, or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, notice given by email shall be deemed effective at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

Address for Notice:	**Address for Notice:**
QTPOD, LLC	Facility Services & Airports
2605 Trade Centre Ave., Ste. B	198 Andy's Way
Longmont, CO 80503	Quincy CA 95971
Attention: _____	**Attention:** Nick Collin, Director
Email: _____	**Email:** nickcollin@countyofplumas.com

16.3 Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

16.4 Assignment. Subscriber may not assign any of its rights, interests or duties under this Agreement without the prior written consent of QTPOD, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QTPOD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

16.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

16.6 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Colorado, without reference to its conflicts of law principles. **The Uniform Computer Information Transactions Act will not apply to the interpretation or enforcement of this Agreement**. Each Party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Colorado, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

16.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b)

constitute a continuing waiver; or (c) waive that right on any other occasion.

16.8 Amendments. This agreement may be amended only be a written instrument signed by both Parties, which writing must refer to this Agreement.

16.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "including without limitation." The word "or" is not exclusive and includes "and/or." The word "will" is a synonym for the word "shall." Reference to a "person" includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

16.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

16.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

QTPOD, LLC	County of Plumas
By:_____	By:_____
Name:_____	Name: Kevin Goss
Title:_____	Title: Chair, Board of Supervisors

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

Exhibit 1
Fees

1. **Fee Plans**

The following Fee Plans are available. Please select one.

☑ **Base Plan—$1195 per unit, per year, $4780 for five years if prepaid**
Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates

☐ **Premium Plan—$1,995 per unit, per year (Post-Warranty)**
Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates and post-warranty parts replacement

2. **Cellular Option**

☑ The Services may be accessed through a cellular plan established by QTPOD at a cost of $480 per unit, per year

3. **Premium Plan Parts Replacement Terms and Conditions**

The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

After the expiration of the M4000 product warranty, QTPOD will replace (at its option) malfunctioning components of the M4000 unit, using either new or rebuilt parts or components (at QTPOD's option) at no charge to charge Customer ("**Parts Replacement**"). The M4000 is designed so that most of its parts may be replaced by Customer, utilizing the instructions provided by QTPOD. In rare instances, a qualified technician may be required. For avoidance of doubt, Customer shall be liable for all onsite technician costs. QTPOD will provide remote technical assistance relating to parts replacement, but Customer shall be responsible for the installation of all replacement components and shall bear all associated costs and expenses. Customer shall return all failed components to QT.

Parts Replacement is only available if the unit is installed by QTPOD, a certified service company or an individual approved by QTPOD. Upon request, QTPOD may provide a list of qualified service companies or technicians, but in no event will QTPOD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QTPOD's Post Installation Checklist is completed and provided to QTPOD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QTPOD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QTPOD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QTPOD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QTPOD surge protection equipment.

Exhibit 2

Support and Service Level Agreement

1. Technical Support Regarding Services

Business Hours Support. QTPOD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.

24/7 Support. QTPOD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QTPOD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to pump fuel.

2. Service Level Objectives

QTPOD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement ("**Uptime Percentage**"). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, "**Downtime**" includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QTPOD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer's applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1, Section 8, and Section 13 of the Agreement).

2605 Trade Centre Ave, Suite B
Longmont, CO 80503
888.412.5332 www.QTpod.com

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of the 1st of the month following installation of the M4000 ("**Effective Date**"), between QTPOD, LLC, an Oregon limited liability company ("**QTPOD**") and County of Plumas, Chester - Rogers Field - O05 ("**Customer**"). Customer and QTPOD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Customer has purchased QTPOD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and

B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) years (invoiced annually) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless either Party gives written notice of its intent not to renew to the other Party at least 90 days before the expiration of the then current term. The Initial Term and any renewal terms shall be collectively referred to as the "**Term**."

2. License, Services and Fees.

2.1. Subject to the terms and subject to the conditions set forth in this Agreement, QTPOD hereby agrees to provide cloud-based access and grants Customer a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support, any and all intellectual property, and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QTPOD will provide the Services via a web- based service interface application that will be provided, defined and determined by QTPOD.

2.2. Adjustment of Fees. QTPOD shall have the right to adjust the Fees at the start of any renewal term. Should QTPOD intend to adjust the Fees, it shall provide the Customer with notice of the change in Fees at least one hundred and twenty (120) days prior to the expiration of the then current term.

2.3. Documentation. In connection with the Services, QTPOD may provide the Customer with user manuals, handbooks, and guides relating to the Services either electronically or in hard copy form.

Subject to the terms and conditions contained in this Agreement, QTPOD hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.4. Reservation of Rights. QTPOD reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.

3. Responsibilities of QTPOD.

3.1 Services. QTPOD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QTPOD's systems may be periodically offline or otherwise inoperable in order for QTPOD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QTPOD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QTPOD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, QTPOD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 Modification. QTPOD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QTPOD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 Support. QTPOD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as Exhibit 2.

4. Responsibilities of Customer.

4.1 Format and Internet Connection. Customer will be responsible for delivering and receiving data to and from QTPOD's server(s) in the format required by QTPOD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit unless a cellular connection is supplied by QTPOD. Customer shall also provide QTPOD with a static IP address or a specific range of static IP addresses.

4.2 Access to M4000. Customer will provide QTPOD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QTPOD in the performance of its obligations under this Agreement.

4.3 Confidentiality of End User's Data. QTPOD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 Updates. QTPOD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 End User Communications. QTPOD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 Proper Use. Customer is responsible for using the Services in the manner instructed by QTPOD and otherwise in the manner intended. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The software used in connection with the

Services is QTPOD's proprietary software and Customer shall not at any time, directly or indirectly to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

5. Terms of Payment.

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within thirty (30) days after the date of QTPOD's invoice.

6. Taxes.

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QTPOD with proper tax exemption certificates.

7. Minimum Technical Specifications.

Unless QTPOD is supplying a cellular connection, Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

8. Scope and Limitations.

Customer acknowledges that QTPOD is responsible only for providing Customer with data transmission. QTPOD is not providing any information relating to any credit report, nor should any information provided by QTPOD be used to create or modify any credit report. QTPOD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

Notwithstanding anything to the contrary in this Agreement, QTPOD may temporarily suspend Customer's access to any portion or all of the Services if: (i) QTPOD reasonably determines there is a threat or attack on any of the software or Customer's use of the software disrupts or poses a security risk to QTPOD or to any other customer or vendor of QTPOD; or (ii) Customer is using the Services for fraudulent or illegal activity. QTPOD shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. QTPOD shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. QTPOD will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

9. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media], [that is/and whether or not] marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing,

each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Limited Warranty.

10.1 QTPOD does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit 2. THE FOREGOING WARRANTY DOES NOT APPLY, AND QTPOD STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

10.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS" AND QTPOD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. QTPOD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. QTPOD MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

11.1 Customer Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless QTPOD, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to Customer's misuse of the Services, data breaches within the Customer's network, or Customer's misconduct or negligence.

11.2 QTPOD Indemnity. QTPOD shall indemnify, defend and hold harmless Customer, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to claims that the Services infringe or misappropriate any intellectual property right. In the event of such a claim, or if QTPOD reasonably believes that the Service is likely to become the subject of such a claim, then QTPOD shall, at its expense: (a) obtain for Customer the right to continue using such Service; (b) replace or modify the Service so that it does not infringe upon or misappropriate such intellectual property right and maintains substantially similar functionality and performance; or, (c) in the event that QTPOD is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, QTPOD shall terminate this Agreement promptly reimburse to Customer any prepaid Fees for which Subscription Service have not been rendered or provided.

12. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QTPOD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

13. Cardholder and Transaction Information.

QTPOD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction (collectively, the "**Requirements**"). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing.

14. Excused Non-Performance.

QTPOD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QTPOD's reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a "**Force Majeure**") include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; cyber-attacks; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QTPOD.

15. Default and Early Termination.

If Customer defaults in performance of any material obligation under this Agreement, QTPOD may terminate this Agreement, provided that QTPOD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QTPOD's reasonable satisfaction within thirty (30) days after QTPOD provides such written notice. Customer agrees that Customer's failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QTPOD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party's cessation of business, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the

provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

16. Miscellaneous Provisions.

16.1. Independent Contractor. Neither Party nor its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party's operations or over the manner and method by which such Party conducts its operations. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

16.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, by email, or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, notice given by email shall be deemed effective at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

Address for Notice:	**Address for Notice:**
QTPOD, LLC	Facility Services & Airports
2605 Trade Centre Ave., Ste. B	198 Andy's Way
Longmont, CO 80503	Quincy CA 95971
Attention: _____	**Attention:** Nick Collin, Director
Email: _____	**Email:** nickcollin@countyofplumas.com

16.3 Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

16.4 Assignment. Subscriber may not assign any of its rights, interests or duties under this Agreement without the prior written consent of QTPOD, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QTPOD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

16.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

16.6 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Colorado, without reference to its conflicts of law principles. **The Uniform Computer Information Transactions Act will not apply to the interpretation or enforcement of this Agreement**. Each Party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Colorado, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

16.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b)

constitute a continuing waiver; or (c) waive that right on any other occasion.

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16.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

16.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

QTPOD, LLC	County of Plumas
By:_____	By: _____
Name:_____	Name: Kevin Goss
Title:_____	Title: Chair, Board of Supervisors

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

Exhibit 1

Fees

1. **Fee Plans**

The following Fee Plans are available. Please select one.

☑ **Base Plan—$1195 per unit, per year, $4780 for five years if prepaid**
Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates

☐ **Premium Plan—$1,995 per unit, per year (Post-Warranty)**
Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates and post-warranty parts replacement

2. **Cellular Option**

☑ The Services may be accessed through a cellular plan established by QTPOD at a cost of $480 per unit, per year

3. **Premium Plan Parts Replacement Terms and Conditions**

The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

After the expiration of the M4000 product warranty, QTPOD will replace (at its option) malfunctioning components of the M4000 unit, using either new or rebuilt parts or components (at QTPOD's option) at no charge to charge Customer ("**Parts Replacement**"). The M4000 is designed so that most of its parts may be replaced by Customer, utilizing the instructions provided by QTPOD. In rare instances, a qualified technician may be required. For avoidance of doubt, Customer shall be liable for all onsite technician costs. QTPOD will provide remote technical assistance relating to parts replacement, but Customer shall be responsible for the installation of all replacement components and shall bear all associated costs and expenses. Customer shall return all failed components to QT.

Parts Replacement is only available if the unit is installed by QTPOD, a certified service company or an individual approved by QTPOD. Upon request, QTPOD may provide a list of qualified service companies or technicians, but in no event will QTPOD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QTPOD's Post Installation Checklist is completed and provided to QTPOD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QTPOD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QTPOD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QTPOD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QTPOD surge protection equipment.

Exhibit 2

Support and Service Level Agreement

1. Technical Support Regarding Services

Business Hours Support. QTPOD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.

24/7 Support. QTPOD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QTPOD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to pump fuel.

2. Service Level Objectives

QTPOD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement ("**Uptime Percentage**"). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, "**Downtime**" includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QTPOD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer's applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1, Section 8, and Section 13 of the Agreement).

2605 Trade Centre Ave, Suite B
Longmont, CO 80503
888.412.5332 www.QTpod.com

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of the 1st of the month following installation of the M4000 ("**Effective Date**"), between QTPOD, LLC, an Oregon limited liability company ("**QTPOD**") and County of Plumas, Quincy - Gansner Airport - 201 ("**Customer**"). Customer and QTPOD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Customer has purchased QTPOD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and

B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) years (invoiced annually) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless either Party gives written notice of its intent not to renew to the other Party at least 90 days before the expiration of the then current term. The Initial Term and any renewal terms shall be collectively referred to as the "**Term**."

2. License, Services and Fees.

2.1. Subject to the terms and subject to the conditions set forth in this Agreement, QTPOD hereby agrees to provide cloud-based access and grants Customer a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support, any and all intellectual property, and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QTPOD will provide the Services via a web- based service interface application that will be provided, defined and determined by QTPOD.

2.2. Adjustment of Fees. QTPOD shall have the right to adjust the Fees at the start of any renewal term. Should QTPOD intend to adjust the Fees, it shall provide the Customer with notice of the change in Fees at least one hundred and twenty (120) days prior to the expiration of the then current term.

2.3. Documentation. In connection with the Services, QTPOD may provide the Customer with user manuals, handbooks, and guides relating to the Services either electronically or in hard copy form.

Subject to the terms and conditions contained in this Agreement, QTPOD hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.4. Reservation of Rights. QTPOD reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.

3. Responsibilities of QTPOD.

3.1 Services. QTPOD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QTPOD's systems may be periodically offline or otherwise inoperable in order for QTPOD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QTPOD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QTPOD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, QTPOD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 Modification. QTPOD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QTPOD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 Support. QTPOD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as Exhibit 2.

4. Responsibilities of Customer.

4.1 Format and Internet Connection. Customer will be responsible for delivering and receiving data to and from QTPOD's server(s) in the format required by QTPOD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit unless a cellular connection is supplied by QTPOD. Customer shall also provide QTPOD with a static IP address or a specific range of static IP addresses.

4.2 Access to M4000. Customer will provide QTPOD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QTPOD in the performance of its obligations under this Agreement.

4.3 Confidentiality of End User's Data. QTPOD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 Updates. QTPOD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 End User Communications. QTPOD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 Proper Use. Customer is responsible for using the Services in the manner instructed by QTPOD and otherwise in the manner intended. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The software used in connection with the

Services is QTPOD's proprietary software and Customer shall not at any time, directly or indirectly to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

5. Terms of Payment.

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within thirty (30) days after the date of QTPOD's invoice.

6. Taxes.

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QTPOD with proper tax exemption certificates.

7. Minimum Technical Specifications.

Unless QTPOD is supplying a cellular connection, Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

8. Scope and Limitations.

Customer acknowledges that QTPOD is responsible only for providing Customer with data transmission. QTPOD is not providing any information relating to any credit report, nor should any information provided by QTPOD be used to create or modify any credit report. QTPOD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

Notwithstanding anything to the contrary in this Agreement, QTPOD may temporarily suspend Customer's access to any portion or all of the Services if: (i) QTPOD reasonably determines there is a threat or attack on any of the software or Customer's use of the software disrupts or poses a security risk to QTPOD or to any other customer or vendor of QTPOD; or (ii) Customer is using the Services for fraudulent or illegal activity. QTPOD shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. QTPOD shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. QTPOD will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

9. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media], [that is/and whether or not] marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing,

each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Limited Warranty.

10.1 QTPOD does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit 2. THE FOREGOING WARRANTY DOES NOT APPLY, AND QTPOD STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

10.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS" AND QTPOD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. QTPOD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. QTPOD MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

11.1 Customer Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless QTPOD, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to Customer's misuse of the Services, data breaches within the Customer's network, or Customer's misconduct or negligence.

11.2 QTPOD Indemnity. QTPOD shall indemnify, defend and hold harmless Customer, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to claims that the Services infringe or misappropriate any intellectual property right. In the event of such a claim, or if QTPOD reasonably believes that the Service is likely to become the subject of such a claim, then QTPOD shall, at its expense: (a) obtain for Customer the right to continue using such Service; (b) replace or modify the Service so that it does not infringe upon or misappropriate such intellectual property right and maintains substantially similar functionality and performance; or, (c) in the event that QTPOD is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, QTPOD shall terminate this Agreement promptly reimburse to Customer any prepaid Fees for which Subscription Service have not been rendered or provided.

12. **Limitation of Liability**.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QTPOD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

13. **Cardholder and Transaction Information**.

QTPOD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction (collectively, the "**Requirements**"). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing.

14. **Excused Non-Performance**.

QTPOD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QTPOD's reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a "**Force Majeure**") include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; cyber-attacks; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QTPOD.

15. **Default and Early Termination**.

If Customer defaults in performance of any material obligation under this Agreement, QTPOD may terminate this Agreement, provided that QTPOD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QTPOD's reasonable satisfaction within thirty (30) days after QTPOD provides such written notice. Customer agrees that Customer's failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QTPOD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party's cessation of business, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the

provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

16. Miscellaneous Provisions.

16.1. Independent Contractor. Neither Party nor its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party's operations or over the manner and method by which such Party conducts its operations. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

16.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, by email, or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, notice given by email shall be deemed effective at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

Address for Notice:	**Address for Notice:**
QTPOD, LLC	Facility Services & Airports
2605 Trade Centre Ave., Ste. B	198 Andy's Way
Longmont, CO 80503	Quincy CA 95971
Attention: _____	**Attention:** Nick Collin, Director
Email: _____	**Email:** nickcollin@countyofplumas.com

16.3 Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

16.4 Assignment. Subscriber may not assign any of its rights, interests or duties under this Agreement without the prior written consent of QTPOD, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QTPOD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

16.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

16.6 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Colorado, without reference to its conflicts of law principles. **The Uniform Computer Information Transactions Act will not apply to the interpretation or enforcement of this Agreement**. Each Party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Colorado, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

16.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b)

constitute a continuing waiver; or (c) waive that right on any other occasion.

16.8 Amendments. This agreement may be amended only be a written instrument signed by both Parties, which writing must refer to this Agreement.

16.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "including without limitation." The word "or" is not exclusive and includes "and/or." The word "will" is a synonym for the word "shall." Reference to a "person" includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

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Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

QTPOD, LLC	County of Plumas
By:_____	By:_____
Name:_____	Name: Kevin Goss
Title:_____	Title: Chair, Board of Supervisors

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

Exhibit 1
Fees

1. **Fee Plans**

The following Fee Plans are available. Please select one.

☑ **Base Plan—$1195 per unit, per year, $4780 for five years if prepaid**
Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates

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☑ The Services may be accessed through a cellular plan established by QTPOD at a cost of $480 per unit, per year

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The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

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Parts Replacement is only available if the unit is installed by QTPOD, a certified service company or an individual approved by QTPOD. Upon request, QTPOD may provide a list of qualified service companies or technicians, but in no event will QTPOD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QTPOD's Post Installation Checklist is completed and provided to QTPOD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QTPOD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QTPOD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QTPOD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QTPOD surge protection equipment.

Exhibit 2

Support and Service Level Agreement

1. Technical Support Regarding Services

Business Hours Support. QTPOD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.

24/7 Support. QTPOD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QTPOD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to pump fuel.

2. Service Level Objectives

QTPOD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement ("**Uptime Percentage**"). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, "**Downtime**" includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QTPOD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer's applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1, Section 8, and Section 13 of the Agreement).

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Smith Power Products, Inc. for emergency generator inspection, maintenance, and repair; effective May 1, 2025; not to exceed $25,000; contract will have direct impact on General Fund as approved in recommended FY24/25 budget 2012052 520905; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Smith Power Products, Inc. for emergency generator inspection, maintenance, and repair.

Background and Discussion:
Smith Power Products, Inc. provides inspection, maintenance, and repair services for the county's emergency generators. Their program consists of 3 quarterly inspections and 1 annual maintenance.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Smith Power Products, Inc. for emergency generator inspection, maintenance, and repair.

Fiscal Impact:

Contract will have direct impact on General Fund. Smith Power's annual maintenance program will have a direct cost to the county of $14,375.00. The remaining balance of the contract, $10,625.00, will be for parts and any repairs and will only be used as-needed.

Attachments:
1. Smith Power Products, Inc.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services** (hereinafter referred to as "County"), and **Smith Power Products, Inc.**, a Delaware Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twenty-Five Thousand Dollars** ($25,000).

3. Term. The term of this agreement shall be from **May 1, 2025, through April 30, 2026**, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

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

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

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

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

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

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

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

Smith Power Products, Inc.
3065 W California Ave
Salt Lake City UT 84104
Attention: Contract Manager

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

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

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

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

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

Smith Power Products, Inc., a Delaware Corporation

By:_____
Name: Michael B. Smith
Title: CEO
Date signed:

By:_____
Name: Kristin H. Ahmann
Title: CFO
Date signed:

COUNTY:

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

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

ATTEST:

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work
(as noted in Exhibit C)

1. Maintenance program consisting of 3 quarterly inspections and 1 annual service with inspection to include:

    a. Oil, oil filter, and fuel filter change (annually);
    b. Test coolant;
    c. Maintain supplemental coolant additives as needed;
    d. Checklist inspection of engine, generator, control panel, batteries, and transfer switches;
    e. Test safety shutdown systems;
    f. Test automatic transfer switches
    g. Test auto-start time;
    h. Building load test (if approved).

    *It is the County's responsibility to maintain fluid in their equipment between scheduled inspections. However, contractor's personnel will top off fluids during scheduled inspections.

EXHIBIT B

Fee Schedule
(as noted in Exhibit C)

1. The annual cost for this maintenance program is as follows:

a.	Correctional Facility	$1,690.00
b.	Courthouse Annex	$1,575.00
c.	Courthouse	$1,590.00
d.	Animal Shelter	$1,300.00
e.	All other units Quincy/Portola	$1,160.00 each (5)
f.	Units in Chester	$1,210.00 each (2)

*total cost for all 10 units: $14,375.00

2. Repairs or maintenance will be performed on a time and materials basis at:

   a. $175.00/hour regular time
   b. $262.50/hour overtime
   c. $0.75/mile for additional trips

3. Materials will be billed according to our 'fleet' pricing schedule

EXHIBIT C

SMITH POWER PRODUCTS INC

Generator Service Department

March 12, 2025

Robert McAdams
Fiscal officer II
Plumas County Facility Services
Quincy, CA 95971

Mr. McAdams,
As you requested. I have prepared the following proposal for renewal of the maintenance agreement on the standby generators at your facilities in Plumas County. We would like to offer the same services as before. This maintenance agreement will consist of 3 quarterly inspections and 1 annual service with inspection. This maintenance agreement will include:

- Oil and filter change (annually).
- Test coolant
- Maintain supplemental coolant additives as needed
- Check list inspection of engine, generator, control panel, batteries, and transfer switches.*
- Test safety shutdown systems.
- Test automatic transfer switches.
- Test auto-start time.
- Building load test (if approved)

It is the customers' responsibility to maintain fluid in their equipment between scheduled inspections. However, our service personnel, they will top off fluids during scheduled inspections.

The **annual** cost for this maintenance agreement is as follows:

Correctional Facility	$1690.00
County Annex	$1575.00
Court House	$1590.00
Animal Shelter	$1300.00
All other units in Quincy and Portola	$ 1160.00 each (5)
Units in Chester	$ 1210.00 each (2)
Total annual cost for all 10 units	$14,375.00

The maintenance agreement cost includes all labor, parts, materials, and mileage.

Coolant and hose changes will be performed at an additional cost. Any other repairs or maintenance will be performed on a time and materials basis at $175 / hour regular time and $262.50 / hour overtime. Travel mileage is $0.75/ mile for any additional trips. Materials will be billed according to our "fleet" pricing schedule.

If you have any questions or require additional information, please do not hesitate to call me as listed below.
We appreciate your interest in the products and services offered by Smith Power Products and look forward to serving you.

Sincerely,
Smith Power Products, Inc.

Rick VanSpeybrock
Generator Service Engineer
8 Glendale Ave. Sparks, NV 89431
Office 775-359-1713
Cell 775-530-1713
rvanspeybrock@smithppi.com

* See generator maintenance scope of work.

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services & Airports and American Window & Doors Systems, Inc. to install new windows at the Portola Library; amendment will increase the cost to General Fund by $3,232.50; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services & Airports and American Window & Doors Systems, Inc. to install new windows at the Portola Library.

Background and Discussion:
The Portola Library is located within a Wildland-Urban Interface area and therefore, it is required by the United States Fire Administration that the inner pane of glass on each window be tempered glass. Because of this requirement, the cost of the project is increase from $102,000 to $105,232.50. An increase of $3,232.50.

Action:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services & Airports and American Window & Doors Systems, Inc. to install new windows at the Portola Library.

Fiscal Impact:

This amendment will increase the cost of this project to the General Fund from $102,000 to $105,232.50.

Attachments:
1. 1st Amendment - American Window & Door Systems
2. American Window & Door Systems, Inc. - original contract

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND AMERICAN WINDOW & DOOR SYSTEMS, INC.

This First Amendment to Agreement ("Amendment") is made on April 3, 2025, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and American Window & Door Systems, Inc. ("CONTRACTOR") who agrees as follows:

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

    a. PLUMAS COUNTY and AMERICAN WINDOW & DOOR SYSTEMS, INC. have entered into a written Agreement dated February 26, 2025, (the "Agreement"), in which AMERICAN WINDOW & DOOR SYSTEMS, INC. agreed to replace all windows at the Portola Library for Plumas County.

    b. Because the Portola Library is located within a Wildland-Urban Interface (WUI) area as designated by the United States Fire Administration, it is required that the interior lite of glass on every insulated unit be tempered glass. Because of this federal requirement the parties desire to change the Agreement.

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

    a. Paragraph 2 is amended to read as follows:

    Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **One Hundred Five Thousand two hundred thirty-two Dollars and 50/100 Cents ($105,232.50)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this agreement.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated February 26, 2025, shall remain unchanged and in full force and effect.

CONTRACTOR:

American Window & Door Systems, Inc., a CA corporation

By:_____
Name: Eddy Deniz
Title: CEO/CFO
Date signed:

COUNTY:

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

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

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

FAC250007

Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services and Airports** department (hereinafter referred to as "County"), and **American Window & Door Systems, Inc.** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibits A and B attached hereto (hereinafter referred to as the "Work").

2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **One Hundred Two Thousand Dollars and 0/100 Cents ($102,000.00)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.

3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **June 30th, 2025**, subject to adjustment as stated in Sections 15 and 16.

4. Termination.

   a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.

   b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.

d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

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

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.

10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.

11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.

12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.

13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.

15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.

16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.

17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

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

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.

20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

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

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

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

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

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

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **Class C-17 Glazing Contractor**, issued by the State of California, **No. 1066478**

25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.

26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.

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

30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.

35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Facility Services and Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Facilities Director

Contractor:

American Window & Door Systems Inc.
1729 Action Avenue
Napa, CA 94559
Attention: Eddy Deniz

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

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

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

40. 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.

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

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

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

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

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

42. 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.

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

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

CONTRACTOR:

American Window & Door Systems Inc

By: _____
Name: Eddy Deniz
Title: Chief Executive Officer/Chief Financial Officer

Date signed: 02-26-2025

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Board Chairman

ATTEST:

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Portola Library Window Replacement

34 Third Avenue Portola CA 96122

Services to be provided by the contractor to the Plumas County Facility Services and Airports, and the amounts of the services, shall be as follows:

1. **The Contractor shall**
   a. **Verify Window Sizes Prior to Ordering**
   b. **Work to be completed without delay once the project has begun with a 3 week timeline and with the least disruption possible to library patrons as the library will be open during construction. Workdays and hours to be Monday through Friday 7am to 5pm unless prior arrangements are made with Plumas County Facilities. There shall be no openings left at the end of the day for security reasons.**
   c. **Remove trim and save**
   d. **Cut siding so as to completely remove existing windows including fin and save siding strips for replacement**
   e. **Remove and properly dispose of existing windows**
   f. **Install New Milgard Style Line V250 windows, black exterior, white interior with fin, seal and caulk, replace siding strips, replace trim and caulk trim.**
   g. **Clean up and remove all unused material and waste from project**
   h. **All work to be done in a safe and workmanlike manner to industry standards**
   i. **All work will comply with the California Building and all applicable state and federal laws and regulations**

Portola Window Sizes and Quantity

To be verified by contractor prior to ordering.

1. 36"x48" PW Tempered
2. 48"x48" PW
3. 36"x36" Casement
4. 24"x48" PW Tempered
5. 48"x48" PW Tempered
6. 48"x48" PW Tempered
7. 36"x36" PW
8. 18"x36" PW
9. 36"x36" PW
10. 36"x36" PW
11. 36"x36" PW
12. 36"x36" PW
13. 36"x36" PW
14. 18"x36" PW
15. 36"x36" PW
16. 36"x36" PW
17. 36"x36" PW
18. 36"x18" PW
19. 36"x18" PW
20. 36"x18" PW
21. 48"x36" PW
22. 18"x36" PW
23. 69"x69" PW
24. 36"x36" PW
25. 36"x69" PW
26. 48"x24" PW
27. 48"x24" PW
28. 48"x24" Casement
29. 21"x24" PW
30. 72"x45" PW
31. 72"x72" PW
32. 21"x24" PW
33. 48"x24" Casement

34. 72"x45" PW
35. 24"x72" PW
36. 48"x48" PW
37. 48"x48" PW
38. 16"x48" PW
39. 48"x48" PW
40. 16"x48" PW
41. 60"x60" PW
42. 39"x16" Tempered Transom
43. 48"x24" PW
44. 48"x24" PW
45. 48"x24" PW
46. 48"x24" PW
47. 48"x60" PW
48. 60"x60" PW
49. 72"x24" PW
50. 72"x24" PW
51. 72"x24" PW
52. 72"x24" PW
53. 72"x24" PW
54. 72"x24" PW
55. 72"x24" PW
56.69"x69" PW

EXHIBIT B

The Contract Amount, $102,000.00 including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement. Payment to be made at completion of window installation.

1. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

2. The County shall not have any responsibility to make payments to any subcontractor or supplier.

3. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.

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

AMERICAN WINDOW & DOOR SYSTEMS, INC
1729 Action Avenue, Napa, CA 94559 707-217-9341 eddy@amwinsys.com

BIDDER: AMERICAN WINDOW & DOOR SYSTEMS INC.

CSLB: Classification C-17 1066478 Bid Date: 12/12/2024
DIR NO: 1000853023
Project: Portola Library Window Replacement
Addenda: N/A

To: Plumas County Department of Facility Services and Airports

Attn: Nick Collin

BID ITEM: REMOVE AND REPLACE WINDOWS		
Specification Section: Per Specifications and As Noted Below		
Quantity	**Description**	**Total**
56	REMOVE AND REPLACE 56 WINDOWS PER INVITIATION TO BID Milgard Style Line V250 Windows, black exterior, white interior Standard screens and hardware Low-E glazing with nail-fin Remove trim and save Cut siding so as to completely remove existing windows including fin and save siding strips for replacement. Remove and properly dispose of existing windows. Install new windows with fin, seal and cauk, replace siding strips, trim and caulk trim. Clean up and remove all unused material and waste from project. All work to be done in a safe and workmanlike manner to industry standards. All work will complyw ith the California Building and all applicable state and federal laws and regulations.	
	BASE BID (labor, material, tax, freight)	$102,000
BASE BID	one hundred two thousand ~~and~~ dollars and no/cents	

/Eddy Deniz/ 12-12-24
President
American Window & Door

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director** **Marcy DeMartile, Clerk/Recorder**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Elections and Pacific States Communications of Nevada, Inc. for installation and operation of election security cameras; project to be completed by June 30, 2025; not to exceed $16,204.63; No General Fund Impact. Funding is provided by the State of CA; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Elections and Pacific States Communications of Nevada, Inc. for installation and operation of election security cameras.

Background and Discussion:
The county is installing security cameras for added security for county, state, and federal elections. One camera will be installed in the east hallway where the County Clerk's Office/Elections and Superior Court are located; one camera in the south hallway where the elections tabulation room is; and one camera mounted in a window looking directly at the ballot collection box outside the courthouse. The county's IT Department will oversee the installation of the cameras. Training will be provided for using the camera operation software program. This contract provides a 5-year camera license and 365 days of footage retention.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Elections and Pacific States Communications of Nevada, Inc. for installation and operation of election security cameras.

Fiscal Impact:

No General Fund impact. Funding for this project is provided by the State of CA for election security.

Attachments:
1. Pacific States Communication of Nevada

Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services and Airports** department (hereinafter referred to as "County"), and **Pacific States Communications of Nevada, Inc. a Nevada Corporation** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").

2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Sixteen Thousand, Two Hundred Four and 63/100** Dollars **($16,204.63)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.

3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **June 30th, 2025**, subject to adjustment as stated in Sections 15 and 16.

4. Termination.

   a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.

   b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.

d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

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

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.

10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.

11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.

12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.

13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.

15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.

16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.

17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

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

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.

20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

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

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

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

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

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

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **C-7 Low Voltage Systems Contractor**, issued by the State of California, No.917496

25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.

26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.

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

30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

32. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.

35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Facility Services and Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Facilities Director

Contractor:

Pacific States Communications of Nevada Inc.
240 S. Rock Blvd Ste 117
Reno, NV 89502
Attention: Ryan Monaghan

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

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

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

40. 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.

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

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

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

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

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

42. 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.

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

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

CONTRACTOR:

Pacific States Communications of Nevada, Inc

By:_____
Name: Michael W. Buis
Title: CEO

Date signed:_____

By:_____
Name: Denise Scharr Buis
Title: Secretary

Date signed:_____

COUNTY:

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

By:_____
Name: Kevin Goss
Title: Board Chairman

Date signed: _____

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Per attached Quote dated March 19, 2025

PacStates Scope of Work - Elections Verkada Building Security - 365 retention
- **Install Cat 6 cabling to (3) different Verkada security cameras. These cables will be pulled back to the nearest IDF cabinet and terminated on camera only patch panel. We will work with Greg to go over how and where he wants us to patch in cameras to county POE data switches. There is no other hardware involved.**
- **Install (3) Verkada Security Cameras. Layout consists of (2) Cameras covering both hallways outside of elections area to cover entries and movement in the area. (1) outdoor camera mounted in window cutout that will be looking directly at elections box.**
- **Provide training on new cameras and put the command platform on any computers, phones, tablets etc for you to easily manage your system. You will be able to easily share footage and monitor any use cases you see fit. Training is important and that is what we work to achieve so you have a full grasp of the system and it's easy to use interface. You can simply have this platform on a permission-based programming so that you can see things from as little or as much devices you wish.**

Provide 5-year camera license and 365 day data retention.

Greg Ellingson is the I.T. manager for the county. He will need to be reached out to for him to tell us what ports to use on switch.

Exihibit B

1. The Contract Amount, **Sixteen Thousand, Two Hundred Four and 63/100 dollars ($16,204.63)** including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.

2. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following completion of the Work by Contractor, satisfaction of Paragraph 6 of this Exhibit B, and invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.

3. Upon completion of a service requested by the County pursuant to this Agreement, Contractor shall provide a written invoice to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within fifteen (15) days of County's receipt of Contractor's invoice.

4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

5. The County shall not have any responsibility to make payments to any subcontractor or supplier.

6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.

7. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When the County determines the Work to be acceptable and this Agreement fully performed, Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County.

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

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

Verkada Hardware/Labor

Product Details	Qty	Unit Price	Ext Price
Cable Infrastructure and Verkada Prevailing Wage - Installation/training/travel	20	$154.00	$3,080.00
LIC-CAM-5Y-CAP - 5-Year Camera License, Capacity Increase	3	$764.15	$2,292.45
CD42-2TBE-HW - CD42-E Outdoor Dome Camera, 2TB, 365 Days Max	1	$3,144.15	$3,144.15
CD42-2TB-HW - CD42 Indoor Dome Camera, 2TB, 365 Days Max	2	$2,974.15	$5,948.30
Verkada Contract # 3-23-01-1017			**$0.00**
		Subtotal:	**$14,464.90**

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

NSP Hardware

Product Details	Qty	Unit Price	Ext Price
Panduit Raceway - LD5 - White - Per Foot	6	$3.80	$22.80
Superior Essex Cat6 - Plenum Wire - Per Foot	150	$0.56	$84.00
Leviton Patch Panel - Unloaded - 24-Port	1	$59.99	$59.99
Leviton Cat6 Jack - Yellow	3	$12.99	$38.97
Cat6 RJ45 Ends	3	$0.99	$2.97
Miscellaneous hardware, pathway, fastening, etc	1	$200.00	$200.00
		Subtotal:	**$408.73**

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

Plumas County - Courthouse (Elections) Verkada Security Cameras (Revision 365) CMAS # 3-23-01-1017 3/16/2025

Prepared by:

PacStates

Ryan Monaghan
7752844124
Fax 7758282029
rmonaghan@pacstatesnv.com

Prepared for:

Plumas County Facilities - Courthouse

Courthouse
520 Main St
Quincy, CA 95971
Nick Collin
(530) 283-6069
nickcollin@countyofplumas.com

Quote Information:

Quote #: 002621

Version: 3
Delivery Date: 03/18/2025
Expiration Date: 05/01/2025

Quote Summary

One-Time Charges

Description	Amount
Verkada Hardware/Labor	$14,464.90
NSP Hardware	$408.73
Subtotal:	**$14,873.63**
Administration Fee:	**$475.96**
Estimated Tax:	**$855.04**
Total:	**$16,204.63**

Payment Options

Description	Payments	Interval	Amount
Payment Option			
Lease Option 36	36	Monthly	$543.29
Lease Option 60	60	Monthly	$354.77

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Verkada holds CMAS as the manufacturer and Pac States is an authorized reseller under our master agreement #3-23-01-2017

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Request the Chair to waive fees for the Earth Day Event on April 22, 2025, at Dame Shirley Plaza from 3:00pm - 6:00pm.**

Recommendation:
Request the Chair to waive fees for the Earth Day Event on April 22, 2025, at Dame Shirley Plaza from 3:00pm - 6:00pm.

Background and Discussion:
Request the Chair to waive fees for the Earth Day Event on April 22, 2025, at Dame Shirley Plaza from 3:00pm - 6:00pm.

Action:

Request the Chair to waive fees for the Earth Day Event on April 22, 2025, at Dame Shirley Plaza from 3:00pm - 6:00pm.

Fiscal Impact:

Minimal impact to the General Fund

Attachments:
1. 20250410154909

March 25

To the Attention of the Plumas County Board of Supervisors:

My name is Faith Strailey. I am a member of the local Earth Day Committee. We are organizing a family friendly community event for Earth Day to be held April 22 at Dame Shirley Plaza from 3:00 pm- 6:00 pm. This event is open to all members of our community free of charge.

Our committee is reaching out to the Board of Supervisors to respectfully request a waiver for facility fees. As was stated previously, this event is being provided free of charge. We are inviting local groups from throughout the county to table at the event. Many of them are NGO's and a few are utilities such as Waste Management, Intermountain Disposal, Plumas Sierra Rural Electric Cooperative, and PG&E. We are also inviting local government agencies such as Plumas Arts, the Recreation Depart, PUSD, and USFS.

We look forward to hearing from you.

Faith Strailey
Plumas County Earth Day Committee

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

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

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

MEETING DATE: **April 15, 2025**

SUBJECT: **Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment Number 1 modifies the program date from June 30, 2025, to June 30, 2027; this agreement promotes timely access to Specialty Mental Health Services for foster youth placed in out-of-county residential settings. (No General Fund Impact) State and Federal funds. Approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment Number 1 modifies the program date from June 30, 2025, to June 30, 2027; this agreement promotes timely access to Specialty Mental Health Services for foster youth placed in out-of-county residential settings. (No General Fund Impact) State and Federal funds. Approved as to form by County Counsel.

Background and Discussion:

CalMHSA has been contracted to act as a fiscal agent to enable fund transfers on behalf of counties to allow Foster Children placed outside their county of original jurisdiction to access Specialty Mental Health Services (SMHS) promptly. The defined process is “presumptive transfer,” which means a prompt transfer of the responsibility for the provision of or arranging and payment for SMHS from the Sending County to the county in which the Foster Child resides (“Receiving County”), as provided for by Welfare and Institution Code § 14717.1.

Action:

Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment Number 1 modifies the program date from June 30, 2025, to June 30, 2027. This agreement promotes timely access to Specialty Mental Health Services for foster youths placed in out-of-county residential settings.

Fiscal Impact:

(No General Fund Impact) State and Federal funds.

Attachments:

1. 5240 FINAL
2. Presumptive Transfer 23-25

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

PARTICIPATION AGREEMENT AMENDMENT NO. 1

Inter-Member Transfers (a.k.a Presumptive Transfer) ("Program")

This Agreement Amendment No. 1 ("Amendment No. 1") amends Agreement No. 4941-PT-2023-PLC ("Agreement"), a contract executed by and between the California Mental Health Service Authority ("CalMHSA") and Plumas County ("Participant") on September 14, 2024. This Amendment shall be effective upon execution by both parties.

Modified Program Term: This Amendment No. 1 modifies the Program Term end date from June 30, 2025 to June 30, 2027.

Modified Exhibit A. Section II. Program Overview: This Amendment No. 1 modifies Exhibit A, Section II, Program Overview, to incorporate additional information pertaining to Assembly Bill ("AB") 1051.

AB 1051 promotes timely access to Specialty Mental Health Services ("SMHS") for foster youth placed in out-of-county residential settings. Effective July 1, 2024, the county of original jurisdiction retains responsibility for SMHS in Community Treatment Facilities ("CTFs"), Group Homes ("GHs"), Short-Term Residential Therapeutic Programs ("STRTPs"), and Children's Crisis Residential Programs ("CCRPs") unless specific conditions warrant exception. To facilitate timely provider payment, AB 1051 allows the use of existing contracts or new agreements between counties.

CalMHSA has been contracted to act as a fiscal agent to enable fund transfers on behalf of counties to allow Foster Children who are placed outside of their county of original jurisdiction ("Sending County") to access SMHS in a timely manner. The defined process is "presumptive transfer," which means a prompt transfer of the responsibility for the provision of or arranging and payment for SMHS from the Sending County to the county in which the Foster Child resides ("Receiving County"), as provided for by Welfare and Institution Code § 14717.1.

The implementation of this statute requires the establishment and operation of a mechanism to facilitate the timely remittance of payments between counties. Subject to mutual agreement between the Sending County and the Receiving County, claims related to SMHS for Foster Children placed in out-of-county residential settings, including but not limited to STRTPs, CTFs, GHs, and CCRPs, may be processed through the CalMHSA Presumptive Transfer Portal. This arrangement is intended to facilitate timely payment to service providers while ensuring continuity of care. Such agreements shall be documented in writing and comply with all applicable state regulations and Department of Health Care Services ("DHCS") guidelines.

CalMHSA operates a fund pool financed by all participants to facilitate timely, efficient, and accountable fund transfers between counties' accounts ("Funding Pool"). Each participating member county has a separate financial ledger account and will receive periodic statements of year-to-date balance, payments to other counties, payments from other counties, administration costs and interest earned.

CalMHSA has developed the CalMHSA Presumptive Transfer Portal which allows counties to transact through issuing invoices and requesting payments for fund transfers for services rendered to Foster Children from another jurisdiction, in addition to reviewing and verifying requests for transfer to allow for timely payments ("Member Portal").

Portal Support: CalMHSA provides email support Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: support@calmhsa-members.org. The Portal may occasionally become temporarily unavailable for maintenance purposes. CalMHSA will make best efforts to minimize any such unavailability.

All other terms or provisions in the Agreement, not amended by this Amendment No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment No. 1 by causing their duly authorized officers or representatives to execute this Amendment No. 1 as set out below.

PARTICIPANT: PLUMAS COUNTY

Signed: _____ Name (Printed): Kevin Goss

Title: Chair, Board of Supervisors Date: _____

Signed: _____ Name (Printed): Allen Hiskey

Title: Clerk of the Board Date: _____

Signed: _____ Name (Printed): Sharon Sousa

Title: Director of Behavioral Health Date: _____

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., LMFT

Title: Executive Director Date: _____

Approved as to form:
Craig Settlemire
Counsel

Docusign Envelope ID: 9BACB0D0-7497-4192-ACC9-CF1890BA4DDE

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Plumas County ("Participant") desires to participate in the Program identified below.

   Program Name: Inter-Member Transfers (also referred to as "Presumptive Transfer")

2. California Mental Health Services Authority ("CalMHSA") and Member Participants' acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this Participation Agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this Program.

   ☑ Exhibit A Program Description
   ☑ Exhibit B General Terms and Conditions

3. **Term of Services**: This Participation Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2023, to June 30, 2025.

4. **Funding:** The funding and fees payable under this Agreement are as set out and more fully described in Exhibit B - Section V herein. Upon execution of this Agreement, Participant will be invoiced the following amounts set forth in item C (if applicable) and D below which are payable within 30 days from the date of invoice:

   A. **Initial Funding Deposit ("IFD")**: Participant's Calculated IFD for FY 23-24 is $15,286.19
   B. **Participant's Portal Account Balance:** As of June 30, 2023 is $27,983.53
   C. **Replenishment of IFD:** Funding due by Participant at the start of FY 23-24 is $0
   D. **Annual Portal Fees**: Participant will pay an annual Portal Fee at the start of each fiscal year. The Portal Fee for FY23-24 is $250
   E. **Transaction Fee:** Participant will be charged a Transaction Fee of 5% against all transfer out payments made by Participant. This Transaction Fee will be invoiced annually at the end of each fiscal year.

Docusign Envelope ID: 9BACB0D0-7497-4192-ACC9-CF1890BA4DDE

6. Authorized Signatures:

CalMHSA

Signed: DocuSigned by: Amie Miller 82E9EFBAB7CC446... Name (Printed): Amie Miller, Psy.D., LMFT

Title: Executive Director Date: 9/14/2024

Participant: Plumas County

Signed: _____ Name (Printed): Greg Hagwood

Title: Board of Supervisors Chair Date: 09/03/2024

Signed: Sharon R. Sousa, LMFT Name (Printed): Sharon Sousa, LMFT

Title: Behavioral Health Director Date: 08/21/2024

Approved as to form:

Signed: _____ Name (Printed): _____

Title: County Counsel – County of Plumas Date: _____

Attest

Allen Hiskey

Clerk, Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

Docusign Envelope ID: 9BACB0D0-7497-4192-ACC9-CF1890BA4DDE

EXHIBIT A
PROGRAM DESCRIPTION

I. **Name of Program** – Inter-Member Transfers (also referred to as "Presumptive Transfer")

II. **Program Overview**

CalMHSA has been contracted to act as a fiscal agent to perform fund transfers on behalf of counties to allow Foster Children who are placed outside of their county of original jurisdiction to access specialty mental health services ("SMHS") in a timely manner. The defined process is "presumptive transfer," which means a prompt transfer of the responsibility for the provision of or arranging and payment for SMHS from the county of original jurisdiction (Sending County) to the county in which the Foster Child resides (Receiving County), as provided for by Welfare and Institution Code § 14717.1.

Implementation of this statute requires a system for counties to make prompt payments to each other. In June 2018 County Behavioral Health Directors Association of California ("CBHDA") approved CalMHSA as the vehicle for performing presumptive fund transfers. Under this Program, CalMHSA acts as a fiscal agent for participating counties to make and receive transfer payments.

CalMHSA operates a banking pool funded by all participants to facilitate timely, efficient, and accountable fund transfers between counties ("Banking Pool"). Each participating member county has a separate financial ledger account and will receive periodic statements of year-to-date balance, payments to other counties, payments from other counties, administration costs and interest earned.

CalMHSA has developed a member portal allowing counties to issue requests for fund transfers for services rendered to Foster Children from another jurisdiction, in addition to reviewing and verifying requests for transfer to allow for timely payments ("Member Portal").

Portal Support: CalMHSA provides email support Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: support@calmhsa-members.org. The Portal may occasionally become temporarily unavailable for maintenance purposes. CalMHSA will make best efforts to minimize any such unavailability.

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EXHIBIT B

GENERAL TERMS AND CONDITIONS

I. Definitions

The following words as used throughout this Participation Agreement ("Agreement") shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. **CalMHSA**: California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association (now the California Behavioral Health Directors Association) to jointly develop and fund mental health services and education programs.

B. **Department of Health Care Services (DHCS)**: A department within the California Health and Human Services Agency that finances and administers a number of individual health care service programs, including Medi-Cal.

C. **Foster Child/Children:** Foster children and youth under 21 years of age who have been placed into foster care by a county child welfare agency or a county probation department and are receiving specialty mental health services.

D. **HIPAA:** the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

E. **Member:** A county, city or JPA of two or more counties, that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

F. **Participant**: Any county participating in the Program either as a member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

G. **Receiving County:** A Receiving County is one in which a Foster Child is being placed in a facility located within their county jurisdiction.

H. **Sending County:** A Sending County is one that is transferring a Foster Child to a facility located outside of its jurisdiction.

II. Responsibilities

To fulfill the Participant's obligations under Welfare and Institution Code § 14717.1, the parties will undertake the following responsibilities:

A. Responsibilities of CalMHSA:

1. Act solely as the fiscal agent to facilitate transfer of funds between Participants in compliance with instructions from and authorization by Participants, without any responsibility for validation or control over the funded services or activities.
2. CalMHSA will open and operate a special custodian bank account for pooled funds and will maintain an accounting ledger for each participating county that identifies and tracks all transactions.

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3. Manage a Banking Pool that includes an interest-bearing account for Participant. Any interest accrued will be credited to the Participant. All transactions in and out of the account will be provided regularly to each county.
4. CalMHSA reimburses Receiving County with non-FFP match from Sending County funds for services rendered.
5. Establish written internal control procedures to ensure understanding and sound accounting controls, including items such as defining a trigger for a transaction, the rate of payment, timing of payment, depositing of funds and reporting.
6. Management of and accounting for funds received is consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
7. Keep all necessary records and provide regular fiscal reports to Participants and/or other public agencies with a right to such reports.
8. Compliance with CalMHSA's Joint Powers Agreement and Bylaws.
9. To the extent protected health information ("PHI"), personally identifiable information ("PII") or other sensitive and/or privileged information is shared between agencies pursuant to this Participation Agreement, CalMHSA shall abide by all applicable privacy laws and regulations including, but not limited to, HIPAA, 42 C.F.R. Part 2, etc.

B. Responsibilities of Participant

1. Provide instructions and authorization for transfers allowing CalMHSA to make fund transfers on behalf of Participant.
2. Identification of a representative authorized to act for Participant and receive notices on behalf of Participant with regard to the Program.
3. Participants provide CalMHSA, the non-Federal Financial Participation (non-FFP) portion of cost of services anticipated for SMHS, for their children in foster care outside of their county. Transfer of funds for the Program shall be in accordance with respective provisions of this contract. Participants are required to provide timely and continuous funding to replenish their bank account based on actual transactions to comply with their contractual obligations. Due to the nature of the Program and the specialty of services being provided to children, requests for funding are due upon receipt from date of notice to replenish.
4. The Member Portal and Participants role described below may be subject to variations, modifications, updates or changes made from time to time:
   A. Request for Fund Transfer: Receiving County submits a request for a fund transfer via the Member Portal.
   B. Verification: After Receiving County submits a fund transfer request for services rendered, Sending County conducts a review and verifies the Foster Child via the Member Portal.
   C. Approval for Fund Transfer: After Foster Child is verified and upon receipt of approval from Sending County with proof of services billed (Form 835), CalMHSA proceeds with

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the non-FFP fund transfer from Sending County account to Receiving County account at CalMHSA.

5. Cooperate by providing CalMHSA and the other participating counties (and any other parties deemed necessary) with requested information and assistance to fulfill the purpose of the Program.
6. Provide and arrange any and all assessments, creation of individual case plans, and services for the provision of mental health services.
7. Compliance with applicable laws, regulations, guidelines, contractual agreements, CalMHSA's JPA Agreement, and Bylaws.
8. To the extent protected health information ("PHI"), personally identifiable information ("PII") or other sensitive and/or privileged information is shared between agencies pursuant to this Participation Agreement, Participant shall abide by all applicable privacy laws and regulations including, but not limited to, HIPAA, 42 C.F.R. Part 2, etc.

III. Duration, Term and Amendment

A. This term of the Program is from July 1, 2023 to June 30, 2025.

B. The funding and fees agreed upon herein shall be effective on July 1, 2023, at which time Agreement No. 413-2018-PT-PC, the previous Inter Member Transfer Program Agreement, shall be terminated and superseded by this Agreement effective July 1, 2023 (except as they may relate to the past transaction levels relevant to the initial funding calculations set out in this Agreement and relating to funding provided by a county that has a remaining funding balance as of the date of this Participation Agreement).

C. This Agreement may be supplemented, amended or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

D. Any Participant may withdraw from the Program upon six (6) months' written notice. Notice shall be deemed served on the date such notice is received.

IV. Withdrawal, Cancellation and Termination

A. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expenses and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

B. CalMHSA may terminate, cancel or limit the Program due to unforeseen circumstances, lack of County participation, government restrictions, inability to provide the Program due to vendor, lack of funding, force majeure or other restrictions.

C. Upon cancellation, termination or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the operation of the Program shall be distributed back to the participating counties proportionally based on the amount by which deposits made to the account of the Participant exceed the payments disbursed from the account of the Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees

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for portal/platform ongoing services etc. are not subject to such reversion subject to applicable laws.

D. All fees and expenses set forth in this contract shall be deemed to have been earned on the date it is incurred in accordance with the provisions hereof and shall be non-refundable in whole or in part (exclusive of overpayments and other manifest errors).

V. Fiscal Provisions

A. Funding: Initial Funding Deposit ("IFD") and Replenishment of IFD:

1. Participants' Initial Funding Deposits (IFD) for each year will be calculated based on the previous two years' Average Transactional Volume ("ATV"). ATV is the average amount a Participant spends annually for the last two years on transferring a Foster Child to a facility located outside of its jurisdiction. Participants' IFD will be set annually at 50% of such ATV. If at the beginning of each year, a participant's existing Program funding balance is greater or equal to the IFD amount, such participant will not be invoiced for the IFD for that year. If a participant's existing Inter-Member Transfer funding balance is lower than the IFD amount, such participant will be invoiced for the amount to match the Participant's calculated IFD for that year payable within 30 days of date of the invoice. IFD related Invoices shall be issued at the beginning of each year. For FY 23-24 invoices will be issued upon execution of the Agreement.
2. Replenishment of IFD during Fiscal Year: CalMHSA will notify and invoice any participant if and when their account falls below 20% of the IFD during the fiscal year to match Participant's calculated IFD. Invoices are due upon receipt.

B. CalMHSA Fees

1. Participant will pay a Portal Fee annually at the start of each year.
2. In addition, counties that transfer patients out of their jurisdiction will be charged a Transaction Fee of 5% paid annually against all transfer out payments made during such year. The Transaction Fee will be invoiced at the end of each fiscal year.

C. Invoicing

1. Unless provided otherwise herein, invoices are due by Participant within 30 days from the date of the invoice.

VI. Limitation of Liability and Indemnification

A. CalMHSA is responsible only for transfer of funds between county accounts as instructed and authorized by Participants. CalMHSA is not liable for any damages (direct or consequential) beyond the amount of any funds which it transfers.

B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from other's negligence in the performance of its obligations under this Agreement, including the performance of the

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other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VII. Notice

All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Peggy Quarenghi — Position: Sr. Corporate Counsel

Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815 — Telephone: (888) 210-2515

Email: contracts@calmhsa.org

CC Email to Name: Randall Keen, Manatt — Email: RKeen@manatt.com

If to Participant: Plumas County

Name: Sharon Sousa, LMFT Director — Position: Behavioral Health Director

Address: 270 County Hospital Rd #109 Quincy CA 95971 — Telephone: 530-283-6307

Email: _____

CC Email to Name: Che Shannon, Lisa Beck — Email: _____

SSousa@pcbh.services

cc: CShannon@pcbh.services

cc: LBeck@pcbh.services

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Update Board of Supervisors and public on the proposed 2025 Local Responsibility Area (LRA) Fire Hazard Severity Zones (FHSZ) Map from the Office of the State Fire Marshall for the unincorporated areas of Plumas County within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley; discussion and possible action.**

Recommendation:
Requesting direction on direct mailing to approximately 2,500 property owners within the LRA, including type of mailing and approval on cost estimate and source of funding.

Background and Discussion:
The Office of the State Fire Marshal (State Fire Marshall) is mandated by Government Code Sec. 51178 to identify levels of fire hazard in the LRA based on consistent statewide criteria and the expected severity of fire hazards, and Government Code Sec. 51179 requires the State Fire Marshal to make recommendations of fire hazard severity zones to local agencies (Sec. 51177(e)), for city and county designation and adoption by ordinance.

On February 10, 2025, the State Fire Marshall provided the 2025 LRA FHSZ maps to the County, which evaluate “hazard,” not “risk” to include areas or zones of Very High, High, and Moderate fire hazard based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas (Government Code Sec. 51178).

LRA areas in Plumas County are those where the “local government” is responsible for wildfire protection, which in the case of Plumas, is the responsibility of the local fire protection special districts. Specifically, the areas of LRA in unincorporated Plumas County are within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley. Local fire protection special districts affected include Peninsula Fire Protection District (Chester), Quincy Fire Protection District (Quincy/East Quincy), and Beckwourth Peak Fire Protection District (Sierra Valley).

Pursuant to Government Code Sec. 51178.5, on March 11, 2025, Planning Director Ferguson was before the Board of Supervisors to make available for public review and comment the updated 2025 LRA FHSZ Map, and the Board directed County staff to conduct outreach to the affected communities, including participating in applicable meetings that are regularly scheduled.

Plumas County has established a website at the following address, making the information available for public review and comment:
https://www.plumascounty.us/3354/LRA-Fire-Hazard-Severity-Zones-FHSZ-Map

Hard copy maps for viewing and further information can also be obtained from the Planning Department at 555 Main Street, Quincy, or by calling or emailing Tracey Ferguson, Planning Director, at traceyferguson@countyofplumas.com or 530-283-6214.

Pursuant to Government Code Sec. 51179(a), Plumas County must adopt the 2025 LRA Moderate, High, and Very High FHSZs in the unincorporated area of the County by ordinance, with an associated map, within 120 days of receiving the maps on February 10, 2025, or no later than June 10, 2025. Then, Plumas County must transmit a copy of the ordinance/map adopted by the Board of Supervisors to the State Fire Marshall within 30 days of adoption, or no later than July 10, 2025.

Since March 11, 2025, Planning Director Ferguson has participated in the following public meetings to provide 2025 LRA FHSZ information:

1. March 24, 2025, Chester Town Hall Public Meeting
2. March 29, 2025, Plumas County Fire Chiefs Association
3. April 2, 2025, Beckwourth Peak Fire Protection District Board Meeting
4. April 10, 2025, Plumas County Fire Safe County Public Meeting

Additionally, Planning Director Ferguson participated in a virtual meeting on April 1, 2025, with CAL FIRE Office of the State Fire Marshall Land Use Planning staff Bryan Carter, Battalion Chief; Shelley Redden, Battalion Chief; Kevin Lindo, Battalion Chief; and Kevin Merkh, Battalion Chief of the Subdivision Review Program.

Lastly, Planning Director Ferguson researched the estimated cost of providing a direct mailing, with pertinent information on the proposed 2025 LRA FHSZ process, where to find more information, and how to comment, to the approximately 2,500 property owners (accounting for property owner duplicates from the approximately 2,695 parcels affected) within the LRA, as follows:

- Standard (5.5"x4.25") Postcard (yellow color) – $1,439.00
- Envelope/letter – $2,058.00

Planning Director Ferguson is asking the Board of Supervisors for direction on a possible direct mailing. Potential funding sources include:

- Planning Department (20490) Office Expense (521800) and Postage/Ship, Mail Cost (520210);
- General Services (20020) Copy/Cert Copy/Postage (45083);
- Board of Supervisors (20010) Office Expense (521800) and Postage/Ship, Mail Cost (520210); or
- other source.

Action:

Requesting direction on direct mailing to approximately 2,500 property owners within the LRA, including type of mailing and approval on cost estimate and source of funding.

Fiscal Impact:

Staff time from General Fund County Counsel, Planning, Building, and GIS departments FY24/25 regular wages budget, among other potential departments that may require spending staff time. Direct mailing from Planning Department, General Services, or Board of Supervisors FY24/25 budget or some other source of funding.

Attachments:

1. Presentation_PLUMAS COUNTY LRA_BOS 4.15.25

2025 Update to the Local Responsibility Area (LRA) Fire Hazard Severity Zones (FHSZ) Map

for the unincorporated areas of Plumas County within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley

Public Comments:
To make a public comment, obtain hard copy maps for viewing, and for further information please visit the Planning Department at 555 Main Street, Quincy, or call or email Tracey Ferguson, Planning Director, at traceyferguson@countyofplumas.com or 530-283-6214

https://www.plumascounty.us/3354/LRA-Fire-Hazard-Severity-Zones-FHSZ-Map

Local Responsibility Area (LRA) Fire Hazard Severity Zones (FHSZ) Map Released February 10, 2025

The Office of the State Fire Marshal is mandated by Government Code Sec. 51178 to identify levels of fire hazard in the Local Responsibility Area (LRA) based on consistent statewide criteria and the expected severity of fire hazards, and Government Code Sec. 51179 requires the State Fire Marshal to make recommendations of fire hazard severity zones to local agencies (Sec. 51177(e)), for city and county designation and adoption by ordinance.

FHSZ State Fire Marshall Rollout Plan

The State Fire Marshall FHSZ Rollout Plan includes Plumas County in "Phase 1" starting February 10, 2025, which is the date the County received the 2025 LRA FHZS maps that evaluate "hazard," not "risk" to include areas or zones of Very High, High, and Moderate fire hazard based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas (Government Code Sec. 51178).

LRA Areas in the Unincorporated Plumas County

LRA areas in Plumas County are those where the "local government" is responsible for wildfire protection, which in the case of Plumas, is the responsibility of the local fire protection special districts.

Specifically, the areas of LRA in unincorporated Plumas County are within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley. Local fire protection special districts affected include Peninsula Fire Protection District (Chester), Quincy Fire Protection District (Quincy/East Quincy), and Beckwourth Peak Fire Protection District (Sierra Valley).

Make the LRA FHSZs Information Available to the Public

Pursuant to Government Code Sec. 51178.5 within 30 days (or no later than March 12, 2025) after receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones pursuant to Government Code Sec. 51178, Plumas County must make the information available for public review and comment, and the information must be presented in a format that is understandable and accessible to the general public, including, but not limited to, maps.

Plumas County has established a website at the following address, making the information available for public review and comment: https://www.plumascounty.us/3354/LRA-Fire-Hazard-Severity-Zones-FHSZ-Map

Review and Comment by Local Government, Fire Protection Districts, the Public, and Others

Government Code Sec. 51179(b)(1) allows for Plumas County, at its discretion, to include areas not identified as Very High FHSZs, as Very High following a finding supported by substantial evidence in the record that the requirements of Government Code Sec. 51182 (i.e., defensible space) are necessary for effective fire protection within the area.

Further Government Code Sec. 51179(b)(2) allows for Plumas County, at its discretion, include areas not identified as Moderate and High FHSZs, as Moderate and High.

Furthermore, Government Code Sec. 51179(b)(3) directs that Plumas County cannot decrease the level of fire hazard severity zones for any area and may only increase the level.

Pursuant to Government Code Sec. 51179(d) any changes made by Plumas County to the 2025 LRA FHZS maps provided by the State Fire Marshall are final and are not rebuttable by the State.

LRA FHSZ Ordinance/Map Adoption – Board of Supervisors

Pursuant to Government Code Sec. 51179(a), Plumas County must adopt the 2025 LRA Moderate, High, and Very High FHSZs in the unincorporated area of the County by ordinance, with an associated map, **within 120 days of receiving the maps on February 10, 2025, or no later than June 10, 2025.**

Then, Plumas County must transmit a copy of the ordinance/map adopted by the Board of Supervisors to the State Fire Marshall within 30 days of adoption, or no later than July 10, 2025.

Plumas County is obtaining clarification as to when the enforcement of the adoption of the ordinance, with the material changes in the LRA "High" Fire Hazard Severity Zone will go into effect, i.e., 1) Hazard Disclosure and 2) Chapter 7A.

What is the difference between SRA and LRA?

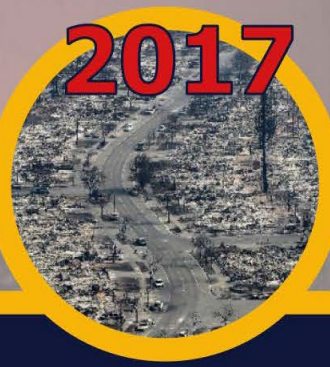
State Responsibility Area (SRA) is a legal term defining the area where the State has financial responsibility for wildland fire protection and prevention. – CA PRC 4102

Local Responsibility Area (LRA) includes incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. – CA PRC 4125

How are Fire Hazard Severity Zones determined in Local Responsibility Areas?

CAL FIRE uses an extension of the state responsibility area Fire Hazard Severity Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area. – PRC 4202 and GC 51178

2017



Tubbs Fire burns 36,810 acres, destroying 5,643 structures and resulting in 22 fatalities in Santa Rosa.

2018

Camp Fire burns 153,336 acres, destroying 18,804 structures and resulting in 85 fatalities in Paradise.

2007

CAL FIRE finalizes the Statewide FHSZ Model to include Very High FHSZ in LRA.

2021

AB 642 and SB 63 require CAL FIRE to identify Moderate and High FHSZ in LRA.

2022

AB 211 requires local agency to designate by ordinance Moderate and High FHSZ in LRA.

Frequently Asked Questions

Is there an easy way to determine the Fire Hazard Severity Zone of my property?
You can search by address to find your current designation on the website: osfm.fire.ca.gov/fhsz

Why are Fire Hazard Severity Zones being updated?
The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings. – PRC 4125 and GC 51178

What are the key elements of the Fire Hazard Severity Zone Model?
The model has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The factors considered in determining fire hazard within wildland areas is fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. This is not a structure loss model, as key information regarding structure ignition is not included. – osfm.fire.ca.gov/fhsz

Why does the model place an emphasis on the spread of embers?
Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks. – osfm.fire.ca.gov/fhsz

Science, Method, and Definitions for Geospatial LRA/SRA Model

- FHSZ maps are developed from a geospatial model that is designed to describe relative wildland and urban-interface fire hazard potential over the long-term for all areas of the state.
- Different steps were taken for modeling FHSZ in wildland areas, defined as those where a fuel model can be applied, and non-wildland areas.
- Non-wildland includes urban, agricultural and barren lands, and water or wetlands.
- Wildland areas were scored directly based on data inputs within the wildland, and non-wildland areas were scored using a buffering routine that builds zones based on proximity to wildland as well as factors that reflect how conducive the non-wildland area is to fire spread.
- In addition, slightly different rules apply for zoning in State Responsibility Area (SRA) vs Local Responsibility Area (LRA) and Federal Responsibility Area (FRA).
- The modeling methods for building FHSZ are divided into five modules
    - Module 1 – Delineate wildland zones
    - Module 2 – Wildland FHSZ classification
    - Module 3 – Brand production and dispersal
    - Module 4 – Non-wildland FHSZ classification
    - Module 5 – Jurisdictional overlay and cleanup
- The zones must be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the State Fire Marshall as a major cause of wildfire spread.
- These map updates are intended to enhance California's approach to wildfire preparedness.

What are the key elements of the Fire Hazard Severity Zone model?

The fire hazard severity model for wildland fire has two key elements:
1. probability of an area burning and expected fire behavior under extreme fuel and
2. weather conditions.

The zones reflect areas that have similar burn probabilities and fire behavior characteristics.

The factors considered in determining fire hazard within wildland areas are fire history, flame length, terrain, local weather, and potential fuel over a 50-year period.

Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands.

FHSZs are not a structure loss model, as key information regarding structure ignition (such as roof type, etc.) is not included.

Fire Hazard Severity Zones

What is a Fire Hazard Severity Zone?
The State Fire Marshal shall identify areas in the State as Moderate, High, and Very High Hazard Severity Zones based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas. – CA GOV 51178

When did Fire Hazard Severity Zones begin in Local Responsibility Area?
Assembly Bill 337 (Bates 1992), prompted by the devastating Oakland Hills fire of 1991, calls for CAL FIRE to evaluate fire hazard severity in local responsibility area and to make a recommendation to the local jurisdiction where Very High FHSZ exist. – CA GOV 51175

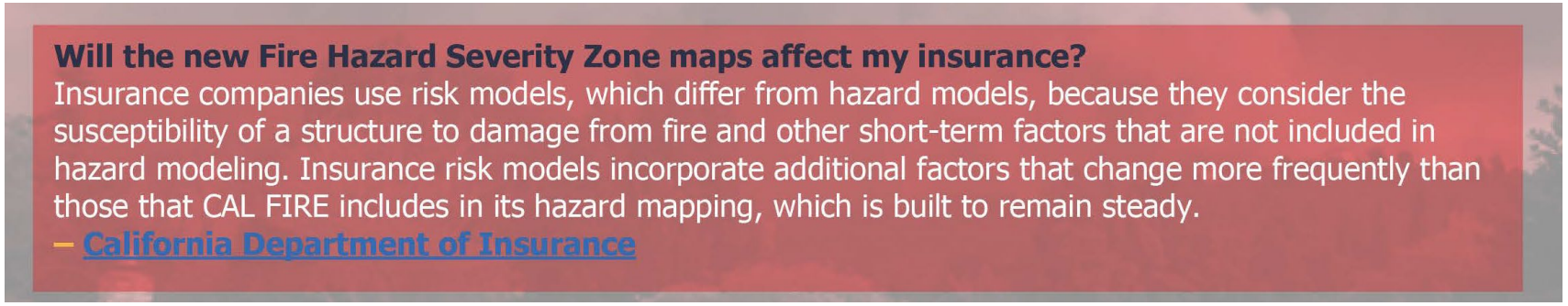
What do Fire Hazard Severity Zones measure?
The maps evaluate "Hazard", not "Risk". Hazard is based on physical conditions that create expected fire behavior over a 50-year period without considering short-term modifications. Risk is the potential damage a fire can do to the area under existing conditions, including fuel reduction projects, defensible space, and ignition resistant building construction. - osfm.fire.ca.gov/fhsz

DEFINITIONS

"Hazard" is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts.

"Risk" is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.

- **Vegetation:** Fire hazard considers the potential vegetation over a 30- to 50- year time horizon. Vegetation is "fuel" for a wildfire and it may vary over time.
- **Topography:** Fire typically burns more quickly and intensely up steep slopes.
- **Climate:** Fire moves faster and is more intense under hot, dry, and windy conditions.
- **Crown Fire Potential:** Under extreme conditions, fires burn to the top of trees and tall brush.
- **Ember production and movement:** Burning embers, known as firebrands, spread fire ahead of the flame front and can ignite buildings up to a mile away from the main fire
- **Fire History:** Past fire occurrence of an area over several decades



California Insurance Commissioner Ricardo Lara's Statement

How will the updated CAL FIRE maps affect insurance availability and affordability?

CAL FIRE's maps are intended to drive local planning decisions, not insurance decisions.

Under Commissioner Lara's new regulation, Safer From Wildfires, finalized in October 2022, insurance companies must provide discounts for wildfire safety actions such as community mitigation and home-hardening, which CAL FIRE's maps do not assess.

In addition, insurance companies are already using risk analysis tools and models that go beyond CAL FIRE's proposed maps in determining what properties they will underwrite.

California Insurance Commissioner Safer From Wildfires, weblink:
https://www.insurance.ca.gov/01-consumers/200-wrr/Safer-from-Wildfires.cfm

See also CA Code of Regulation Sec. 2644.9 "Consideration of Mitigation Factors; Wildfire Risk Models" applicable to insurers and insurance rate plans.

What are the requirements within Fire Hazard Severity Zones?

- Materials and Construction Methods for Exterior Wildfire Exposure – CBC Chapter 7A
- Natural hazard real estate disclosure at the time of sale – CA CIV 1102.19 (AB 38 2019)
- 100-foot defensible space clearance requirements – CA GOV 51182
- Property development standards such as road widths, water supply, and signage – CA PRC 4290
- Consideration during future development of Cities and Counties General Plan – CA GOV 65302

1980

Panorama Fire burns 28,800 acres, destroying 325 structures and resulting in 4 fatalities in San Bernardino.

1982

PRC 4201 mandates that CAL FIRE develop Fire Hazard Severity Zones.

1985

Fire Hazard Severity Zone maps are created.

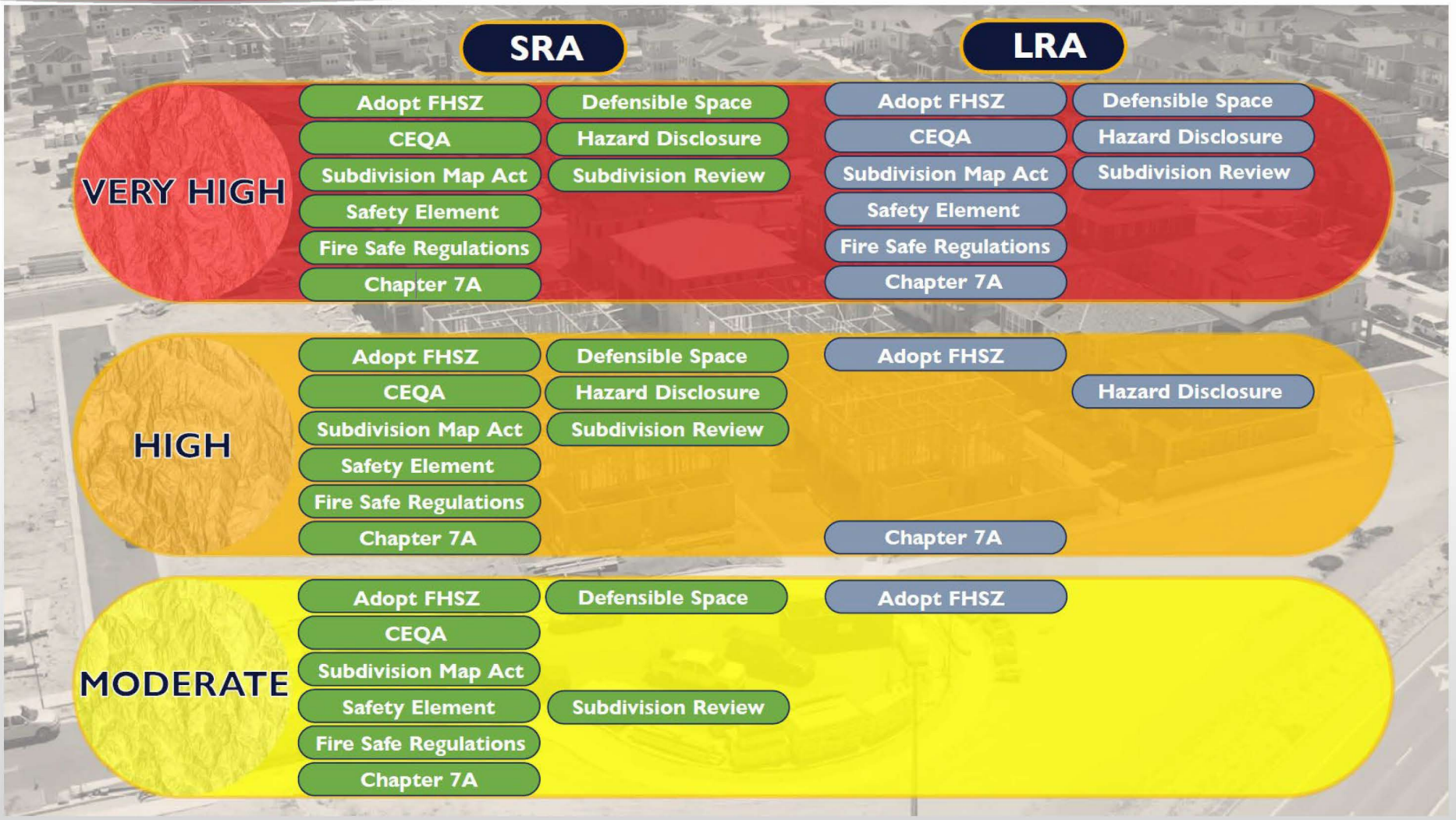
1991

Tunnel Fire burns 1,600 acres, destroying 2,900 structures and resulting in 25 fatalities in the Oakland Hills.

1992

The "Bates Bill" calls for CAL FIRE to identify Very High Fire Hazard Severity Zones in LRA.

Fire Hazard Severity Zones (FHSZ)



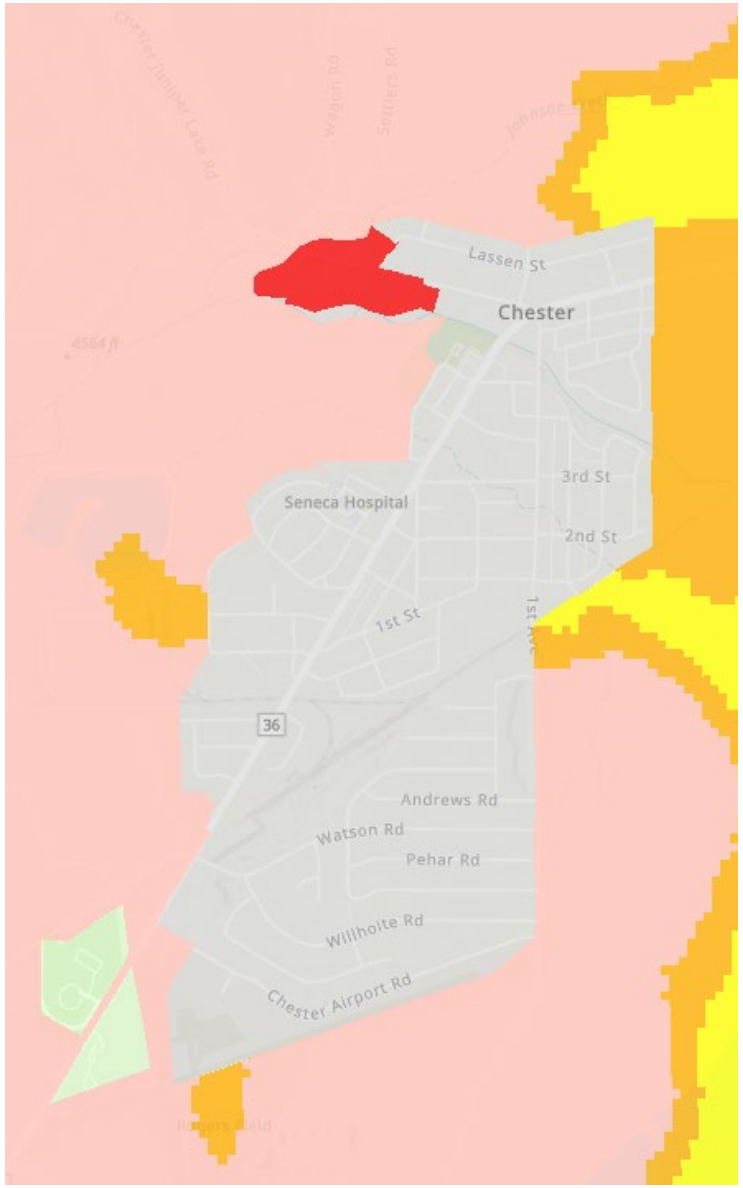
PLUMAS COUNTY LOCAL RESPONSIBILITY AREA (LRA)
FIRE HAZARD SEVERITY ZONES (FHSZ) MAP
APPROXIMATE PARCELS DATA TABLE
DATED 03.12.25 SUBJECT TO CHANGE

	TOTAL LRA PARCELS	LOCAL RESPONSIBILITY AREA (LRA) January 22, 2025 UNDER REVIEW FOR ADOPTION OF AN COUNTY ORDINANCE NO LATER THAN June 10, 2025				IN EFFECT TODAY LRA as recommended 2007-2011 LRA VHFHSZ July 1, 2021 State Minimum Fire Safe Regulations, Effective April 1, 2023	
		VERY HIGH	HIGH	MODERATE	NON-WILDLAND	VERY HIGH	NON-WILDLAND
QUINCY/ EAST QUINCY PARCELS	1,200	1,183 (99%)	17 (1%)	0 (0%)	0 (0%)	694 (58%)	506 (42%)
CHESTER PARCELS	1,332	657 (49%)	369 (28%)	217 (16%)	89 (7%)	33 (2%)	1,299 (98%)
SIERRA VALLEY PARCELS	163	3 (2%)	63 (38%)	8 (5%)	89 (55%)	0 (0%)	163 (100%)
TOTAL PARCELS	**2,695**	**1,843 (68%)**	**449 (17%)**	**225 (8%)**	**178 (7%)**	**727 (27%)**	**1,968 (73%)**

Fire Hazard Severity Zone Viewer

FHSZ in State Responsibility Area effective April 1, 2024
FHSZ in reclassified LRA, adopted as SRA 2007
FHSZ in Local Responsibility Area as recommended 2007-2011

IN EFFECT TODAY



About this Map

This map displays adopted Fire Hazard Severity Zones (FHSZ) in the State Responsibility Area (SRA), effective April 1st 2024. It also displays recommended FHSZ in the Local Responsibility Area (LRA) from 2007-2011.

Due to regulatory processes, there are lands that are no longer classified as SRA and have become classified as LRA yet had a FHSZ designation from the 2007 SRA FHSZ map adoption. These areas are shown on the map with hatched symbology.

Legend | Map Layers

Fire Hazard Severity Zones

FHSZ in SRA - Effective April 1, 2024

- Very High
- High
- Moderate

FHSZ in LRA - Reclassified from SRA

- Very High
- High
- Moderate

FHSZ in LRA - Recommended 2007-2011

- Very High

Fire Hazard Severity Zone Viewer

FHSZ in State Responsibility Area effective April 1, 2024
FHSZ in reclassified LRA, adopted as SRA 2007
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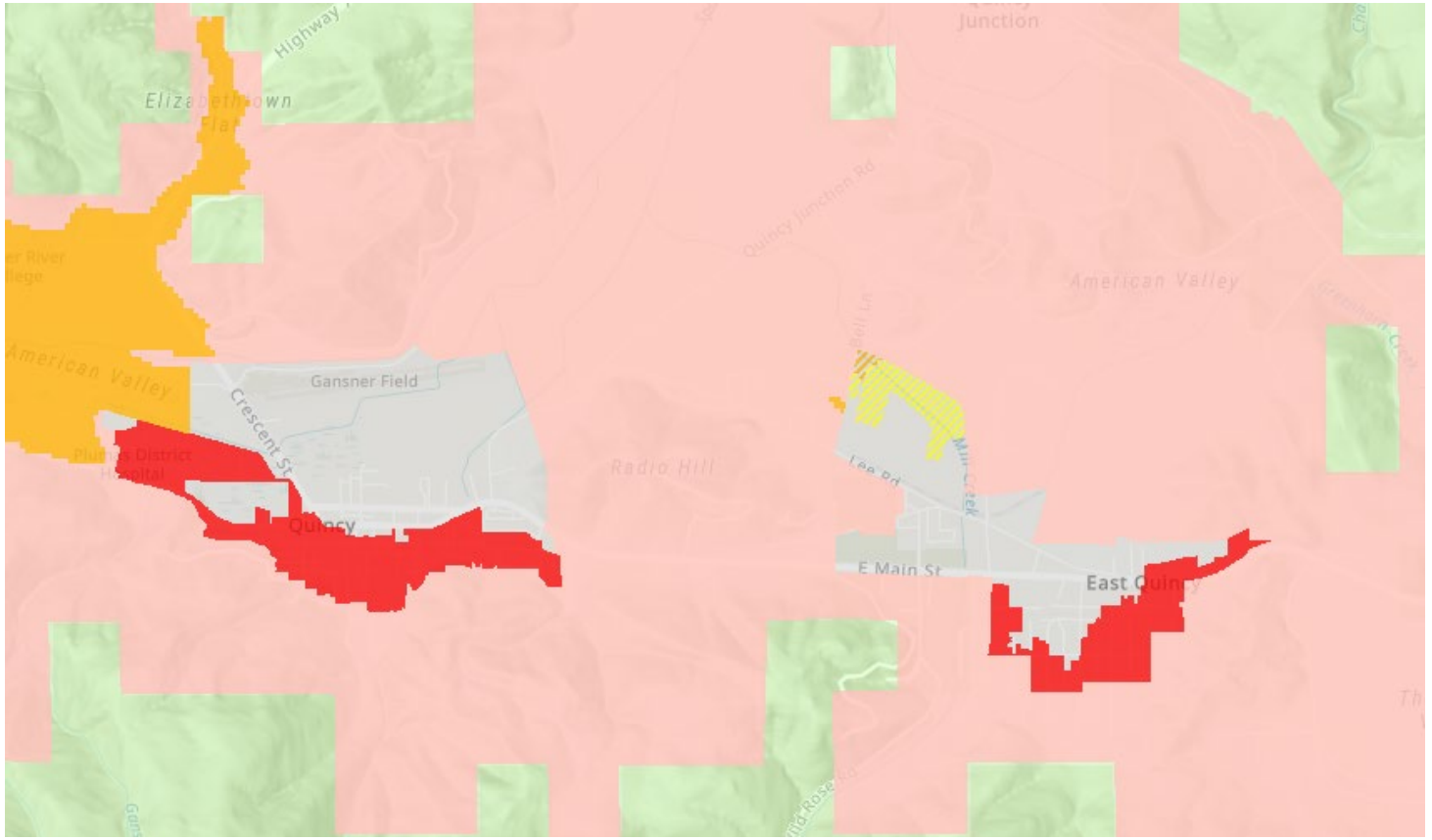

Legend | Map Layers

Fire Hazard Severity Zones

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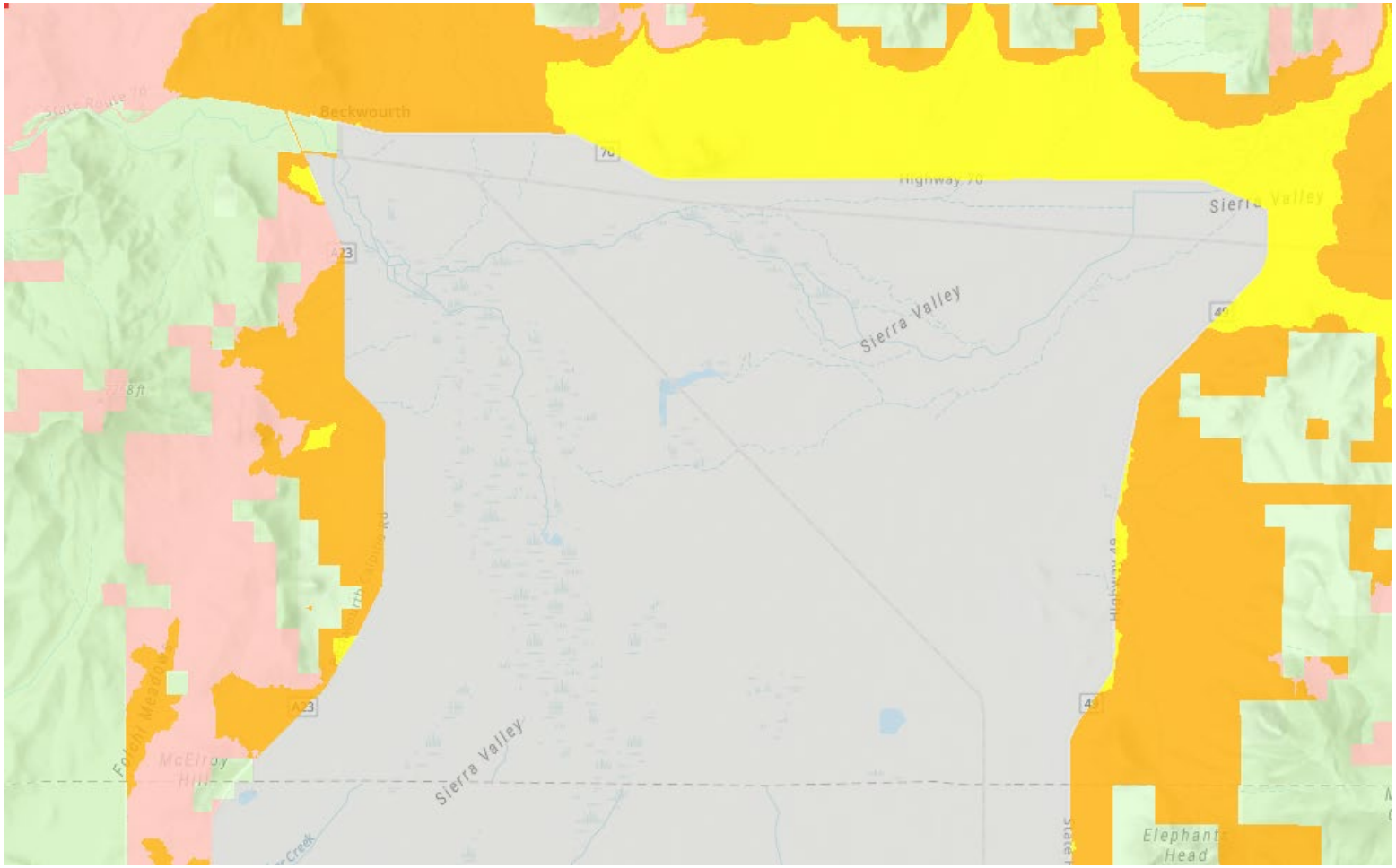
Fire Hazard Severity Zone Viewer

FHSZ in State Responsibility Area effective April 1, 2024
FHSZ in reclassified LRA, adopted as SRA 2007
FHSZ in Local Responsibility Area as recommended 2007-2011

IN EFFECT TODAY



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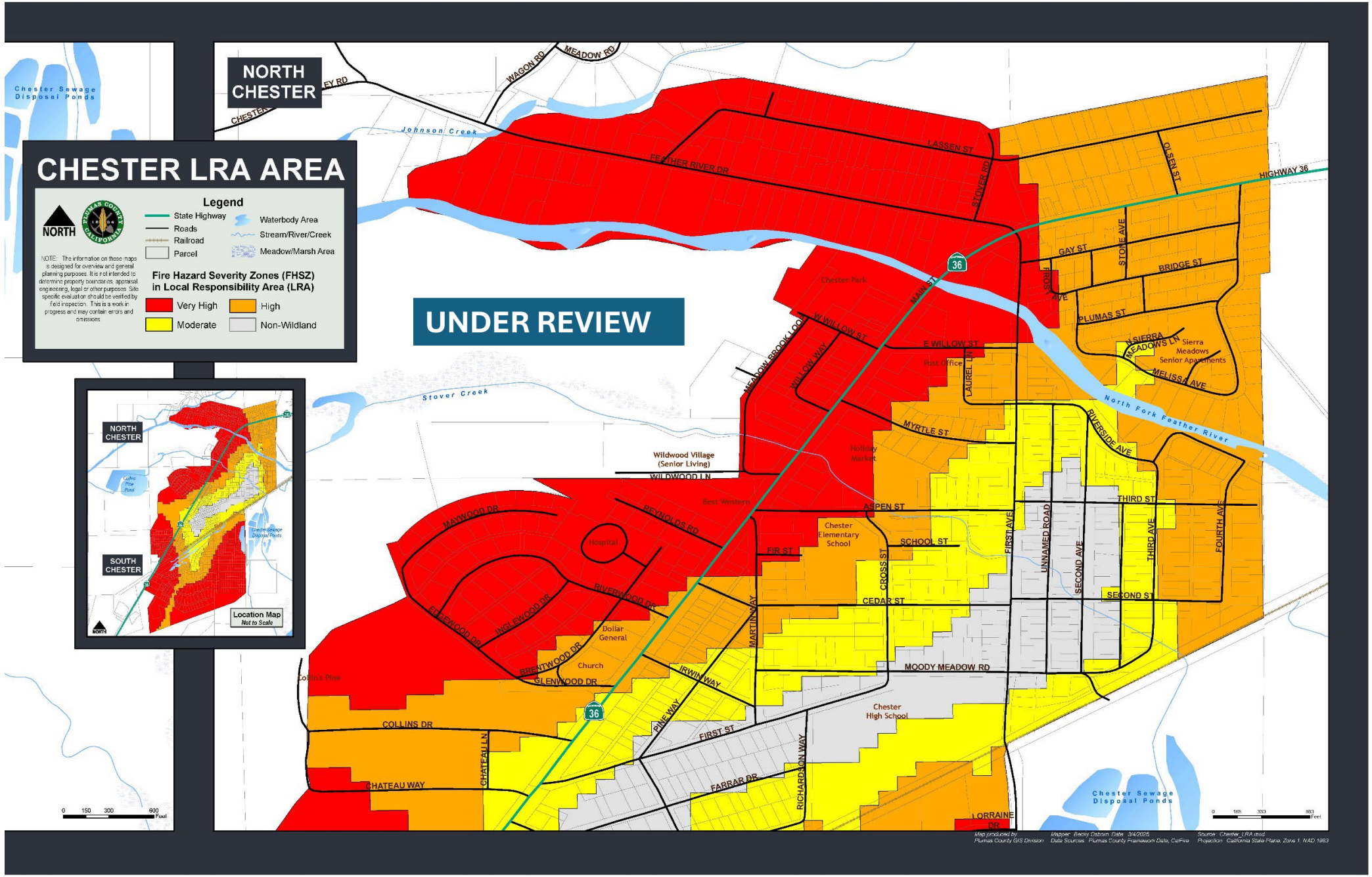
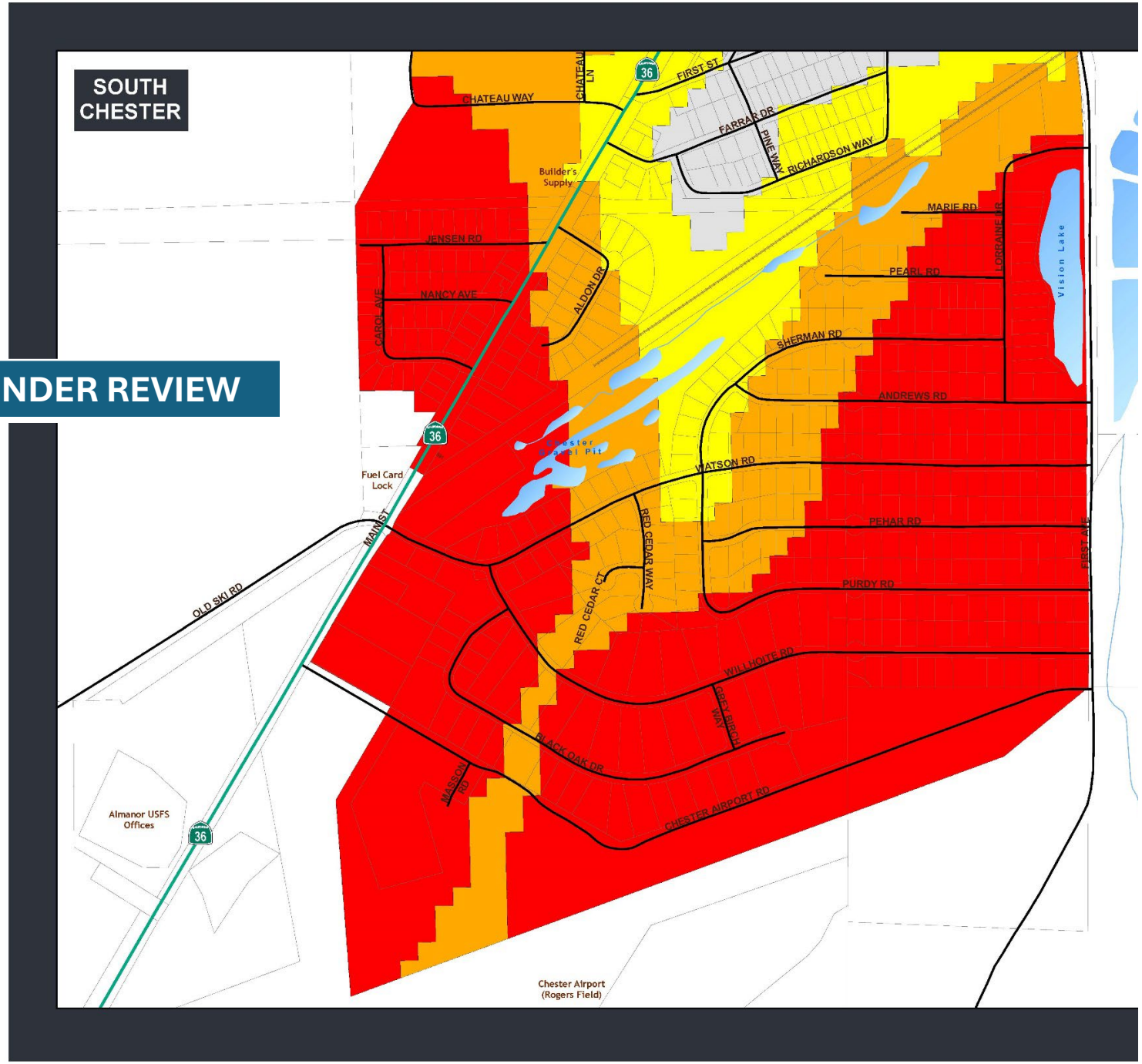
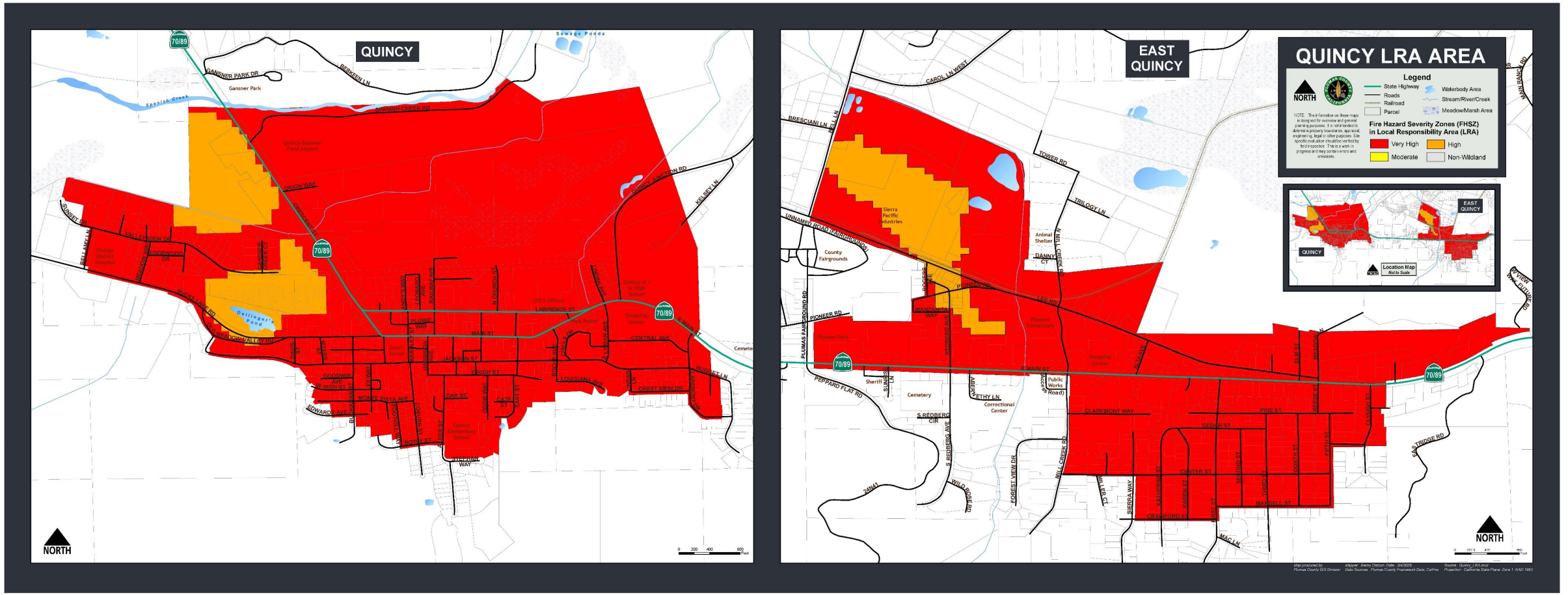
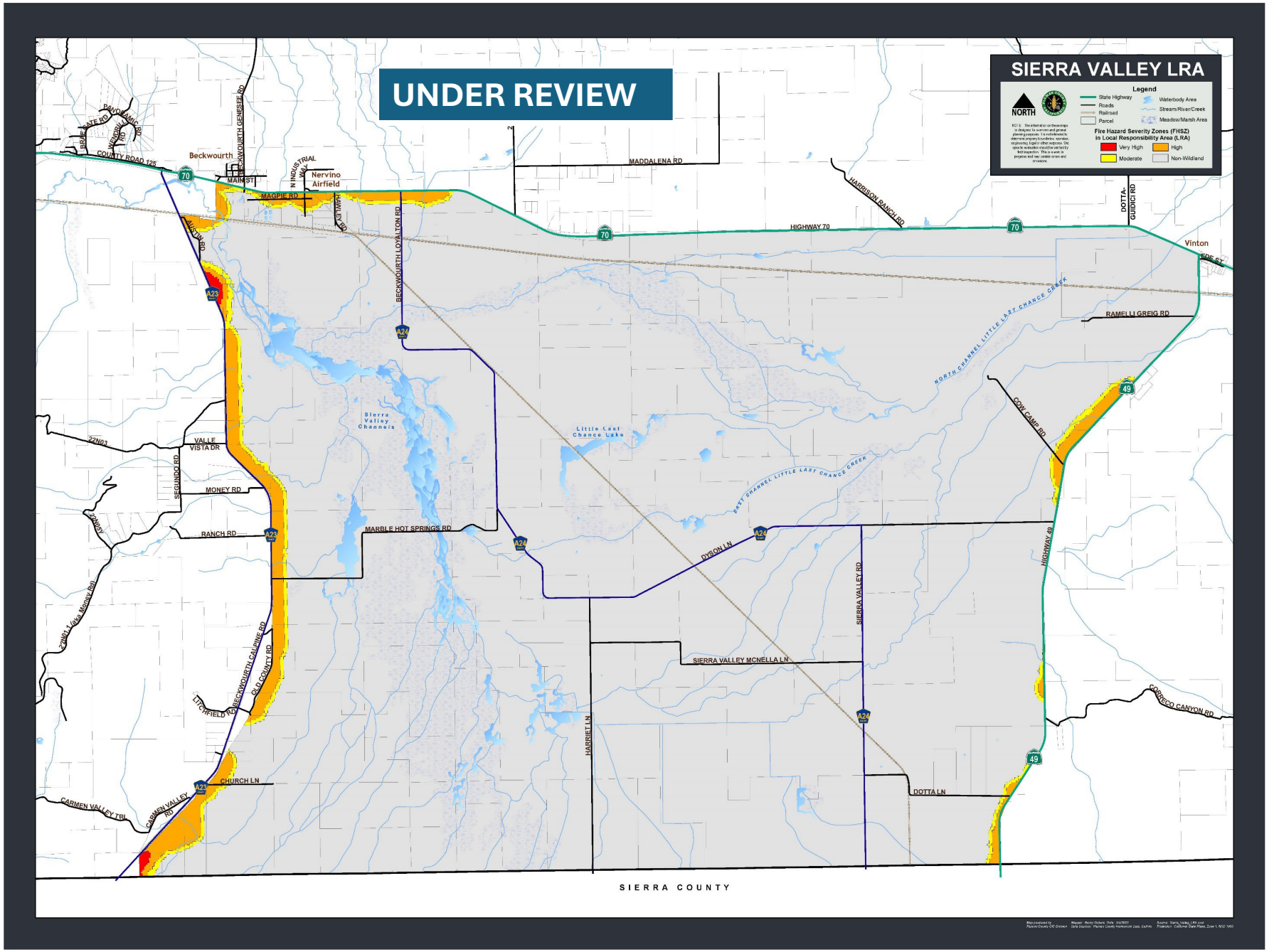

CHESTER LRA AREA
NORTH
Legend
State Highway
Roads
Railroad
Parcel
Waterbody Area
Stream/River/Creek
Meadow/Marsh Area
NOTE: The information on these maps is designed for overview and general planning purposes. It is not intended to determine property boundaries, appraisal, engineering, legal or other purposes. Site specific evaluation should be verified by field inspection. This is a work in progress and may contain errors and omissions.
Fire Hazard Severity Zones (FHSZ)
in Local Responsibility Area (LRA)
Very High
High
Moderate
Non-Wildland
NORTH CHESTER
SOUTH CHESTER
Location Map
Not to Scale
UNDER REVIEW
NORTH CHESTER
Chester Sewage Disposal Ponds
Johnson Creek
Stover Creek
North Fork Feather River
WAGON RD
MEADOW RD
FEATHER RIVER DR
LASSEN ST
STOVER RD
OLSEN ST
HIGHWAY 36
GAY ST
STONE AVE
BRIDGE ST
CROSS AVE
PLUMAS ST
N SIERRA MEADOWS LN
Sierra Meadows Senior Apartments
MELISSA AVE
Chester Park
MAIN ST
W WILLOW ST
E WILLOW ST
Post Office
MEADOWBROOK LOOP
WILLOW WAY
LAUREL LN
MYRTLE ST
RIVERSIDE AVE
Holiday Market
Wildwood Village (Senior Living)
WILDWOOD LN
Best Western
ASPEN ST
THIRD ST
MAYWOOD DR
REYNOLDS RD
Hospital
Chester Elementary School
SCHOOL ST
FIR ST
FIRST AVE
UNNAMED ROAD
SECOND AVE
THIRD AVE
FOURTH AVE
CROSS ST
CEDAR ST
SECOND ST
RIVERWOOD DR
INGLEWOOD DR
FREEWOOD DR
MARTIN WAY
Dollar General
Church
BRENTWOOD DR
GLENWOOD DR
IRWIN WAY
MOODY MEADOW RD
Collin's Pine
COLLINS DR
PINE WAY
Chester High School
FIRST ST
CHATEAU LN
CHATEAU WAY
FARRAR DR
RICHARDSON WAY
LORRAINE DR
Chester Sewage Disposal Ponds
0 150 300 600 Feet
Map produced by Plumas County GIS Division
Mapper: Becky Osborn Date: 3/4/2025
Data Sources: Plumas County Framework Data, CalFire
Source: Chester_LRA.mxd
Projection: California State Plane, Zone 1, NAD 1983


SOUTH CHESTER
UNDER REVIEW
CHATEAU WAY
CHATEAU LN
FIRST ST
FARRAR DR
PINE WAY
RICHARDSON WAY
Builder's Supply
MARIE RD
LORRAINE DR
Vision Lake
JENSEN RD
PEARL RD
NANCY AVE
CAROL AVE
ALDON DR
SHERMAN RD
ANDREWS RD
Chester Gravel Pit
WATSON RD
Fuel Card Lock
MAIN ST
PEHAR RD
RED CEDAR WAY
RED CEDAR CT
FIRST AVE
OLD SKI RD
PURDY RD
WILLHOITE RD
BIRCH WAY
BLACK OAK DR
MASSON RD
CHESTER AIRPORT RD
Almanor USFS Offices
Chester Airport (Rogers Field)
36

UNDER REVIEW

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Beckwourth
Nervino Airfield
COUNTY ROAD 125
MAGPIE RD
MADDALENA RD
HARRISON RANCH RD
HIGHWAY 70
DOTTA-GUIDICI RD
Vinton
RAMELLI GREIG RD
BECKWOURTH LOYALTON RD
NORTH CHANNEL LITTLE LAST CHANCE CREEK
EAST CHANNEL LITTLE LAST CHANCE CREEK
Sierra Valley Channels
Little Last Chance Lake
COW CAMP RD
VALLE VISTA DR
MONEY RD
RANCH RD
MARBLE HOT SPRINGS RD
DYSON LN
SIERRA VALLEY RD
HIGHWAY 49
SIERRA VALLEY MCNELLA LN
CORDECO CANYON RD
BECKWOURTH CALPINE RD
OLD COUNTY RD
LITCHFIELD RD
HARRIET LN
CHURCH LN
DOTTA LN
CARMEN VALLEY TRL
CARMEN VALLEY RD
SIERRA COUNTY

2025 Update to the Local Responsibility Area (LRA) Fire Hazard Severity Zones (FHSZ) Map

for the unincorporated areas of Plumas County within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley

Public Comments:
To make a public comment, obtain hard copy maps for viewing, and for further information please visit the Planning Department at 555 Main Street, Quincy, or call or email Tracey Ferguson, Planning Director, at traceyferguson@countyofplumas.com or 530-283-6214

https://www.plumascounty.us/3354/LRA-Fire-Hazard-Severity-Zones-FHSZ-Map

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Plumas National Forest Tributaries Forest Recovery Project Environmental Assessment (EA) comment period ends April 28, 2025; discussion and possible action.**

Recommendation:

1. Review interested parties letter for Plumas National Forest Tributaries Forest Recovery Project, Environmental Assessment (EA).
2. Delegate authority to up to two (2) Board of Supervisors to work with County staff to prepare a Plumas County Board of Supervisors comment letter.
3. Approve and authorize Chair of the Board of Supervisors to sign, and Planning Director to submit, the Plumas County Board of Supervisors comment letter no later than April 28, 2025.

Background and Discussion:

The interested parties letter from Plumas National Forest, dated March 21, 2025, states the "Tributaries project covers 163,248 acres of land on the Beckwourth and Mount Hough Ranger Districts in northeastern Plumas County, including portions of Little Grizzly Creek, Red Clover Creek, Last Chance Creek, Upper Indian Creek, Hungry Creek, and Lights Creek watersheds, all of which are tributaries to Indian Creek. Much of this area experienced high severity burns from the Dixie Fire in 2021 and the Walker Fire in 2019, including lands within the 2007 Moonlight Fire footprint. The project aims to address the following resource needs: identify priority areas for reforestation; increase resilience in surviving forested areas; encourage the recovery of meadow and riparian ecosystem function; remove hazards from roadways and recreational areas; address water quality issues around roads; protect cultural resources; and improve wildlife habitat."

The interested parties letter goes on to explain, "The responsible official, Acting Plumas National Forest Supervisor, Rachel Birkey, has prepared an Environmental Assessment (EA) to analyze potential environmental impacts. To meet the purpose and needs of the project, a project specific Forest Plan Amendment will be pursued. Specifically, the project will amend portions of standards outlined in the Forest Service's 2004 Sierra Nevada Forest Plan Amendment Record of Decision. The Forest Plan Amendment for the Tributaries Forest Recovery Project is presented in Appendix D of the EA."

How to Comment

Electronic comments are to be submitted no later than April 28, 2025, to: comments-pacificsouthwest-plumas@usda.gov and include "Tributaries Forest Recovery Project" in the subject line of your emailed comments. Hard copy comments may also be sent by mail to: Plumas National Forest, Attn: Travis Sanchez, Post-Fire Recovery Manager, 875 Mitchell Ave. Oroville, CA 95965. For more information and to view and download the 1) Tributaries Forest Recovery Project Draft Environmental Assessment/Initial Study (March 2025) and 2) Specialist Reports, including Attachment 1. Biological Assessment for Wildlife and Plants, Attachment 2. Wildlife Report/Biological Evaluation, Attachment 3. Botanical Biological Evaluation and Noxious Weed Risk Assessment, Attachment 4. Greenhouse Gas Emissions and Climate Change Report, Attachment 5. Hydrology and Soils Report, Attachment 6. Trail Assessment: Antelope/Taylor Lake Trail System, Attachment 7. Vegetation Management Report, and Attachment 8. Fire and Fuels Report, visit the Plumas National Forest Tributaries Forest Recovery Project website is located at: https://www.fs.usda.gov/project/?project=63289

Action:

1. Review interested parties letter for Plumas National Forest Tributaries Forest Recovery Project, Environmental Assessment (EA).
2. Delegate authority to up to two (2) Board of Supervisors to work with County staff to prepare a Plumas County Board of Supervisors comment letter.
3. Approve and authorize Chair of the Board of Supervisors to sign, and Planning Director to submit, the Plumas County Board of Supervisors comment letter no later than April 28, 2025.

Fiscal Impact:

FY 24/25 Planning Department General Fund Budget (Planning Director staff time).

Attachments:

1. Tributaries Interested Party Letter_EA (FS Signed)

United States Department of Agriculture | Forest Service | Plumas National Forest
159 Lawrence Street
Quincy, CA 95971-6025
(530) 283-2050 Voice
(530) 534-7984 Text (TDD)

File Code: 1950
Date: March 21, 2025

Dear Interested Party:

The Plumas National Forest (PNF) is initiating the opportunity to comment period on the Tributaries Forest Recovery Project, Environmental Assessment (EA). You can view the EA, project documents, and maps on the web at: https://www.fs.usda.gov/project/?project=63289 .

The Tributaries project covers 163,248 acres of land on the Beckwourth and Mount Hough Ranger Districts in northeastern Plumas County, including portions of Little Grizzly Creek, Red Clover Creek, Last Chance Creek, Upper Indian Creek, Hungry Creek, and Lights Creek watersheds, all of which are tributaries to Indian Creek. Much of this area experienced high severity burns from the Dixie Fire in 2021 and the Walker Fire in 2019, including lands within the 2007 Moonlight Fire footprint. The project aims to address the following resource needs: identify priority areas for reforestation; increase resilience in surviving forested areas; encourage the recovery of meadow and riparian ecosystem function; remove hazards from roadways and recreational areas; address water quality issues around roads; protect cultural resources; and improve wildlife habitat.

The responsible official, Acting Plumas National Forest Supervisor, Rachel Birkey, has prepared an Environmental Assessment (EA) to analyze potential environmental impacts. To meet the purpose and needs of the project, a project specific Forest Plan Amendment will be pursued. Specifically, the project will amend portions of standards outlined in the Forest Service's 2004 Sierra Nevada Forest Plan Amendment Record of Decision. The Forest Plan Amendment for the Tributaries Forest Recovery Project is presented in Appendix D of the EA.

How to Comment

Please submit your electronic comments to: comments-pacificsouthwest-plumas@usda.gov. Please include "Tributaries Forest Recovery Project" in the subject line of your comments. Electronic comments must be submitted in a format such as an email message, plain text (.txt), rich text format (.rft), portable document format (.pdf), or Word (.doc). Hard copy comments may also be sent by mail to: Plumas National Forest, Attn: Travis Sanchez, Post-Fire Recovery Manager, 875 Mitchell Ave. Oroville, CA 95965.

Individuals and organizations wishing to be eligible to object must meet the information requirements of 36 CFR 218 Subparts A and B. It is the responsibility of persons providing comments to submit them by the close of the comment period. Only those who submit timely and specific written comments regarding the proposed project during a public comment period are eligible to file an objection pursuant to 36 CFR §218.25.

For objection eligibility, each individual or entity must either sign the comments or verify identity upon request.

This opportunity to comment ends 30 days following the date of publication of the Tributaries Forest Recovery Project public comment period legal notice in the *Mountain Messenger* newspaper. If you have questions, need additional information on the draft EA please contact Travis Sanchez, Post-Fire Recovery Manager, at (530) 927-9704, email: travis.sanchez@usda.gov.

Thank you for your interest in the management of the Plumas National Forest.

Sincerely,

Rachel A. Birkey
Acting Forest Supervisor
Plumas National Forest

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Pam McKinnon** **Idette Halverson**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Adopt Cal-OAR CalWORKs System Improvement Plan (CAL-SIP); discussion and possible action.**

Recommendation:
Adopt Cal-OAR CalWORKs System Improvement Plan (CAL-SIP); discussion and possible action.

Background and Discussion:
The purpose of Cal-OAR is to establish a local, data-driven program management system that facilitates continuous improvement of county CalWORKs programs by collecting, analyzing, and disseminating outcomes and best practices. Cal-OAR is designed to promote critical reflection of the CalWORKs program in order to better engage CalWORKs clients. Cal-OAR encourages intentionality in county CalWORKs program design, service delivery models, and activity structure. This provides opportunities for adults to build core capabilities critical to manage adversity, succeed in navigating a long-term career trajectory, and balance the challenges of life, family and work. Through collaboration and partnership, counties and the state will execute a joint vision for CalWORKs outcomes of interest that propel county CalWORKs programs beyond the narrow scope of the federal Work Participation Rate. Pursuant to SB 89, Cal-OAR consists of three main components: performance measures, a CalWORKs county self-assessment process, and a county CalWORKs system improvement plan, including a peer review component, all of which have been successfully completed by PCDSS.

Action:

Adopt Cal-OAR CalWORKs System Improvement Plan (CAL-SIP); discussion and possible action.

Fiscal Impact:

(No General Fund Impact)

Attachments:
1. AppendixA-CalOAR Report SignOffSheet
2. Appendix B Cal-OAR team and Partners
3. Cal-SIP Plumas County Final Revision 2-2025_Re-formatted

CAL-OAR REPORT SIGNATURE

For submittal of: ☐ Cal-CSA ☑ Cal-SIP ☐ Cal-SIP Progress Report

County	Plumas County
Submission Date	4/15/25
Cal-CQI Cycle	2021-2026 Cycle
County Welfare Director	
Name	Laura Atkins
Signature	
Phone Number	530-283-6350
Board of Supervisors (BOS) Representative Signature – <u>For Cal-SIP Approval Only</u>	
BOS Approval Date	4/15/25
Name	Kevin Goss
Title/Position	Chairman
Signature	

Contact Information

County Cal-OAR Contact	Name and Title	Pam McKinnon, Program Manager
	Phone & E-mail	530-283-6166 pammckinnon@countyofplumas.com

Sign, scan, and submit the Signature Sheet along with the Cal-OAR Report to your county's SFT site.

Appendix B: Cal-OAR Team and Partners and Collaborators

Below serves as a template to be included as Appendix B in the Cal-OAR Cal-CSA and Cal-SIP reports. Additional information can be found in ACL 19-108 and the Partner and Collaborator Engagement Toolkit on our Cal-OAR website. This also includes analysis tools, budgeting and planning tools, engagement tools, and overcoming obstacles tools in engaging your partners and collaborators.

LIST OF PARTNERS AND COLLABORATORS AND THEIR ROLE IN ENGAGEMENT

The CWD shall list the Cal-OAR team members and partner and collaborators, affiliation, and a brief description of their participation in the Cal-CSA and Cal-SIP reports. This is the team that worked collaboratively throughout the CQI cycle.

County Cal-OAR Team Members	Title	Level of Participation/ Description
Idette Halverson	Employment and Training Worker Supervisor	Lead report author
Pam McKinnon	Program Manager	Lead report author
Jessica Bennett	Staff Services Analyst	Facilitation

Other staff, group, local/relevant partners, and/or consultation	Affiliation/Organization	Level of Participation/ Description
Jami Bennett	Sierra County	Peer Review
Vanessa Fatheree	Sierra County	Peer Review
Tiffany Zufelt	Modoc County	Peer Review
Maria Flores	Trintiy County	Peer Review

Required Partners and Collaborators	Affiliation/Organization	Level of Participation/ Description

*Includes county staff that are not a part of your county's Cal-OAR team but were involved in the partner and collaborator phase.

INDICATE WHETHER ALL THE REQUIRED PARTICIPANTS WERE INVOLVED IN THE REPORT DEVELOPMENT.

Did all the required local partners and collaborators participate in the development of the Cal-CSA and Cal-SIP? (This includes county CalWORKs administrators, supervisors, caseworkers, current and former CalWORKs clients, and county human services agency partners.)	Yes/No; if No, please explain the circumstances as to why the required partners were not able to participate.
Yes	

The Appendix can be used to capture additional detailed information not already captured in the Cal-CSA report.

CalWORKs System Improvement Plan (Cal-SIP) Report

County: Plumas

Executive Summary 2

Introduction 3

Section 1: Measures for Improvement and Strategies 5

- **Part 1: Measure and Goal Narrative** 5
- **Part 2: Goal-level Descriptions** 7

Section 2: Peer Review 10

Section 3: Target Measure Summary 12

Executive Summary

1. Please summarize the performance measures selected for needed improvement.

The Engagement Rate measure was selected for system improvement during this first 2021-2026 Cal-OAR cycle.

Plumas County is focusing on improving and expanding our external partnerships to help clients fully participate in WTW activities and our county partner and collaborator engagement overall. This includes hiring more staff for our Employment and Training program.

2. Please provide a comprehensive list of improvement strategies identified within the Cal-SIP.

Plumas County seeks to improve their performance by implementing the following strategies:

Goal 1: Increase Engagement Rate to 2% from 0%. Review using internal data gathering reports, ad hoc reports improving by 1.0% every 6 months within 1 year (for a total of a 2.0% improvement).

- **Strategy 1**: Expand partnerships with existing partners to improve partner and collaborator engagement in Welfare-to-Work.
- **Strategy 2**: Hire more internal staff for our Employment and Training Program.
- **Strategy 3*:*** Hold specific interviews and focus groups of subpopulations for a better understanding of barrier service needs.

Introduction

The CalWORKs Outcomes and Accountability Review (Cal-OAR) is a local, data-driven program management system that facilitates continuous improvement of county CalWORKs programs by collecting, analyzing, and disseminating outcomes and best practices. As required by Welfare and Institutions Code (WIC) 11523, Cal-OAR consists of three core components: performance indicators, a county CalWORKs self-assessment (Cal-CSA), and a CalWORKs system improvement plan (Cal-SIP).

The Cal-OAR continuous quality improvement (Cal-CQI) process (which includes the Cal-CSA and Cal-SIP) takes place over five-year cycles. The first Cal-OAR cycle commenced on July 1, 2021, with the implementation of Cal-OAR. The Cal-SIP is the second component of the Cal-OAR CQI process. The Cal-SIP is based on the information gathered and reported from the Cal-CSA, wherein each County Welfare Department (CWD) will develop a plan for improving their CalWORKs program. The Cal-SIP selects a measure or set of measures for focused improvements and development to improve the selected performance measures while pairing each Cal-SIP goal with an equity goal and/or strategy.

1. Describe your approach to the Cal-SIP Report

Plumas County has on average no more than 150 CalWORKs cases at any given time. The Native Americans have had a Tribal TANF Program for approximately 18 years and almost all the Plumas County Native American population, most of which belong to the federally recognized Greenville Rancheria of Maidu Indians Tribe, eligible for CalWORKs choose the Tribal TANF Program instead. The Tribal TANF Program monthly cash aid benefits are significantly more than CalWORKs benefits and have supportive services not offered by the CalWORKs Program. Tribal TANF was contacted; however, specific statistics on their average caseloads were not available at time of contact.

Due to this extenuating circumstance, Plumas County does not have any significant CalWORKs data, nor did we spend a significant amount of time engaging partners to draft the CSA or SIP. The approach Plumas County used was developed based on the barriers that our county is experiencing specifically. With these barriers in mind Plumas County devised attainable strategic goals to incorporate into our system improvement plan.

Plumas County does not have Cal-OAR staff or ancillary staff to support Cal-OAR with research, data, information technology, or CWD vendor support.

2. Briefly describe past and current system improvement efforts.

Plumas County has not previously implemented a continuous quality improvement (CQI) program for system improvement efforts. As a small county, we have a unique opportunity to tailor services to meet the individual needs of the client being served. We view the Cal-OAR/Cal-SIP cycle as an opportunity to enhance our system through CQI and are looking forward to this process.

3. Briefly describe the success or failure of those efforts at improving service delivery or programmatic outcomes.

Plumas County has identified improving the Engagement Rate as its primary performance measure targeted for improvement. The county is currently grappling with a low and inconsistent engagement rate, particularly among families who are sanctioned and thus challenging to re-engage.

During our peer review with Sierra County, Modoc County and Trinity County we discussed how to re-engage participants who are currently sanctioned. Ideas discussed at this peer review included topics such as home visits, meeting at local resource centers, conducting activities by telephone, and providing additional training for staff in order to reinforce strategies of re-engagement/WTW sanction curing processes. Other ideas in discussion include assigning CW/WTW workers a monthly targeted number of sanctioned participants to contact for WTW re-engagement and ensuring that CW/WTW staff explain in detail during intakes and redeterminations, the benefits of participating in WTW and the available supportive services that are available such as Stage 1 Childcare, etc..

Despite recognizing that barriers beyond CWD control such as housing, childcare, and transportation issues exist, the county believes that reengaging clients and expanding opportunities would be most beneficial.

4. An overview of the CWD's organizational vision and mission (optional).

Plumas Counties Organizational Vision is: Our pledge is to provide services courteously and professionally. We will be respectful, compassionate, supportive, and impartial. Efficiency, integrity, and respect for individual dignity will govern how we deliver services to Plumas County citizens.

Section 1: Measures for Improvement and Strategies

Part 1: Measure and Goal Narrative

1. Describe the reason for selecting the measure or programmatic grouping of measures.

Plumas County would like to increase the engagement rate with our clients and existing partnerships by identifying activities for participants using county partners, community-based organizations (CBOs), and other respective providers/partners as well as the inclusion of access for participants in rural areas to ensure equitable access is addressed.

Plumas County is in the exploratory phase of identifying and engaging new participants in the CW/WTW program. Once identified, Plumas County management will consider the background of staff to support multiple perspectives and experiences. Whenever possible, staff will be assigned to clients with shared lived experience, accommodation needs and language diversity.

Orientation and Appraisal are among the first activities that participants are scheduled for. Peer group ideas are to get our local WIA/AFWD (Workforce Investment Act/Alliance to Workforce Development and or local community college FRC (Feather River College) involved with our engagement process.

CalWORKs participants are referred to engage in the Welfare-to-Work (WTW) program as soon as their cases are granted cash aid. Plumas County Employment and Training workers begin the discussion of Welfare to Work Activities at this first appointment. Upon granting the cash aid benefits participants will receive an appointment letter scheduling them for their Orientation/appraisal appointment. New WTW employees are currently being trained in this process along with the inculcation of the importance/understanding of community partnerships and how they play a pivotal role in the client's transition to self-sufficiency.

2. Do partners and collaborators agree this is a measure or programmatic grouping of measures that should be focused on at this time?

Partners agree that the initial engagement is the performance area most in need of immediate attention.

Presently, there are several employment positions available within our department through *Merit System Services*. Going through this platform has proven to be an inordinately lengthy process. This coupled with the Board of Supervisors recruitment approval requirements, interviews and candidate vetting, have caused significant delays in the hiring process. The Plumas County Department of Social Services Director is working with the Board of Supervisors in an effort to streamline this process and develop a strategy which will allow all available positions to remain under "*open recruitment status"* until the positions are filled.

Due to critical staffing shortages, the ETW unit is assisting the Eligibility Specialist Unit which exclusively processes CalFresh and Medi-Cal applications only. The ETW unit informs and instructs clientele of the application process during all WTW activities and encourages them to apply through *Merit System Services*. During the client's job search activities, they are also encouraged to apply for open jobs within the county.

3. Describe any anticipated interactions with other measures.

The Orientation Attendance rate, as part of the initial Engagement programmatic grouping, impacts performance on all subsequent measures. For example, low participation in the orientation can result in low attendance at the first activity. Without timely participation in an appropriate first activity, customers are less likely to continue engagement, which can result in sanctions. Low engagement will also impact customer's success in getting and maintaining employment. A high rate of orientation attendance is anticipated to positively impact all subsequent measures, particularly those in the Initial Engagement programmatic grouping. The Sanction Resolution rate is naturally related to the CWD'S Sanction rate, which is useful to consider alongside the county's Engagement rate. Sanctions are often applied in instances where customers are not participating in, or not providing verification of their participation in or valid exemption from, activities identified as part of their WTW case plan, activities that are captured by the county's Engagement rate. A consistently high rate of engagement would be expected to correspond to a lower overall sanction rate, which could impact the sanction resolution rate in one of two ways- 1) successful engagement of customers, including those most reluctant to engage, could result in a higher sanction resolution rate because customers are motivated and supported in resolving their sanction or 2) because the county's caseload and data set sizes are small, a sanction rate of 0 could be achieved in some measurement periods meaning a sanction resolution rate of 0 would actually be reflective of positive performance, as there would be no sanctions to have been requiring resolution. Higher engagement is expected to impact customers' overall success in getting and maintaining employment.

4. Describe how the CWD will track performance measure improvement.

The CWD will track engagement rate by monitoring the WTW 25 and Cal-OAR performance measure releases; and CWD staff will meet quarterly to analyze Cal-OAR performance updates. The CWD will monitor and analyze the Orientation Attendance and Sanction Resolution rates on an ongoing systematic basis. The program manager will input data monthly and lead quarterly Cal-OAR check-ins. This will be done with the state reports, WTW 25 and WTW 25A. Plumas County will begin with a review of the most recent trend reports and provide progress updates on the various strategies and action steps. Every six months. the team will specifically review progress towards the stated goals - 1% increase every six months. The team will use CalSAWS reports, and the Cal-OAR data provided by CDSS to identify successes and challenges and determine needed improvements based on the challenges.

Part 2: Goal-level Descriptions

Goal 1: Increase Engagement Rate to 2% from 0%. Review using internal data gathering reports, ad hoc reports improving by 1.0% every 6 months within 1 year (for a total of a 2.0% improvement).

- Strategy 1: Expand partnerships with existing partners to improve partner and collaborator engagement in Welfare-to-Work.
- Strategy 2: Hire more internal staff for our Employment and Training Program.
- Strategy 3: Hold specific interviews and focus groups of subpopulations for a better understanding of barrier service needs.

1. Explain the reasoning or methodology which was used to determine this goal.

Partners agree that the initial engagement is the performance area most in need of immediate attention. Getting customers to the initial orientation is the biggest challenge the CWD faces, which impacts all other performance outcomes. Our team has identified a barrier for participation in the orientation activity as limited transportation. Our transit system currently has free transportation services available in our community to most rural areas within our borders, which are limited in hours and only available Monday through Friday.

2. What led the CWD to these improvement strategies?

As noted in our CSA, Plumas County would like to improve its partner and collaborator engagement during the Cal-SIP process as the county had many barriers and time constraints due to critical staffing shortages. Although part of the information gathering process proved to be challenging, Plumas County was able to obtain feedback regarding improvements needed with training and procedures for employment services staff, referral processes for services, and the enhancement of employment services programs. Additionally, due to a low caseload and limited services, there is no data to develop skill gaps or workforce trends. Because Plumas County's program currently operates with three Employment and Training Workers (ETW) including the Supervisor, the primary risk is staff turnover.

With few employers and lack of community-based service agencies, partner and collaborator relationships are established, but limited within the county.

Feedback provided at the monthly CARES meeting indicated that there is a desire to expand the partnerships and consistency of participation by existing partners and stakeholders. Plumas County is in the process of conducting a survey for our existing partners/collaborators/stakeholders in order to obtain feedback on improvements needed from staff and existing processes.

3. Discuss any research or literature that supports the strategies chosen. Cite reference.

There is no applicable research considered when identifying program marketing as a strategy for this goal.

4. Describe the roles of other partners and collaborators in implementing the strategies.

Partner and collaborator feedback was instrumental in prioritizing the focus areas and selecting goals and strategies. Partner collaboration will be essential in disseminating the new marketing materials once they are developed. Partners will be asked to display the new materials in their offices and to direct potential clients to the updated website. Measures will be taken to ensure that staff make program materials/resources culturally sensitive and accessible for diverse populations.

5. Identify any staff education and training needs, and include any technical assistance needed to implement strategy and achieve goal.

During the CSA phase, we noted that Plumas County has an exceptionally small caseload. However, due to limited resources, training in all services/programs is required for all CW/WTW staff, in addition to understanding secondary trauma and its effects, and how high caseloads and stress can significantly impact potential staff turnover. Currently, there is a bi-weekly division meeting where the team talks about cases and discusses emerging issues with policies or any other relevant topics. These meetings ensure that issues are addressed timely in regard to new laws affecting programs administered and new policy implementation.

6. Describe how the CWD plans to mitigate and/or address both known internal and external barriers to achieve the goal.

The primary external barriers are relating to childcare, transportation, and cell service in our rural communities. Childcare referrals are completed at our intake appointments and a referral is made to our local childcare organization. Although the CWD is not able to impact the number of childcare providers, it can work with our partners to ensure that all clients are referred to available providers in a timely manner. The CWD will incorporate routine check-ins with clients to ensure that childcare needs are being met. The CWD will also work with county partners/collaborators to understand the importance of WTW engagement/participation, documentation/attendance needed for WTW clients which will include working collaboratively to obtain accurate documentation timely, again on the client’s behalf.

CalWORKs participants are referred to engage in the Welfare-to-Work (WTW) program as soon as their cases are granted cash aid. Plumas County Employment and Training workers begin the discussion of Welfare to Work Activities at this first appointment. Upon granting the cash aid benefits participants will receive an appointment letter

scheduling them for their Orientation/appraisal appointment. New WTW employees are currently being trained in this process along with the inculcation of the importance/understanding of community partnerships and how they play a pivotal role in the client's transition to self-sufficiency.

Additionally, due to continued staffing shortages, the Employment and Training Worker Unit will continue to work with leadership in an effort to recruit and retain more staff, while continuing to promote available positions with our partner agencies and through our contact with clientele. Leadership will continue their work to mitigate and bring more efficiency to the hiring process.

Lastly, the CWD will continue to engage partners/collaborators to find services that might meet the client's needs and provide other opportunities to get client feedback.

7. Describe how your facility will continuously evaluate each action step taken to see if improvement is being achieved. (e.g., tracking tools, meetings, monitoring, etc.) Include who will be responsible for follow up and compliance.

The CWD will monitor and analyze the Engagement Rate on an ongoing systematic basis. The program manager will pull data monthly and conduct quarterly meetings. The Cal-OAR data will be reviewed at quarterly meetings along with the trend reports. Progress reports and updates on various strategies and action steps will be reviewed. Every six months, the team will specifically review our progress towards the stated goal of 1% for every six months. The team will identify successes and challenges to determine if other improvements will need to be improved based on challenges. The bi-weekly division meeting where the team talks about cases and discusses emerging issues with policies and/or any other relevant topics will continue as regularly scheduled.

Section 2: Peer Review

Peer county/ counties selected for collaboration and consultation:

Sierra County, Modoc County, and Trinity County.

1. Discuss how the Peer Review process impact Cal-SIP development.

The Peer Review process has had a measurable influence on Plumas County's Cal-SIP development. Plumas County was able to get valuable insights from its peer counties leading to a reevaluation of strategies and departmental challenges. It played a pivotal role in Plumas County to revise its goal and ensuring a more precise and focused approach. There is a focused emphasis on improving the CalWORKs/Welfare-to-Work program. Plumas discussed with our peers the strengths and barriers within our Cal-CSA. This formed the basis for our preliminary SIP strategies. Initially, our Cal-SIP draft reflected broad goals, which were unattainable given our time constraints at this time. The peer review focused on Plumas County to refine our goals and pinpoint strategies tailored specifically for our chosen step development. This will ensure that our strategies were both manageable and directly targeted towards our chosen program improvement.

2. Discuss steps taken to conduct peer review.

Plumas County chose three other counties to participate in our peer review. Our planning team considered the peer counties region, size, and similarities. Plumas conducted the peer review virtually with the other counties. Once the counties were identified, peers were provided with all materials they would need for the peer review. The participants included the Plumas County Director, the Eligibility Program Manager, Employment and Training Worker Supervisor, the Staff Services Analyst and the Employment and Training Case Workers.

3. Briefly summarize observations and action items from Peer Review process.

The peer review was conducted virtually on December 11, 2024. It consisted of focused questions and discussions. Staff presented an overview of the county demographics and county provided peers with context for the CSA findings and the SIP strategies. This included a discussion of our department's organizational structure, client demographics, staff demographics, process for assigning cases, and average caseloads along with our Welfare-to-Work organizational structure and assignment. The county presented the performance measures under consideration for the SIP and their preliminary goals, strategies, and action steps. County staff and peers discussed the selected performance measures and SIP strategies. For each measure and strategy, the group discussed:

- Does the strategy address the root causes of the observed trends?
- What potential challenges do peers or staff anticipate the county will face in implementing the strategy?

- Do peers have recommendations or other strategies for the county to consider?

To conclude the peer review, peers and county staff decided on which performance measures and strategies to put forward in the SIP report. The group then identified next steps for each strategy.

Section 3: Target Measure Summary

Goal 1: Increase Engagement Rate to 2% from 0%. Review using internal data gathering reports, ad hoc reports improving by 1.0% every 6 months within 1 year (for a total of a 2.0% improvement).

Performance Measure: Engagement Rate

Baseline Result: 0%

Cal-SIP Start Time:	Progress Report #1:	Progress Report #2:	Cycle End Date:
5/1/2024	5/23/2025	6/26/2026	6/30/2026

Strategies, Action Steps, and Tracking Improvement:

Strategy 1: Expand partnerships with existing partners to improve partner and collaborator engagement in Welfare-to-Work.

Action Steps:

- Actively recruit other agencies that could expand skill sets for our clientele and potentially lead to re-engagement of our sanctioned population during our monthly existing partner/collaborators meetings.
- Employment and Training Workers will begin our reengagement by making appropriate referrals to connect our clientele with our partner agencies and collaborators. This will ensure that our clientele is receiving the necessary resources they need in order to successfully transition into self-sufficiency.

Strategy 2: Hire more internal staff for our Employment and Training Program.

Action Steps:

- Streamline hiring process – The Plumas County Department of Social Services Director is working with the Board of Supervisors to develop a strategy which will allow all available positions to remain under “open recruitment status” in *Merit System Services* until the positions are filled.
- Employment and Training Workers will advise and encourage clients to apply through Merit Systems for all available positions.
- Plumas County has partnered with our local job training center and all available positions are posted using that platform.
- Social media will be updated with the most current job availability information.

Strategy 3: Hold specific interviews and focus groups of subpopulations for a better understanding of barrier service needs.

Action Steps:

- Analyze disaggregated data to determine the subpopulations for focused outreach.
- Ask former and current clients in chosen subpopulations to volunteer for Interview and/or focus group sessions in order to gather information/feedback.
- Hold brainstorming sessions on the next steps based on client feedback.
- Continue engaging partners and clients to find services that meet clients' needs.
- Provide ongoing training for ETW Staff on Trauma Informed Practices and racial equity and implicit biases.

Tracking Improvement:

The CWD will monitor and analyze the Engagement Rate on an ongoing systematic basis. The Program Manager will pull data monthly and conduct quarterly meetings. The Cal-OAR data will be reviewed at quarterly meetings along with the trend reports. Progress reports and updates on various strategies and action steps will be reviewed. Every six months, the team will specifically review our progress towards the stated goal of 1% for every six months. The team will identify successes and challenges to determine if other improvements will need to be improved based on challenges. There will be a bi-weekly division meeting where the team talks about cases and discusses emerging issues with policies or any other relevant topics.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Approve and authorize Animal Control to recruit and fill, funded and allocated, vacant one part-time extra help Animal Shelter Attendant; approve exemption of the 30-day 29-hour work week; (General Fund Impact) as approved in FY24/25 recommended budget.**

Recommendation:
Approve and authorize Animal Control to recruit and fill, funded and allocated, vacant one part-time extra help Animal Shelter Attendant; approve exemption of the 30-day 29-hour work week; (General Fund Impact) as approved in FY24/25 recommended budget.

Background and Discussion:
Recruit and fill one part-time extra help Kennel Tech for Animal Control.

Action:

Approve and authorize Animal Control to recruit and fill, funded and allocated, vacant one part-time extra help Animal Shelter Attendant; approve exemption of the 30-day 29-hour work week; (General Fund Impact) as approved in FY24/25 recommended budget.

Fiscal Impact:

(General Fund Impact) as approved in FY24/25 recommended budget.

Attachments:
1. Document_20250407_0001

STAY INFORMED
Get news and updates sent right to your phone or inbox!

Employment Opportunities

Plumas County is an Equal Employment Opportunity employer and drug-free workplace. AA/EEO

You may apply online for Current Job Openings as listed below. An application is required for each position for which you apply. On-line applications will serve as originals and need not be followed up with a printed application. RESUMES ARE ACCEPTED ONLY WITH A PLUMAS COUNTY APPLICATION.

Adobe 7.0 or higher is required for Electronic Signature on the Job Application.

We DO NOT accept applications unless there are current job openings.

RSS Notify Me

JOB POSTING NOTIFICATION | JOB APPLICATION

Plumas County Jobs

[EXPIRED] Sheriff's Department - Animal Shelter Attendant (Extra Help)

This is an Extra Help position limited to 29 hours or less per week.

MUST BE AVAILABLE FOR WEEKENDS & HOLIDAYS

JOB DESCRIPTION

For a detailed job description, please click on the link below.

ANIMAL SHELTER ATTENDANT

DEFINITION

Under supervision, to perform all necessary work in maintaining the County Animal Shelter facility in a clean and sanitary condition; to monitor the physical condition of all animals being held at the shelter; to assist with the care, feeding and placement of animals at the shelter; and to perform related duties as required.

Qualifications

Knowledge of:

Proper care and feeding of domestic animals
Diseases and symptoms common to animals.

Ability to:

Recognize abnormal animal behavior.
Follow oral and written instructions.
Establish and maintain effective working relationships with staff and the general public.
Lift heavy animals and/or equipment.

Special Requirements

Possession of a valid California Drivers License.

Job Details

Job ID
Extra Help

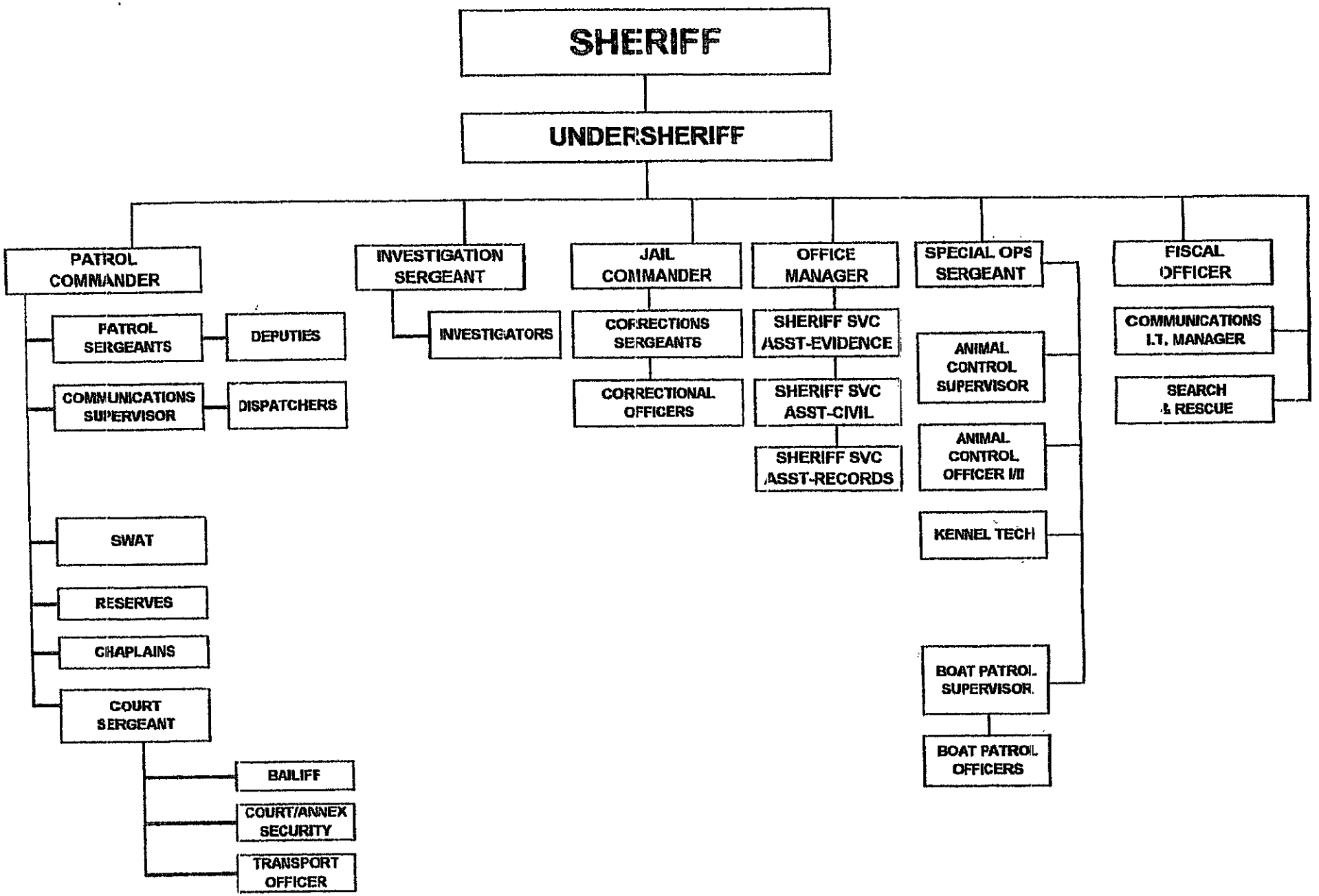
Category
Plumas County Jobs

Status
Filled

Salary
~~$16.00/Hr.~~ 16.50/Hr.

Posted
August 27, 2024 10:30 AM

Closing
September 24, 2024 4:00 PM


SHERIFF
UNDERSHERIFF
PATROL COMMANDER
PATROL SERGEANTS
DEPUTIES
COMMUNICATIONS SUPERVISOR
DISPATCHERS
SWAT
RESERVES
CHAPLAINS
COURT SERGEANT
BAILIFF
COURT/ANNEX SECURITY
TRANSPORT OFFICER
INVESTIGATION SERGEANT
INVESTIGATORS
JAIL COMMANDER
CORRECTIONS SERGEANTS
CORRECTIONAL OFFICERS
OFFICE MANAGER
SHERIFF SVC ASST-EVIDENCE
SHERIFF SVC ASST-CIVIL
SHERIFF SVC ASST-RECORDS
SPECIAL OPS SERGEANT
ANIMAL CONTROL SUPERVISOR
ANIMAL CONTROL OFFICER I/II
KENNEL TECH
BOAT PATROL SUPERVISOR
BOAT PATROL OFFICERS
FISCAL OFFICER
COMMUNICATIONS I.T. MANAGER
SEARCH & RESCUE

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nicole Reinert, Director of Public Health**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Understanding the Guidelines for Effective Utilization of the Opioid Settlement Funding in California presentation by Nicole Reinert, MPH, Director Plumas County Public Health Agency**

Recommendation:
None

Background and Discussion:
None

Action:

None

Fiscal Impact:

None

Attachments:
1. Opioid Settlement Guidelines Presentation

Understanding the Guidelines for Effective Utilization of the Opioid Settlement Funding in California

Presented by: Nicole Reinert, MPH

Director

Plumas County Public Health Agency

OPIOID EPIDEMIC TIMELINE

1990s, prescribing opioid medications began as a medical response to pain management

2000s, prescriptions surged, and so did the rates of opioid misuse, addiction, and overdose deaths.

This crisis cost the state billions in healthcare, lost productivity, and social services

2011 the U.S. Centers for Disease Control and Prevention (CDC) declared overdoses from prescription painkillers an "epidemic"

In 2017, the U.S. government declared it a public health emergency

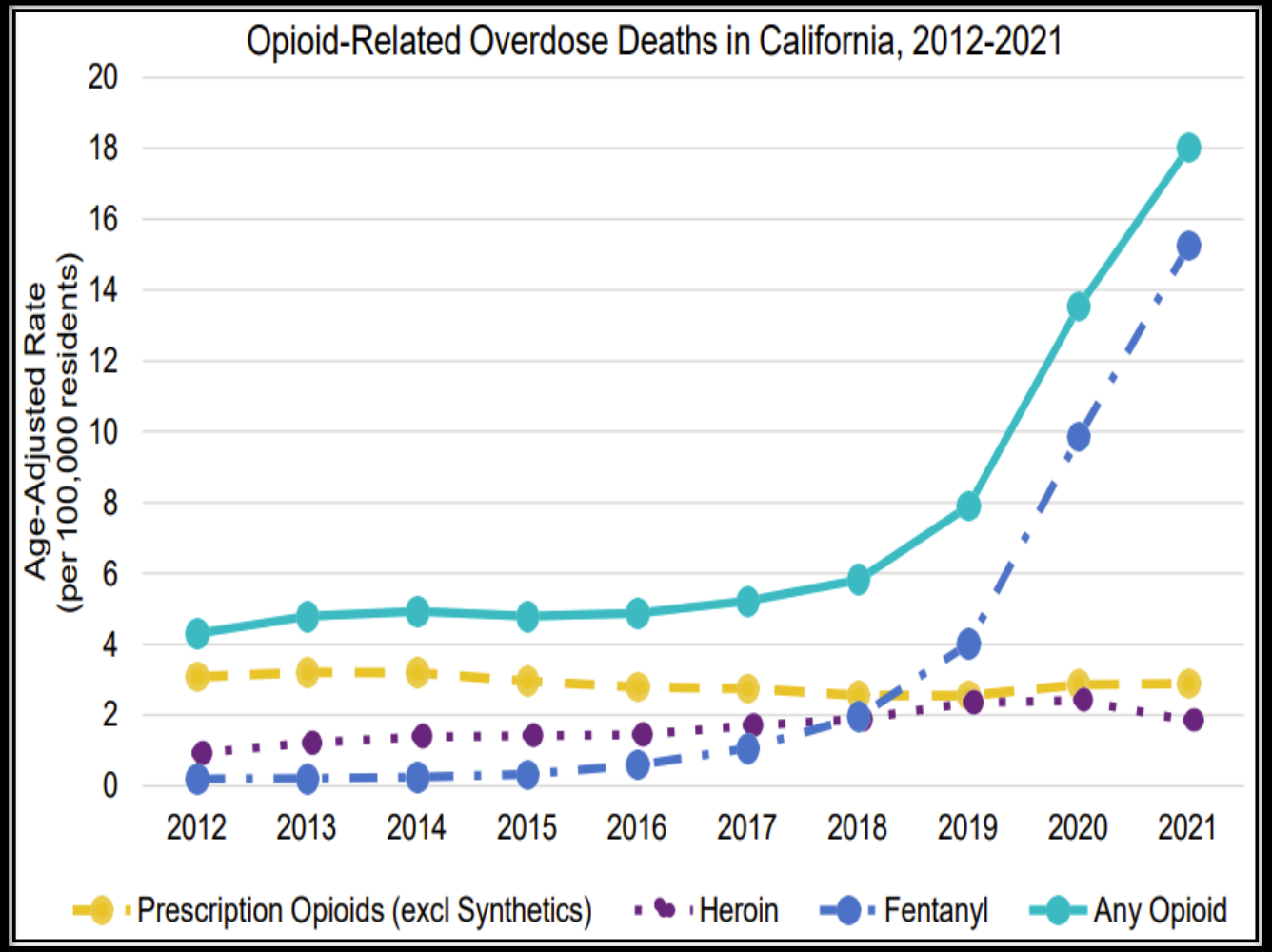


Figure 1. Graph of Opioid Related Overdose Deaths in California from 2012-2021 ((*Opioid-related overdose deaths in California, 2021 - CDPH*))

STATES AND COUNTIES RESPOND

Pharmaceuticals:
Johnson & Johnson
Teva
Allergan
Walgreens
Walmart
CVS
Kroger (pending)
Mallinckrodt Plc and Endo Pharmaceuticals reached a bankruptcy agreement with a one-time payment

- Numerous lawsuits were filed against drug manufacturers and distributors accused of misleading marketing practices
- Major settlements resulted in billions of dollars in Opioid Settlement Funding to focus on recovery and prevention strategies

OPIOID SETTLEMENT FUNDING DISTRIBUTION AND MANAGEMENT

Opioid Settlement Fund (OSF) created in the State Treasury.

Use of funds within the OSF is determined by the California legislature.

OSF funds are overseen by the CA Department of Health Care Services (DHCS).

Statewide activities funded by the OSF are limited to preventing harmful opioid activities per the National Opioid Settlement Agreements.

Remaining funds were dispersed to cities and counties at the local level.

Citation: https://www.dhcs.ca.gov/provgovpart/Pages/California-Opioid-Settlements.aspx

CALIFORNIA OPIOID SETTLEMENT DISTRIBUTION

- 15% allocated to the State of California to use for future opioid prevention/safety activities (California State Fund)
- **70%** allocated to Participating Subdivisions to use for future opioid remediation activities (Described in Exhibit E and the National Opioid Settlement Agreements)
- **15%** allocated to Plaintiff Subdivisions to use for future opioid Prevention activities and to reimburse past opioid-related expenses (California Subdivision Fund).

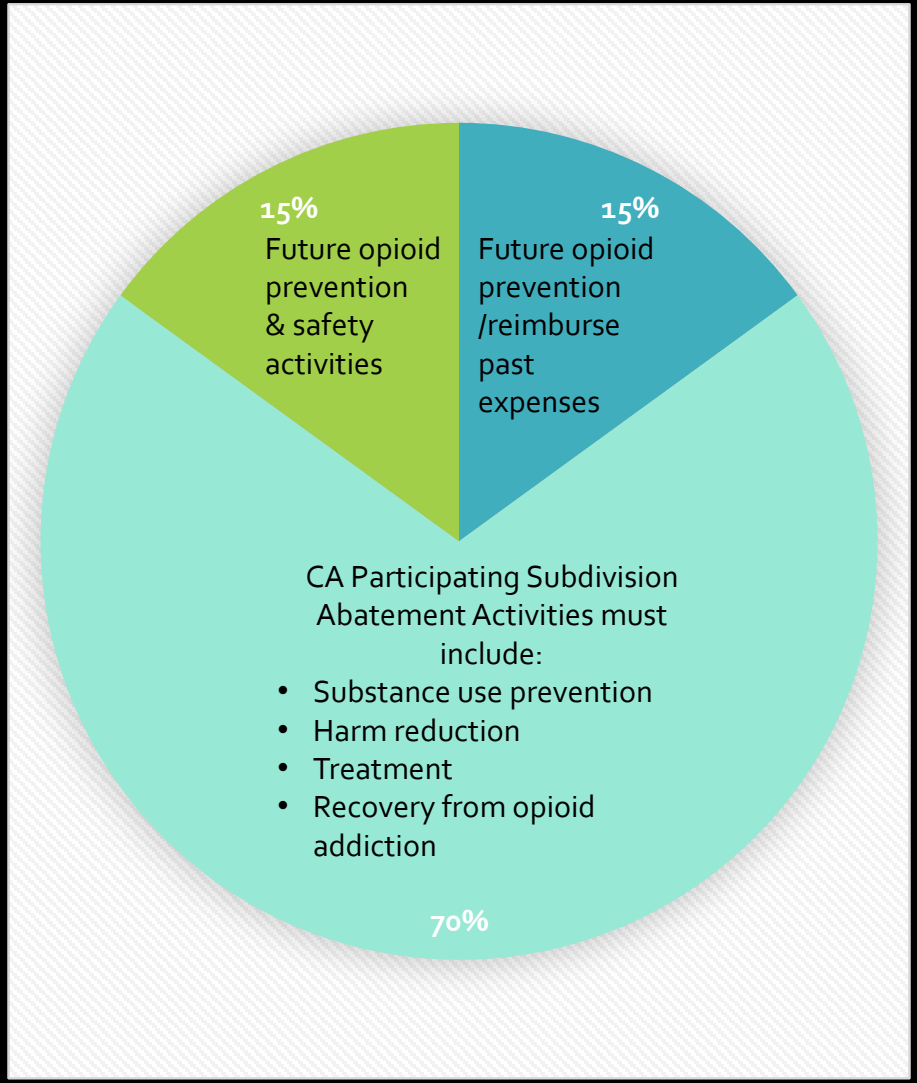


Figure 1. Chart demonstrates the three separate allocation breakdowns for the Opioid Settlement Funding

HIGH IMPACT ABATEMENT ACTIVITIES (HIAA)

Additionally, ***no less than 50% of the funds*** in each calendar year must be used for one or more of the six High Impact Abatement Activities (HIAA).

1. Provision of matching funds or operating costs for substance use disorder (SUD) facilities within the Behavioral Health Continuum Infrastructure Program (BHCIP)

2. Creating new or expanded SUD treatment infrastructure

3. Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD

4. Diversion of people with SUD from the justice system into treatment

5. Interventions to prevent drug addiction in vulnerable youth

6. The purchase and distribution of naloxone for local entities and to expand access to naloxone for opioid overdose reversals.

ALLOWABLE EXPENDATURES

- Naloxone or another FDA-approved drug to reverse opioid overdose
- Medication Assisted treatment (MAT) distribution and other opioid-related treatment
- Pregnant and postpartum women
- Expanding treatment for neonatal abstinence syndrome (NAS)
- Expansion of warm hand-off programs and recovery services
- Treatment for incarcerated population
- Prevention programs
- Expanding syringe service programs
- Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the state

Citation: https://www.dhcs.ca.gov/Documents/CSD/Exhibit-E-Final-Settlement-Agreement-082021.pdf

UNALLOWABLE EXPENDATURES

- Paying the salaries and benefits of individuals not performing opioid remediation activities
- Paying for non-FDA-approved medications
- Paying for law enforcement activities or equipment (e.g., vehicles, apprehension or restraint devices, drug checking devices, etc.) related to interdiction or criminal investigation, apprehension, and processing
- Covering travel costs (e.g., mileage, fuel, etc.) that are not directly related to an eligible opioid prevention or reversal activity
- Covering indirect costs not in alignment with DHCS' Reasonable Administrative Costs policy
- Paying for treatments not related to the treatment of SUD or mental health conditions
- Paying for, investing in, or implementing service activities not included in CA HIAAs or Exhibit E, or other expenses not directly related to opioid remediation activities

Citation: https://www.dhcs.ca.gov/Documents/CSD/Exhibit-E-Final-Settlement-Agreement-082021.pdf

REQUIREMENTS / REPORTING

Tracking of all deposits, reallocations, and expenditures while maintaining books, records, documents, and other relevant evidence including local accounting procedures and practices until funds are expended.

Required to submit written reports annually regarding the use of expenditures by each program and a narrative of the purpose of each activity.

Failure to submit a timely report may result in a meet and confer with DHCS, an audit, or legal action.

Citation: (*California Opioid Settlements* 2025)

According to the CA OPIOID SETTLEMTNS EXPENDITURE REPORTING FORM:

Plumas County SFY 2022-2023

Settlement	Amt Received	Interest Earned	Balance
Distributors	283073.70	2017.21	285090.91
Janssen	163772.12	1167.05	164939.17
Total	446845.82	3184.26	$450,030.08

Citation: https://www.dhcs.ca.gov/Documents/OSF-Reports/Plumas-County-22-23-OSF-Report.pdf

Thank You

Nicole Reinert, MPH
Director
Plumas County Public Health Agency
Nicolereinert@countyofplumas.com

References:

- 1. *California Opioid Settlements*. Dhcs.ca.gov. (2025). https://www.dhcs.ca.gov/provgovpart/Pages/California-Opioid-Settlements.aspx

- 2. "Opioid-Related Overdose Deaths in California, 2021 - CDPH." *Opioid-Related Overdose Deaths in California, 2021*, www.cdph.ca.gov/Programs/CCDPHP/sapb/CDPH%20Document%20Library/MortalityDataBriefFinalADA.pdf. Accessed 30 Mar. 2025.

- 3. Opioid Settlement Fund resource documents created by DHCS can be found on the California Opioid Settlements.
- https://www.dhcs.ca.gov/provgovpart/Pages/California-Opioid-Settlements.aspx
-

- 4. "State-Level Economic Costs of Opioid Use Disorder and Fatal Opioid Overdose - United States, 2017." *Centers for Disease Control and Prevention*, Centers for Disease Control and Prevention, 15 Apr. 2021, www.cdc.gov/mmwr/volumes/70/wr/mm7015a1.htm.

- 5. "Welcome to the California Overdose Surveillance Dashboard." *CA Overdose Dashboard*, skylab.cdph.ca.gov/ODdash/?tab=CTY. Accessed 25 Mar. 2025.

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Mimi Hall, Supervisor - District 4, Vice-Chair**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**CONTINUED DISCUSSION FROM APRIL 8, 2025: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.**

Recommendation:
CONTINUED DISCUSSION FROM APRIL 8, 2025: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.

Background and Discussion:
The Chair has continued this item for discussion on April 15, 2025.

Action:

CONTINUED DISCUSSION FROM APRIL 8, 2025: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.

Fiscal Impact:

No General Fund Impact, discussion item and possible direction to staff.

Attachments:
None

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kevin Goss, Supervisor - District 2, Chair** **Dwight Ceresola, Supervisor - District 1**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Adopt RESOLUTION of the Board of Supervisors Declaring a Local State of Emergency due to the presence and impact of Gray Wolves in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Four/fifths roll call vote**

Recommendation:
Adopt **RESOLUTION** of the Board of Supervisors Declaring a Local State of Emergency due to the presence and impact of Gray Wolves in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Four/fifths roll call vote**

Background and Discussion:
The reintroduction and continued expansion of the gray wolf (*Canis lupus*) into Northern California has resulted in significant adverse impacts on rural communities and livestock products, including confirmed depredations in Plumas County. The presence of gray wolves in and around Plumas County has been confirmed, signaling a imminent threat to local livestock and public safety.

Action:

Adopt **RESOLUTION** of the Board of Supervisors Declaring a Local State of Emergency due to the presence and impact of Gray Wolves in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Four/fifths roll call vote**

Fiscal Impact:

No General Fund Impact.

Attachments:
1. 5293 FINAL

RESOLUTION No. 25-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS CONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY IN PLUMAS COUNTY DUE A SIGNIFICANT THREAT TO PUBLIC SAFETY DUE TO DEPREDATION BY GRAY WOLVES IN CLOSE PROXIMITY TO RURAL RESIDENTS

WHEREAS, the Plumas County Board of Supervisors declares a local emergency concerning the presence of gray wolves in the county. According to California Fish and Wildlife records, since December 1, 2024, Plumas County livestock producers have lost 14 head of livestock to confirmed wolf attacks. These killings have occurred close to rural residents, posing a significant threat to public safety; and

WHEREAS, these incidents are increasing, with March of 2025 having 3 confirmed depredations, more than any other month since records have been kept; and

WHEREAS, these wolves have shown a lack of fear towards humans, attacking livestock near homes where both adults and children are present. Recent incidents have shown that the wolves killed cattle without feeding on them, suggesting reasons beyond hunger. This behavior poses an imminent danger to local livestock producers and the families living and working on affected properties; and

WHEREAS, no effective means to protect the public or livestock from these wolves currently exists; and

WHEREAS, the County of Plumas finds the following threat to public safety:

Extreme peril to the safety of persons and property has arisen due to the presence of gray wolves posing an emergency threat to public safety.

Persistent wolf attacks have led to devastating losses for livestock producers.

WHEREAS, without timely, practical, and locally informed solutions, individuals may feel compelled to take unregulated actions to protect their property and safety, jeopardizing both wildlife and public trust; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists throughout Plumas County due to a significant threat to public safety due to depredation by gray wolves in close proximity to rural residents within the County of Plumas.

BE IT FURTHER RESOLVED that the Board respectfully requests that the California Fish and Game Commission, in coordination with the Governor of California and the California Department of Fish and Wildlife, initiate immediate regulatory changes to grant sheriffs the authority to investigate wolf incidents and declare a specific gray wolf a public safety threat, thereby authorizing its removal under clearly defined and lawful procedures; and

BE IT FURTHER RESOLVED that the Board respectfully requests that the U.S. Fish and Wildlife Service coordinate with the California Department of Fish and Game, on immediate regulatory changes to grant sheriffs the authority to investigate wolf incidents and declare a specific gray wolf a public safety threat, thereby authorizing its removal under clearly defined and lawful procedures; and

BE IT FURTHER RESOLVED, that Plumas County is requesting the intervention of the California Department of Fish and Wildlife and United States Fish and Wildlife, to address this rapidly evolving issue. Authorities are requested to consider euthanizing or relocating problem wolves to prevent livestock losses and ensure the safety of the general public, tourist, and recreationist in affected communities.

BE IT FURTHER RESOLVED that this resolution is not a call for widespread lethal control, but a request for the establishment of reasonable, focused tools that allow rural communities to respond to legitimate threats in a responsible and lawful manner.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 15th day of April 2024, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kevin Goss, Supervisor - District 2, Chair** **Dwight Ceresola, Supervisor - District 1**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Approve and authorize Chair to sign a Letter of Support to Director Bonham regarding the Urgent Need for Local Public Safety Response Options in Gray Wolf Management; discussion and possible action.**

Recommendation:
Approve and authorize Chair to sign a Letter of Support to Director Bonham regarding the Urgent Need for Local Public Safety Response Options in Gray Wolf Management; discussion and possible action.

Background and Discussion:
Since 2024, Plumas County has had 14 confirmed wolf depredations, 13 of those occurred on private property. The stress, fear, and financial harm of wolves in the region extends well beyond the pastures the direct losses that are found to indirect animal welfare and productivity losses (e.g weight loss, reduced conception rates).

Wolves have been reported approaching ranch homes, outbuildings, and corrals. Ranchers checking on cattle at night now hesitate to leave their trucks, fearing wolf encounters. These predators are losing their natural fear of humans, which poses a serious safety risk to rural families, workers, and visitors.

Action:

Approve and authorize Chair to sign a Letter of Support to Director Bonham regarding the Urgent Need for Local Public Safety Response Options in Gray Wolf Management; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Bonham, Chuck Gray Wolf 040825

OFFICE OF THE
BOARD OF SUPERVISORS
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
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DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTIRCT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

April 15, 2025

Director Chuck Bonham
California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

RE: Urgent Need for Local Public Safety Response Options in Gray Wolf Management

Dear Director Bonham,

On behalf of Plumas County, we are writing to express our deep concerns about the ongoing and escalating impacts of gray wolves on rural communities and livestock producers in Northern California. While we understand and support the importance of wildlife conservation, the unchecked expansion of gray wolf populations into working ranch lands and rural communities has created a growing public safety issue that must be addressed with practical, local solutions.

Since 2024, Plumas County has had 14 confirmed wolf depredations, 13 of those occurred on private property. The stress, fear, and financial harm of wolves in the region extends well beyond the pastures the direct losses that are found to indirect animal welfare and productivity losses (e.g weight loss, reduced conception rates).

Wolves have been reported approaching ranch homes, outbuildings, and corrals. Ranchers checking on cattle at night now hesitate to leave their trucks, fearing wolf encounters. These predators are losing their natural fear of humans, which poses a serious safety risk to rural families, workers, and visitors.

It is deeply concerning that the reintroduced gray wolf currently enjoys more legal protection than people when it comes to the destruction of private property, specifically, livestock. Ranchers and rural families face financial and emotional hardship when wolves kill or maim their animals, yet they are prohibited from taking reasonable action to defend their property and livestock without facing criminal or civil penalties. While the gray wolf is fully protected under both state and federal law, there is little to no recourse for the individuals suffering the consequences of its presence. This imbalance sends a troubling message: that the life of a predator holds more legal value than the livelihood and safety of the people who live and work on the land.

This increase in gray wolf populations in the region impacts beyond ranching to recreation and tourism. The increase in wolf populations has led to higher predation on big game species, resulting in reduced wildlife populations, which negatively impacts local tourism, particularly hunting, a crucial source of economic revenue for our rural communities.

Our concern is that a clear, responsible management plan is not established, and if the citizens of Northern California feel their concerns and experiences are not being taken seriously, we may see individuals begin to take matters into their own hands. That path could lead to unregulated actions and significant damage to both wildlife and community trust. Something needs to done.

Plumas County believes that empowering county elected officials, such as Sheriff's who are directly accountable to their constituents and understand local values and economic necessities, is the most appropriate path forward. These officials are best positioned to evaluate public safety risks and take appropriate, measured actions when specific wolves pose a threat to people or property.

Therefore, we respectfully ask you to encourage Secretary Crowfoot and Governor Newsom to work with the California Fish and Game Commission to initiate regulatory changes. Specifically, that California Sheriffs be granted the authority to investigate gray wolf incidents and, when appropriate, declare a specific animal a public safety risk, thereby authorizing its removal, just as is currently allowed for black bears and mountain lions.

Communities and ranchers must be given the tools to defend themselves. A balanced, common-sense approach is not just reasonable, it's necessary.

Sincerely,

Kevin Goss
District 2 Supervisor
Chair, Plumas County Board of Supervisors

Cc: Kevin Kiley, California Congressman, 3rd District
Heather Hadwick, California Assemblywomen,1st District
Megan Dahle, California Senator, 1st District
Doug LaMalfa, California Congressman, 3rd District

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tom McGowan, Supervisor - District 3**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Proposal of Entertainment Zone creation within Chester; discussion and direction to staff.**

Recommendation:

Proposal of Entertainment Zone creation within Chester; discussion and direction to staff.

Background and Discussion:

This bill would, instead, define entertainment zone as a zone created by a city, county, or city and county ordinance on or after January 1, 2025, that authorizes consumption of one or more types of alcoholic beverages on public streets, sidewalks, or public rights-of-way. The bill would additionally authorize any city, county, or city and county to establish an entertainment zone, subject to the above-described requirements. Before enacting an ordinance to establish or modify an entertainment zone, the bill would require a city, county, or city and county to notify local law enforcement and request feedback about specific information, including, among others, the entertainment zones proposed boundaries and days and hours of operation. The bill would require a city, county, or city and county that establishes an entertainment zone, or its designated subordinate officer or body, to review the operation of the entertainment zone every 2 years following the adoption of the entertainment zone, as specified, and to make any reports produced during the review available to the department upon request.

Action:

Proposal of Entertainment Zone creation within Chester; discussion and direction to staff.

Fiscal Impact:

No General Fund Impact, discussion item only.

Attachments:

1. Item 5.D Redacted

Hiskey, Allen

From: McGowan, Tom
Sent: Wednesday, April 9, 2025 3:10 PM
To: Hiskey, Allen
Subject: FW: Proposal for designation of entertainment zone Chester.
Attachments: favicon.ico

Allen:
This is what I am requesting for discussion and possible direction to staff.

Tom McGowan
Supervisor District 3

From: McGowan, Tom
Sent: Sunday, February 16, 2025 12:10 PM
To: Ferguson, Tracey <TraceyFerguson@countyofplumas.com>
Subject: FW: Proposal for designation of entertainment zone Chester.

Tracey:
Is this possible for Chester? What would have to be done and by whom?
Than you for your input,

Tom McGowan
Supervisor District 3

From: Tom McGowa[redacted]
Sent: Sunday, February 16, 2025 11:57 AM
To: McGowan, Tom [redacted]
Subject: Fwd: Proposal for designation of entertainment zone Chester.

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---------- Forwarded message ---------
From: **John Outland**[redacted]
Date: Mon, 27 Jan 2025 at 14:34
Subject: Proposal for designation of entertainment zone Chester.
To:[redacted]

1

Attn:
Tom McGowan,
I would like to make a proposal for designation of an "Entertainment Zone" along the entire Main Street of Chester starting at Airport road heading East along highway36/Main street to end where the Chester city limit ends on the far east side of the Bidwell house and Olsen Barn. This is concurrent with SB969 designation of "Entertainment Zones" and ABC law on "entertainment zones"
Designating this city ordinance during specific days and times should include special events surrounding holiday weekends and day of for holidays mid week "ie. July 4".
Fridays and Saturdays should be incorporated to include unscheduled events such as chamber of commerce, craft fairs, historical tours, art walks etc.. the hours of availability should range from 10am until 8pm to incorporate a broad range of events without disturbances or nuisance.
This ordinance would be crucial for the growth of business, tourism and development following the detrimental years of covid 19, high inflation and lack of economic investment into our local economy.
This designation would allow for all businesses inside of this designated area to thrive and help grow our local economy.

Attached are references to view the associated bills regarding designation of entertainment zones, the laws backing it and the proper steps to move forward.
I urge you to consider this designation to establish an ordinance and help grow our local community.

Please reach out with any questions
Scott Outland

https://www.abc.ca.gov/licensing/entertainment-zone-participation/frequently-asked-questions/#:~:text=An%20entertainment%20zone%20is%20a,during%20specified%20days%20and%20hours.

Ca Bill SB 969

Bill Text - SB-969 Alcoholic beverages: entertainment zones: consumption.
legislature.ca.gov

What is an entertainment zone?

An entertainment zone is a defined public area (e.g., public roadway, sidewalk, etc.) within a local jurisdiction that allows for the open consumption of specified alcoholic beverages during specified days and hours.

How are entertainment zones established?

Entertainment zones are established by a city, county, or city and county ordinance.

How does the establishment of an entertainment zone affect ABC licensees?

"Entertainment zone" means a zone created by a city, county, or city and county ordinance on or after January 1, 2025, that authorizes consumption of one or more types of alcoholic beverages on public streets, sidewalks, or public rights-of-way. Amended by Stats 2024 ch 869 (SB 969),s 1, eff.

https://casetext.com

[Effective 1/1/2025] "Entertainment zone", Cal. Bus. & Prof. Code § 23039.5 - Casetext

25690. A city, county, or city and county that establishes an entertainment zone shall do both of the following:

(a) Establish a process or procedure by which persons in possession of alcoholic beverages in the entertainment zone may be readily identifiable as being 21 years of age or older.

(b) Upon establishing or modifying the entertainment zone, provide all of the following to the department:

(1) A copy of the ordinance establishing or modifying the entertainment zone.

(2) Information as may be necessary to identify the boundaries of the entertainment zone.

(3) The days and hours of operation of the entertainment zone.

(4) The types of alcoholic beverages permitted within the entertainment zone.

25692. (a) Before enacting an ordinance to establish or modify an entertainment zone, a city, county, or city and county shall notify local law enforcement and request feedback about both of the following:

(1) Potential health and safety impacts that might be generated by the entertainment zone and strategies to mitigate those impacts.

(2) The entertainment zone's proposed boundaries, days and hours of operation, types of alcoholic beverages permitted, and approved nonglass and nonmetal containers.

(b) A city, county, or city and county that establishes an entertainment zone, or its designated subordinate officer or body, shall review the operation of the entertainment zone every two years following the adoption of the entertainment zone to ensure that the entertainment zone is being maintained in a manner that protects the health and safety of the general public. This review shall be

SEC. 7. Section 25692 is added to the Business and Professions Code, to read:

25692. (a) Before enacting an ordinance to establish or modify an entertainment zone, a city, county, or city and county shall notify local law enforcement and request feedback about both of the following:

(1) Potential health and safety impacts that might be generated by the entertainment zone and strategies to mitigate those impacts.

(2) The entertainment zone's proposed boundaries, days and hours of operation, types of alcoholic beverages permitted, and approved nonglass and nonmetal containers.

(b) A city, county, or city and county that establishes an entertainment zone, or its designated subordinate officer or body, shall review the operation of the entertainment zone every two years following the adoption of the entertainment zone to ensure that the

containers licensees use for purposes of participating in an established entertainment zone?

Yes. Alcoholic beverages purchased at the licensed premises may not leave the premises in an open glass or metal container.

Are there restrictions on the days and hours that licensees may participate in an established entertainment zone?

The ordinance establishing the entertainment zone will specify the days and hours of the entertainment zone. Participating licensees may only exercise their entertainment zone privileges during these specified days and hours and only if they do not conflict with any operating conditions that are contrary to the specified days and hours.

SB-969 Alcoholic beverages: entertainment zones: consumption.

(2023-2024)

Senate 1st Cmt 2nd 3rd Pass Pass

Assembly 1st Cmt 2nd 3rd Pass Chp

Bill Status

Measure:	SB-969
Lead Authors:	Wiener (S)
Principal Coauthors:	Haney (A) , Lee (A) , Pellerin (A)
Coauthors:	-
Topic:	Alcoholic beverages: entertainment zones: consumption.
31st Day in Print:	02/25/24
Title:	An act to amend Sections 23039.5, 23357, 23358, 23396, and 25690 of, and to add Sections 25691 and 25692 to, the Business and Professions Code, relating to alcoholic beverages.
House Location:	Secretary of State

Sent from my iPhone

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kevin Goss, Supervisor - District 2, Chair** **Mimi Hall, Supervisor - District 4, Vice-Chair**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**Receive and Review Principals & Priorities for Use of Dixie Fire PG&E Settlement Funds; direction to staff and possible action.**

Recommendation:

Receive and Review Principals & Priorities for Use of Dixie Fire PG&E Settlement Funds; direction to staff and possible action.

Background and Discussion:

On January 17, 2023, Plumas County was among ten public entities to reach a collective settlement with PG&E, with $7.8 million to make whole Plumas County's losses as they relate public entities' civil legal damages, including public and natural resource damages, staff and labor time, damages to pavement and roads, lost revenue, increased expenses, and other damages caused by the Dixie Fire. Gretchen Stuhr, Plumas County Counsel stated in a release to the Plumas News, "The allocated portion of the settlement proceeds will in no way make the entities whole following the devastation caused by the Dixie and Fly Fires but will assist the County in its recovery."

On October 17, 2023, the County Administrative Officer provided a presentation proposing possible allocation of settlement funds to address county stability, hazard mitigation and recovery. Included in the presentation was a list of the County's "Unreimbursed Expenditures to Date", totaling approximately $6.8 million. No allocation or policy decisions were made at that time.

On July 16, 2024, with only $10,000 of settlement funds spent to date for feral cat spay and neuter clinics in the burn scar area, the Board approved the formation of an Ad Hoc Committee make recommendations on the allocation and expenditure of the County's Dixie Fire Settlement Funds, with a hopeful eye towards an expenditure plan, developed in partnership with key Dixie

Fire stakeholders, that would be included in the final Fiscal Year 2024-2025 Budget to be adopted by the end of September, 2024.
Now, more than two years after a settlement agreement was reached with PG&E for the County's damages as a result of the Dixie Fire, it is essential that an expenditure plan for these settlement funds be included in the Fiscal Year 2025-2026 Budget that will soon be under development.

A final determination of actual funds available for allocation, after required distributions to FEMA, OES and County Departments, will rest with the County Auditor and will be identified as part of the upcoming Fiscal Year (FY) 2024-2025 budget development process.

The following Principles and Priorities are intended to provide a foundational framework to ensure that the County's available PG&E Dixie Fire Settlement Funds approved in the FY 2024-2025 county budget are spent strategically, in a manner that is in keeping with the role and function of local government, prioritizes the original purpose of offsetting public entity damages, and has a level of oversight that ensures the highest levels of fiscal responsibility and transparency.

Principles
1. Restore the County's stability and capacity to protect its future sustainability and resilience.
2. Avoid duplication of funding – for example, several entities have already received funds from the $17 million North State District Attorneys Settlement that may not be fully expended.
3. Value Readiness – projects with extensive structure, planning, partnerships, data collection and community feedback are likely to have a higher level of readiness and impact. Collaborative efforts also maximize impact, share resources, and ensure broad community support. Make decisions informed by extensive planning and recommendations in efforts such as the Dixie Fire Long Term Recovery Plan and the January 2025, Implementation Strategy for the Recovery and Rebuilding of Greenville and Canyon Dam.
4. Optimize and Leverage Funds – Settlement dollars should be used to match or attract additional funding from state, federal and private sources to maximize the total resources available for recovery and redevelopment.
5. Ensure Transparency and Accountability – The expenditure of funds should be transparent, with clear reporting mechanisms, community input, and oversight to ensure responsible spending and alignment with established priorities. Reporting should be required for payments made based on deliverables, benchmarks and actual expenditures, rather than up front or lump sum awards.

Priorities
1. Restore County Losses and Service Capacity to Increase Organizational Resilience
2. Invest in County Infrastructure and Capital Needs in County owned facilities with high potential for ongoing economic return on investment such as the Plumas-Sierra County Fairgrounds
3. Support Civic Infrastructure in communities most impacted by the Dixie Fire
4. Support Housing Recovery and Development in communities most impacted by the Dixie Fire

The Dixie Fire Settlement would ideally be enough to restore public losses and support all of local government's and Dixie Fire impacted communities' civic recovery and resilience needs. However, limited funds require the Principles and Priorities framework proposed at this time to guide responsible use of these funds, for the greatest impact, with the least amount of duplication and with a high level of transparency and accountability.

Action:

PG&E Dixie Fire Expenditures Principals & Priorities; discussion and possible action or staff direction.

Fiscal Impact:

Impact to the Dixie Fire Settlement Fund; potential impact (relief) to the General Fund and County Departments with losses as a result of the Dixie Fire.

Attachments:
1. BOS Agenda Memo Item No. 5.G
2. PGE Settlement Funds Prinicples and Priorities
3. PGE Settlement Discussion_10_17_23 2
4. Board of Supervisors Plumas County 01-21-2025 Staff Memo
5. dixie-fire-impact-report-v.5-final
6. Dixie Fire Settlement 1 year Summary May 2023

OFFICE OF THE
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Phone:(530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTIRCT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

To:	**Honorable Board of Supervisors**
From:	**Kevin Goss, Chair** **Mimi Hall, Vice Chair**
Meeting Date:	**April 15, 2025**
Subject:	**Receive and Review Principles and Priorities for Use of Dixie Fire PG&E Settlement Funds; Discussion, direction to staff and possible action.**

Recommendation

Receive and Review Principles and Priorities for Use of Dixie Fire PG&E Settlement Funds; Discussion, direction to staff and possible action.

Background and Discussion

On January 17, 2023, Plumas County was among ten public entities to reach a collective settlement with PG&E, with $7.8 million to make whole Plumas County's losses as they relate public entities' civil legal damages, including public and natural resource damages, staff and labor time, damages to pavement and roads, lost revenue, increased expenses, and other damages caused by the Dixie Fire. Gretchen Stuhr, Plumas County Counsel stated in a release to the Plumas News, "The allocated portion of the settlement proceeds will in no way make the entities whole following the devastation caused by the Dixie and Fly Fires but will assist the County in its recovery."

On October 17, 2023, the County Administrative Officer provided a presentation proposing possible allocation of settlement funds to address county stability, hazard mitigation and recovery. Included in the presentation was a list of the County's "Unreimbursed Expenditures to Date", totaling approximately $6.8 million. No allocation or policy decisions were made at that time.

On July 16, 2024, with only $10,000 of settlement funds spent to date for feral cat spay and neuter clinics in the burn scar area, the Board approved the formation of an Ad Hoc Committee make recommendations on the allocation and expenditure of the County's Dixie Fire Settlement Funds, with a hopeful eye towards an expenditure plan, developed in partnership with key Dixie

Fire stakeholders, that would be included in the final Fiscal Year 2024-2025 Budget to be adopted by the end of September, 2024.

Now, more than two years after a settlement agreement was reached with PG&E for the County's damages as a result of the Dixie Fire, it is essential that an expenditure plan for these settlement funds be included in the Fiscal Year 2025-2026 Budget that will soon be under development.

A final determination of actual funds available for allocation, after required distributions to FEMA, OES and County Departments, will rest with the County Auditor and will be identified as part of the upcoming Fiscal Year (FY) 2024-2025 budget development process.
The following ***Principles*** and ***Priorities*** are intended to provide a foundational framework to ensure that the County's available PG&E Dixie Fire Settlement Funds approved in the FY 2024-2025 county budget are spent strategically, in a manner that is in keeping with the role and function of local government, prioritizes the original purpose of offsetting public entity damages, and has a level of oversight that ensures the highest levels of fiscal responsibility and transparency.

Principles

1. Restore the County's stability and capacity to protect its future sustainability and resilience.
2. Avoid duplication of funding – for example, several entities have already received funds from the $17 million North State District Attorneys Settlement that may not be fully expended.
3. Value Readiness – projects with extensive structure, planning, partnerships, data collection and community feedback are likely to have a higher level of readiness and impact. Collaborative efforts also maximize impact, share resources, and ensure broad community support. Make decisions informed by extensive planning and recommendations in efforts such as the Dixie Fire Long Term Recovery Plan and the January 2025, Implementation Strategy for the Recovery and Rebuilding of Greenville and Canyon Dam.
4. Optimize and Leverage Funds – Settlement dollars should be used to match or attract additional funding from state, federal and private sources to maximize the total resources available for recovery and redevelopment.
5. Ensure Transparency and Accountability – The expenditure of funds should be transparent, with clear reporting mechanisms, community input, and oversight to ensure responsible spending and alignment with established priorities. Reporting should be required for payments made based on deliverables, benchmarks and actual expenditures, rather than up front or lump sum awards.

Priorities

1. Restore County Losses and Service Capacity to Increase Organizational Resilience
2. Invest in County Infrastructure and Capital Needs in County owned facilities with high potential for ongoing economic return on investment such as the Plumas-Sierra County Fairgrounds
3. Support Civic Infrastructure in communities most impacted by the Dixie Fire
4. Support Housing Recovery and Development in communities most impacted by the Dixie Fire

The Dixie Fire Settlement would ideally be enough to restore public losses and support all of local government's and Dixie Fire impacted communities' civic recovery and resilience needs. However, limited funds require the Principles and Priorities framework proposed at this time to guide responsible use of these funds, for the greatest impact, with the least amount of duplication and with a high level of transparency and accountability.

Action

Receive and Review Principles and Priorities for Use of Dixie Fire PG&E Settlement Funds; Discussion, direction to staff and possible action.

Fiscal Impact

Impact to the Dixie Fire Settlement Fund; potential impact (relief) to the General Fund and County Departments with losses as a result of the Dixie Fire.

Attachments

PGE Settlement Discussion_10_17_23 2.pdf
Board of Supervisors • Plumas County Agendas & Minutes • CivicClerk; 01-21-25 Staff Memo
dixie-fire-impact-report-v.5-final.pdf
Dixie Fire Settlement 1 year Summary May 2023.pdf

Principles and Priorities

Expenditure of PG&E Public Entity Settlement Funds

April 15, 2025

Plumas County Board of Supervisors

Goals

- Set Principles and Priorities for expenditure and allocation of PGE Dixie Fire Settlement Funds
- Recognize the purpose and intent of the settlement agreement funds
- Use Principles and Priorities as guideposts for approving future expenditures and allocations from this fund

PG&E Dixie Fire Settlement to the County of Plumas

- $7.8 million for its damages as a public entity, which included public and natural resources, pavement and roads, lost revenue, increased expenses, and other losses caused by the Dixie fire.
- According to then Plumas County Counsel Gretchen Stuhr, “The allocated portion of the settlement proceeds will in no way make the entities whole following the devastation caused by the Dixie and Fly Fires but will assist the County in its recovery.”
- The settlement agreement requires repayment of funds to FEMA and OES, reducing available funds
- Expenditures and encumbrances to date include $10,000 for spay/neuter clinics and $440,919.28 (including salary and benefits) to fund a Recovery Coordinator position through June 30, 2028.

North State District Attorney Settlement

- $17 million in awards to Plumas County organizations
- Separate from the PG&E public entity settlement
- These funds could not be directed to offset actual damages nor could they be allocated to a public entity
- This settlement also included Direct Payments for Community Recovery, a program allowing homeowners and occupants of lost homes to receive expedited settlement payments. As of 4/28/23, $46.6 million was paid across 153 claims.

Principles

1. Restore the County's stability and capacity
2. Avoid duplication of funding
3. Value Readiness
4. Optimize and Leverage Funds
5. Ensure Transparency and Accountability

Priorities

1. Restore County Losses and Service Capacity to Increase Organizational Resilience
2. Invest in County Infrastructure and Capital Needs in County owned facilities with high potential for ongoing economic return on investment such as the Plumas-Sierra County Fairgrounds
3. Support Civic Infrastructure in communities most impacted by the Dixie Fire
4. Support Housing Recovery and Development in communities most impacted by the Dixie Fire

Recommended Action

Receive and Review Principles and Priorities for Use of Dixie Fire PG&E Settlement Funds; Discussion, direction to staff and possible action.

The Dixie Fire Settlement would ideally be enough to restore public losses and support all of local government's and Dixie Fire impacted communities' civic recovery and resilience needs. However, limited funds require the Principles and Priorities framework proposed at this time to guide responsible use of these funds, for the greatest impact, with the least amount of duplication and with a high level of transparency and accountability.

PG&E $7.8 Million Settlement Discussion

County Stability, Hazard Mitigation, Recovery

Settlement Language for $7.8 million for County of Plumas

- “Public entities’ civil legal damages including public and natural resource damages, staff and labor time, damages to pavement and roads, lost revenue, increased expenses and destroyed structures, infrastructure.”

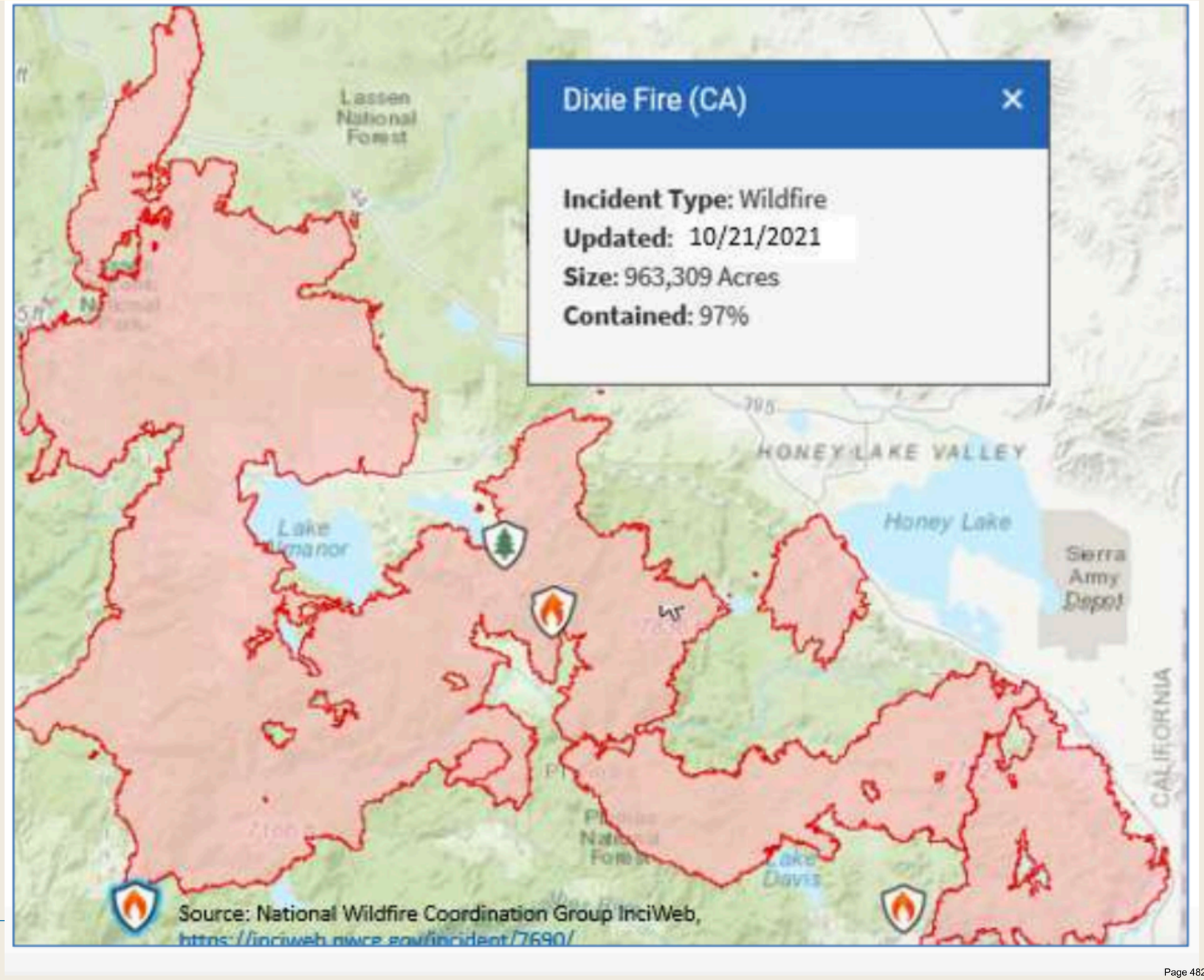
Goal of Discussion

- PURPOSE - Establish a policy regarding the use of the PG&E Settlement Fund
- POLICY SCOPE - This Policy would set forth the general process and parameters the County may utilize to determine the use of the PG&E Settlement Fund.
- BACKGROUND - The County received a $7.8 million settlement revenue after attorney's fees, trailing cost hold-backs, CalOES & FEMA match.
- POLICY PROPOSAL - The Dixie Fire caused immeasurable damage to Plumas County and its residents. To begin addressing these impacts and working to mitigate the risks of future disasters, PG&E Settlement Funds should be used for ***County stability, hazard mitigation*** *and* ***recovery.*** Recognizing that there are more worthy projects and uses of the PG&E Settlement Fund than there are funds available, projects that address direct impacts from the Dixie Fire, leverage outside funds and/or have a high level of urgency will be given priority.

Fund Proposals Could Include the Following:

- Total cost;
- Priority area(s) that the project falls under (***County stability, hazard mitigation*** *and* ***recovery)***
- Project description;
- Direct or indirect impact to County functions from the Dixie Fire (if applicable)
- Other funds leveraged (if applicable)
- Project urgency; and
- Long-term financial plan (if applicable)

Dixie Wildfire



Confusion About County Settlement(s) $17 million & $7.8 million

- There were two settlements that the County was directly involved in: **one was a civil prosecution** by the District Attorneys of Plumas, Lassen, Tehama, Shasta and Butte counties for nearly $30 million of which **$17 million went to Plumas County.** The choice was made to pursue a civil prosecution because the maximum fine would have been only $329,417, according to DA David Hollister in his one-year look-back published in May 2023.
- **This is separate from the settlement reached by the County of Plumas through its County Counsel's office for $7.8 million** to make whole the county's losses as they relate "public entities' civil legal damages including public and natural resource damages, staff and labor time, damages to pavement and roads, lost revenue, increased expenses and destroyed structures, infrastructure." This is a quote from the settlement announcement that occurred January 17, 2023. One of the outside attorneys who handled the case will elaborate on this at a future meeting.

Dixie Fire Criminal Case Settlement Update – As Reported by District Attorney David Hollister May 2023 - $17 million

- **$17 million to organizations.** "This demonstration of support was accomplished by an agreement where PG&E would make $17 million in good-faith contributions to Plumas County organizations **as directed by the Plumas County District Attorney.** "
- These awards could not be used to offset actual damages nor could they be directed to a public governmental entity
- There is an excellent review of this award online at The Plumas News called "Dixie Fire Criminal Case Settlement Update - 1 Year Later" on May 31, 2023
- Also negotiated was the **Direct Payments for Community Recovery - DPCR.** As of April 28, 2023, the DPCR has shown the following results:
- **153 claims** with the average days from claim to payment of 60 days.
- Total paid in DPCR Program: **$46.6 million with the range of payments from: $55,000-$1.96 million**

Plumas County Entities Who Received the $17 Million in Funding

- Plumas County Fire Safe Council - $5 million
- Dixie Fire Collaborative - $3 million
- Plumas County Office of Ed - $2 million
- Feather River College - $2 million
- Sierra Institute - $1 million
- Plumas County Special Districts - $1 million split evenly $50,000 per agency and included Beckwourth FPD & Portola FD; Buck Lake FD, Chester FD, Crescent Mills FPD; Eastern Plumas Rural PD; Graeagle FPD; Greenhorn Creek FD; Hamilton Branch and Peninsula FPD; Indian Valley FPD; La Porte FPD; Long Valley FPD; Meadows Valley FD; Plumas Eureka FD; Prattville and Lake Almanor West; Quincy FD; Sierra Valley FPD; Gold Mountain CSD
- Plumas County Search & Rescue - $500,000
- Plumas Rural Services - $250,000
- Plumas Crisis Intervention & Resource Center - $250,000
- Plumas Co Sierra Fair Foundation - $200,000
- Plumas Co Fish & Game Comm. - $200,000
- Maidu Summit Consortium - $200,000

Plumas County Entities Who Received Funding Continued ...

- Chambers & Rotary Split $1.2 million
- $1 million went to Chambers. These included: Indian Valley Chamber, Quincy Chamber, Lake Almanor Chamber, Lost Sierra Chamber
- $200,000 to Rotary clubs. These included: Greenville Rotary, Chester Rotary, Portola Rotary

Estimated Breakdown of civil suit by Plumas County for damage to County property $7.8 million

- **10 public entities were included in a $24 million settlement** including Plumas, Lassen, Butte, Shasta and Tehama counties; as well as the City of Susanville, Plumas District Hospital, Chester Public Utility District, Honey Lake Valley Recreation Authority and Herlong Public Utility district.
- $10,302,851.26 million has been received by Plumas County and now sits in the Plumas County Dixie Wildfire Settlement Fund
- ATTORNEY FEES were18%
- OES/FEMA awards TBA
- **TOTAL AWARD** per the Settlement Statement to the County of Plumas: **$7,799,184.84**
- We are awaiting further instruction on the OES/FEMA awards.
- To date, $10,000 has been spent of the funds for the Feral Cat Spay/Neuter Clinic due to the proliferation of cats throughout the county due to the Dixie Fire. This occurred Oct. 14.

Revenue Received Thus Far Beyond the Settlement

- **Property Tax Backfill** - Plumas County received **$982,926 i**n backfill for property tax years 2021-22 and 2022-23. This is revenue that regularly funds County operations.
- There is no more backfill available.
- **Insurance Funds for Property Loss** - $2.2 million which includes $500,000 for a destroyed grader. Negotiations are ongoing with the insurance companies regarding the worth of County buildings and yards that were destroyed. We are about $1 million a part in that discussion. It is expected to be resolved within 60 days.

FIRE RECOVERY GRANTS SUMMARY (10.17.23)

NAME/DESCRIPTION	AMOUNT	MATCH	TIMEFRAME
1. California Department of Water Resources (DWR) Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Plan Grant *Indian Valley Community Services District North Main Water Line Project*	$304,000	None	Awarded/In Process
2. California Department of Water Resources (DWR) Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Plan Grant *Indian Valley Community Services District North Main Extension Water Line Project*	$143,697	None	Awarded/In Process
3. California Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Community Development Block Grant Coronavirus Rounds 2 and 3 (CDBG-CV2-3) Coronavirus Aid, Relief, and Economic Security (CARES) Act *Microenterprise Business Assistance and Recovery Forgivable Loan Program*	$409,462	None	Awarded/In Process
4. American Rescue Plan Act (ARPA) *Business Assistance and Recovery Grants Program*	$540,000	None	Awarded/In Process
5. Economic Development Administration (EDA) *Plumas County Broadband Strategic Planning*	$125,000	20%	Awarded/In Process
6. Economic Development Administration (EDA) Public Works and Economic Adjustment Assistance (PWEAA 2022) *Recovery Assistance with Economic Development Focus*	$140,000	In-Kind $49,500	Awarded/In Process
7. California Public Utilities Commission (CPUC) Local Agency Technical Assistance Grant *Broadband Network Design*	$500,000	None	Awarded/In Process
8. Rural Community Assistance Corp (RCAC) Building Rural Economies (BRE) Rural Capacity Building (RCB) Grant *Recharge Our Community's Economy (ROCE) Workshop Series in Chester and Implementation of the Recreation Economy for Rural Communities (RERC) Quincy Action Plan*	$75,000	20% ($15,000 staff in-kind)	Awarded/Kicking Off
9. California Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Annual Economic Development Grant *Greenville Economic Development funding for businesses equipment and supplies*	$750,000	None	Awarded/Kicking Off

$28.1 million in grant awards to date

Smart Growth

Sustainable Communities

BRE's Smart Growth focus builds the capacity of local partner organizations to identify, plan and implement catalytic community economic development projects. The community workshops, training and technical assistance BRE staff provide throughout this process empower partner organizations and their communities to build economic resiliency and create long-term sustainability.

Activities

- Recharge Our Community's Economy (ROCE) Workshop Series
- Leadership Institute
- Board Training
- Strategic Action Planning
- Partnership Development
- Grant Planning
- Capital Campaign Development
- Asset Mapping
- Project Feasibility Analysis

Entrepreneurial Ecosystems

BRE's Entrepreneurial Ecosystems focus builds the capacity of local partner organizations to develop and expand entrepreneurial ecosystems. The small business workshops, training and technical assistance BRE staff provide throughout this process increase the resources partner organizations have available to help entrepreneurs achieve their business startup and expansion goals.

Activities

- Start, Grow, Revive Your Business (SGR) Workshop Series
- Business Planning
- Budgets Development
- BreakEven Analysis
- Developing a Business Pitch
- Staffing Plan Development

Cover Photo: Tammy Eckhardt, owner of Sew Pieceful Quilt Shop in Lewistown Montana.

Business Support

BRE's Small Business Coaching focus provides targeted technical assistance to new and existing small businesses and non-profits that need direct coaching to improve operational sustainability, plan for the future and access capital needed to grow. These direct services help provide access to small business coaching in communities across the rural West.

Activities

- Demand & Unique Value Proposition Analysis
- Customer Identification
- Business Plan Preparation
- Operational & Management Skills Growth
- Systems Analysis & Implementation
- Marketing & Social Media Advertising
- Financial Analysis & Planning
- Training on Best Practices for Business Recovery

Economic Development Fellow for Quincy and Chester for up to 3 years

NAME/DESCRIPTION	AMOUNT	MATCH	TIMEFRAME
10. California Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Annual Planning Grant *Countywide Long-Term Recovery Plan Implementation*	$250,000	None	Awarded/Kicking Off
11. California Department of Housing and Community Development (HCD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Programs *Single Family Reconstruction: Owner Occupied Reconstruction Program and Rental Reconstruction and Single-Family Mitigation Set-Aside: Owner Occupied Home Hardening/Defensible Space and Rental Home Hardening/Defensible Space*	$24,408,000	None	Awarded/Kick Off Anticipated 2024
12. FEMA Building Resilient Infrastructure in Communities (BRIC 2022) *Plumas County Round Valley Reservoir Climate Adaptation and Nature Based Solutions (NBS) Project Planning & Scoping*	$500,000	10% Prepare CA	Conditional Award/ Under FEMA Review
13. California Energy Commission California Automated Permit Processing Program (Cal-APP) *Electric solar permit submittals possible with Plumas County Building Department*	$40,000	None	Application Submitted May 2023
14. Strategic Growth Council (SGC) Community Resilience Center (CRC) Planning Grant *Planning monies to design the construction of a neighborhood-level resilience center for Greenville to provide shelter and resources during climate and other emergencies and in other times CRC could include Greenville Library, Greenville Town Hall, General Business & Marketplace Cooperative, Maker Space & Sales Venue, and Community Kitchen & Food Processing uses.*	$500,000	Expected at 10-25%	Application Submitted September 2023
15. FEMA Hazard Mitigation Grant Program (HMGP) *Multi-Jurisdictional Hazard Mitigation Plan Update*	$333,200	10% Prepare CA Match	Application Submitted August 2023
16. FEMA Hazard Mitigation Grant Program (HMGP) *Wolf Creek Watershed Flooding Adaptation Advanced Assistance (mitigation for bank stabilization and erosion control) to protect people, property, and infrastructure along Wolf Creek*	$2,500,000	10% Prepare CA Match	Application Submitted August 2023
17. FEMA Hazard Mitigation Grant Program (HMGP) *Plumas County Ignition-Resistant Construction (Home Hardening Wildfire & Vegetation Management) and Defensible Space Project*	$2,567,410	10% Prepare CA Match	Application Submitted August 2023

$5,940,610 in anticipated grant awards

A Look at County of Plumas Agency Losses

- Property damage
- Replacement wages
- Hazard trees
- Pavement, roads
- Slides, debris in burn scar area
- Replacement buildings in Greenville
- Replacement equipment throughout the organization and contents (library, clinic, Town Hall, Sheriff’s Substation)

County Losses Uncovered to Date - A Public Works Department Example (this is still a work in progress)

Totals	460,482.67	108,169.64	62,569.68	158,125.34	$ 789,347.33		
				Reimbursed to date for work completed:	$ 219,848.58		
				Remainder of cost to date not reimbursed:	**$ 569,498.75**		
		Funds advanced by OES for future Work					
		Spot repairs to Greenville pavement (WO# 7240)			$ 290,179.76	Rec'd to Date	
		Spot repairs to Greenville sidewalks (WO #7240)			$183,885.46	Rec'd to Date	
					$ 474,065.22	Held in Special Cash Acct. - JE as work is completed.	
		Total Approved FEMA Obligations in Greenville to date			**$ 895,587.68**		
		Future Spot repairs to Greenville pavement (WO #7240)			$ 290,179.76		
		Future Spot repairs to Greenville sidewalks (WO #7240)			$ 605,407.92		

		Project		Labor Exp	Equipment Exp	Material Exp	Other Exp	Total Chg		Notes
2021-2022	FISCAL YEAR	2022								
	7204	Dixie Fire (General Admin. Or Engr. Costs)		106,687.61	11,784.86	4,957.40	0.00	$ 123,429.87		Rec'd Partial FEMA Obligation
	7210	Dixie Fire-Rush Creek Road		682.19	20.64	0.00	0.00	$ 702.83		
	7211	Dixie Fire-Belden Town Rd		220.37	4.13	0.00	0.00	$ 224.50		
	7212	Dixie Fire-Howells Road		1,295.02	678.88	0.00	0.00	$ 1,973.90		
	7213	Dixie Fire-Rich Bar Road		17,328.97	2,261.69	18,360.44	0.00	$ 37,951.10		Rec'd FEMA Obligation
	7214	Dixie Fire-Twain Store Road		450.56	4.13	0.00	0.00	$ 454.69		
	7215	Dixie Fire-Butterfly-Twain Road		5,068.17	1,118.68	0.00	0.00	$ 6,186.85		
	7216	Dixie Fire-Paxton Road		172.05	0.00	0.00	0.00	$ 172.05		
	7217	Dixie Fire-Indian Falls Roads		573.04	41.28	0.00	0.00	$ 614.32		
	7218	Dixie Fire-Keddie Resort Roads		433.72	4.13	0.00	0.00	$ 437.85		
	7219	Dixie Fire-Butterfly Valley Roads		992.98	74.30	0.00	0.00	$ 1,067.28		
	7220	Dixie Fire-Roundhouse Road		454.22	4.13	0.00	0.00	$ 458.35		
	7221	Dixie Fire-Old Haun Road		5,088.01	5,401.44	0.00	0.00	$ 10,489.45		
	7222	Dixie Fire-Old Highway (416,416B)		127.39	0.00	0.00	0.00	$ 127.39		
	7223	Dixie Fire-Setzer Camp Rd		420.31	16.51	0.00	0.00	$ 436.82		
	7224	Dixie Fire-Greenville Wolf Crk Rd		5,336.45	1,212.17	0.00	0.00	$ 6,548.62		
	7225	Dixie Fire- Round Valley & GV Rnd Vly Rd		5,821.89	1,240.35	0.00	0.00	$ 7,062.24		
	7226	Dixie Fire- Dixie Cany Rnd Vly Long Vly Rd		7,508.17	3,151.74	0.00	0.00	$ 10,659.91		
	7227	Dixie Fire- China Grade Rd		3,187.75	1,907.12	0.00	0.00	$ 5,094.87		
	7228	Dixie Fire- Mt. Hough Road		5,911.78	3,659.67	0.00	0.00	$ 9,571.45		
	7229	Dixie Fire- Pecks Valley Road		299.44	4.13	0.00	0.00	$ 303.57		
	7230	Dixie Fire- Williams Valley Rd		2,160.97	598.23	0.00	0.00	$ 2,759.20		
	7231	Dixie Fire- Prattville Butt Res Road		5,966.46	3,823.86	0.00	0.00	$ 9,790.32		
	7232	Dixie Fire- Humbug Road		6,943.13	5,323.73	0.00	0.00	$ 12,266.86		
	7233	Dixie Fire- Humbolt Road		2,970.93	626.35	0.00	0.00	$ 3,597.28		
	7234	Dixie Fire- Humbug Humbolt Cross Road		440.74	8.26	0.00	0.00	$ 449.00		
	7235	Dixie Fire- Chester Warner Valley Road		12,051.05	2,422.37	1,879.02	0.00	$ 16,352.44		
	7236	Dixie Fire- Digger Ravine Road		602.11	4.13	0.00	0.00	$ 606.24		
	7237	Dixie Fire- CR# 324		643.11	4.13	0.00	0.00	$ 647.24		
	7238	Dixie Fire- Indian Falls Paxton Rd		942.85	16.51	0.00	0.00	$ 959.36		
	7239	Dixie Fire- First Ave, Chester		430.49	20.64	0.00	0.00	$ 451.13		
	7240	Dixie Fire- Greenville - Main Town		22,686.81	1,555.05	567.71	83,302.36	$ 108,111.93		Rec'd Partial FEMA Obligation
	7241	Dixie Fire- Greenville - Landon Addition		4,705.58	57.79	0.00	0.00	$ 4,763.37		

	7241	Dixie Fire- Greenville - Landon Addition		4,705.58	57.79	0.00	0.00	$ 4,763.37		
	7242	Dixie Fire- Greenville - Hot Springs Road Area		3,119.07	41.28	0.00	0.00	$ 3,160.35		
	7243	Dixie Fire- Greenville - Hideaway Road		3,621.94	580.69	0.00	0.00	$ 4,202.63		
	7244	Dixie Fire- Juniper Lake Road		7,935.62	4,558.32	0.00	0.00	$ 12,493.94		
	7245	Dixie Fire- Seneca Road		15,315.47	11,497.27	0.00	0.00	$ 26,812.74		
	7246	Dixie Fire-Old Red Bluff Road		2,302.85	282.22	0.00	0.00	$ 2,585.07		
	7247	Dixie Fire- Beckwourth Genesee		10,213.10	3,936.05	943.68	0.00	$ 15,092.83		
	7248	Dixie Fire- Genesee - Indian Creek		3,633.50	978.11	0.00	0.00	$ 4,611.61		
	7249	Dixie Fire- Lights Creek Ln		1,623.17	4.13	0.00	0.00	$ 1,627.30		
	7250	Dixie Fire- Chester Landfill		3,369.39	532.45	50.00	0.00	$ 3,951.84		Rec'd FEMA Obligation
	7251	Dixie Fire- Chester Maintenance Yard		4,959.12	2,079.63	0.00	0.00	$ 7,038.75		Rec'd FEMA Obligation
	7252	Dixie Fire- Greenville Maintenance Yard		8,867.38	1,350.08	0.00	0.00	$ 10,217.46		
	7253	Dixie Fire- Genesee Road		4,184.93	701.51	0.00	0.00	$ 4,886.44		
	7254	Dixie Fire- North Valley Road		3,895.99	451.95	0.00	0.00	$ 4,347.94		
	7255	Dixie Fire- Diamond Mtn Road		20,881.75	5,768.68	943.68	0.00	$ 27,594.11		
	7256	Dixie Fire- North Arm Road		2,758.22	574.44	0.00	0.00	$ 3,332.66		
	7257	Dixie Fire- Grizzly Road		10,084.20	4,834.51	0.00	0.00	$ 14,918.71		
	7258	Dixie Fire- IVCSD - Greenville Fire Station		1,857.82	0.00	0.00	0.00	$ 1,857.82		
	7259	Dixie Fire-Stover Mtn. Ski Hill Road		1,536.48	261.58	0.00	0.00	$ 1,798.06		
	7260	Dixie Fire-Greenville Emergency Sheltering Mission		1,039.35	0.00	0.00	0.00	$ 1,039.35		
	7261	Dixie Fire-Hazard Tree Remvoal Program		5,525.52	363.22	0.00	0.00	$ 5,888.74		Rec'd Partial FEMA Obligation
	7262	Dixie Fire-Dotta Guidici Road		2,796.27	1,086.14	0.00	0.00	$ 3,882.41		
	7263	Dixie Fire-OES Base Camp - East Quincy		68.82	8.26	0.00	0.00	$ 77.08		
	7264	Dixie Fire-Greenville Reservation Road		92.98	0.00	0.00	0.00	$ 92.98		
	7265	Dixie Fire-Osprey Loop		3,289.25	568.35	1,879.02	0.00	$ 5,736.62		
	7266	Dixie Fire-Greenville Dump Road		137.64	0.00	0.00	0.00	$ 137.64		
	7267	Dixie Fire-County Road 322		185.96	0.00	0.00	0.00	$ 185.96		
	7268	Dixie Fire-County Road 322A		117.14	0.00	0.00	0.00	$ 117.14		
	7269	Dixie Fire-New Chester Dump Road		117.14	0.00	0.00	0.00	$ 117.14		
	7270	Dixie Fire-Goose Bay View Trail		117.14	0.00	0.00	0.00	$ 117.14		
	7271	Dixie Fire-5 County Legal		2,471.75	0.00	0.00	0.00	$ 2,471.75		
									Total =	**$ 555,116.49**

	7204	Dixie Fire (General Admin. Or Engr. Costs)		19,563.71	197.87	39.86	0.00	$ 19,801.44		
	7215	Dixie Fire-Butterfly-Twain Road		74.78	8.91	0.00	0.00	$ 83.69		
	7217	Dixie Fire-Indian Falls Roads		79.76	17.82	0.00	0.00	$ 97.58		
	7221	Dixie Fire-Old Haun Road		173.12	0.00	0.00	0.00	$ 173.12		
	7224	Dixie Fire-Greenville Wolf Crk Rd		586.72	221.03	0.00	0.00	$ 807.75		
	7225	Dixie Fire- Round Valley & GV Rnd Vly Rd		5,702.23	2,686.18	0.00	0.00	$ 8,388.41		
	7226	Dixie Fire- Dixie Cany Rnd Vly Long Vly Rd		3,093.81	1,116.76	0.00	0.00	$ 4,210.57		
	7228	Dixie Fire- Mt. Hough Road		163.19	149.84	0.00	0.00	$ 313.03		
	7229	Dixie Fire- Pecks Valley Road		11.18	0.00	0.00	0.00	$ 11.18		
	7230	Dixie Fire- Williams Valley Rd		170.71	35.64	0.00	0.00	$ 206.35		
	7235	Dixie Fire- Chester Warner Valley Road		988.06	610.82	0.00	0.00	$ 1,598.88		
	7240	Dixie Fire- Greenville - Main Town		11,449.34	369.89	23,385.22	1.98	$ 35,206.43		Rec'd Partial FEMA Obligation
	7241	Dixie Fire- Greenville - Landon Addition		725.03	49.53	0.00	0.00	$ 774.56		
	7242	Dixie Fire- Greenville - Hot Springs Road Area		240.36	0.00	0.00	0.00	$ 240.36		
	7243	Dixie Fire- Greenville - Hideaway Road		674.50	35.64	0.00	0.00	$ 710.14		
	7244	Dixie Fire- Juniper Lake Road		40.58	0.00	0.00	0.00	$ 40.58		
	7247	Dixie Fire- Beckwourth Genesee		345.56	113.16	0.00	0.00	$ 458.72		
	7248	Dixie Fire- Genesee - Indian Creek		5,172.24	1,740.08	95.56	0.00	$ 7,007.88		
	7251	Dixie Fire- Chester Maintenance Yard		4,150.97	44.55	0.00	0.00	$ 4,195.52		Rec'd Partial FEMA Obligation
	7252	Dixie Fire- Greenville Maintenance Yard		3,444.78	52.81	0.00	0.00	$ 3,497.59		
	7253	Dixie Fire- Genesee Road		6,209.96	2,990.66	0.00	0.00	$ 9,200.62		
	7254	Dixie Fire- North Valley Road		362.90	274.61	0.00	0.00	$ 637.51		
	7255	Dixie Fire- Diamond Mtn Road		8,791.81	2,749.81	7,488.24	0.00	$ 19,029.86		
	7257	Dixie Fire- Grizzly Road		6,342.82	4,803.27	0.00	0.00	$ 11,146.09		
	7261	Dixie Fire-Hazard Tree Remvoal Program		10,176.67	2,026.20	0.00	1,360.00	$ 13,562.87		Rec'd Partial FEMA Obligation
	7263	Dixie Fire-OES Base Camp - East Quincy		429.64	0.00	0.00	0.00	$ 429.64		
	7271	Dixie Fire-5 County Legal		509.55	0.00	0.00	0.00	$ 509.55		
	7272	Dixie Fire-Greenville Maint. Yard Fencing		2,595.43	0.00	0.00	28,693.50	$ 31,288.93		Rec'd FEMA Obligation
	7273	Dixie Fire-Chester Maint. Yard Fencing		1,014.83	0.00	27.90	44,767.50	$ 45,810.23		Rec'd FEMA Obligation
	7274	Dixie Fire-Countywide Sign Replacement		6,861.72	151.47	1,951.95	0.00	$ 8,965.14		Rec'd FEMA Obligation
									Total =	**$ 228,404.22**

2023-2024	FISCAL YEAR	2024								
	7204	Dixie Fire (General Admin. Or Engr. Costs)		2,967.88	213.19	0.00	0.00	$ 3,181.07		
	7240	Dixie Fire- Greenville - Main Town		913.76	0.00	0.00	0.00	$ 913.76		Rec'd Partial FEMA Obligation
	7261	Dixie Fire-Hazard Tree Remvoal Program		1,079.91	0.00	0.00	0.00	$ 1,079.91		Rec'd Partial FEMA Obligation
	7272	Dixie Fire-Greenville Maint. Yard Fencing		41.53	0.00	0.00	0.00	$ 41.53		Rec'd FEMA Obligation
	7273	Dixie Fire-Chester Maint. Yard Fencing		41.53	0.00	0.00	0.00	$ 41.53		Rec'd FEMA Obligation
	7274	Dixie Fire-Countywide Sign Replacement		568.82	0.00	0.00	0.00	$ 568.82		Rec'd FEMA Obligation
									Total =	$ 5,826.62

Totals	460,482.67	108,169.64	62,569.68	158,125.34	$ 789,347.33	
				Reimbursed to date for work completed:	$ 219,848.58	
				Remainder of cost to date not reimbursed:	**$ 569,498.75**	
				Funds advanced by OES for future Work		
				Spot repairs to Greenville pavement (WO# 7240)	$ 290,179.76	Rec'd to Date
				Spot repairs to Greenville sidewalks (WO #7240)	$183,885.46	Rec'd to Date
					$ 474,065.22	Held in Special Cash Acct. - JE as work is completed.
				Total Approved FEMA Obligations in Greenville to date	**$ 895,587.68**	
				Future Spot repairs to Greenville pavement (WO #7240)	$ 290,179.76	
				Future Spot repairs to Greenville sidewalks (WO #7240)	$ 605,407.92	

Property Losses Covered by Insurance (although the County was underinsured. We are still negotiating a settlement)

#	Site	Preliminary Estimate Total
1	Sheriff's Office Sub-Station	$ 475,358.03
2	Justice Court	$ 237,486.47
3	Historic Jail	$ 8,794.48
4	Town Hall	$ 1,329,722.13
5	Library	$ 741,908.11
6	Public Works Yard - 36 Williams Valley Rd.	$ 22,651.87
7	Public Works Yard - 1033 Main Street	$ 16,611.37
	TOTAL	**$ 2,832,532.20**

Property Damage

Public Works Example

Date	Description	Project Name	Dixie Fire - Equip. Replaced	Replacement Still Needed - Cost
4/1/2022	Advance for equipment damaged in fire	PW-90 Equip. burned at Chester and Warner Valley	$ 500,000.00	

Chester Yard - Dixie Fire - Equipment Damaged at the Yard				
Date	**Description**	**Project Name**	**Dixie Fire - Equip**	
6/29/2023	Move funds: Purchase of Roller & Trailer	Replaces Unit 2-63	$ (62,737.49)	
	3 CY Monroe 2004 Sand Spreader			$ 12,000.00
	3 CY Swenson 190 Sand Spreader			$ 12,000.00
Chester-Warner Valley Road - Dixie Fire - Equipment Damaged while parked on road.				
Date	**Description**	**Project Name**	**Dixie Fire - Equip**	
8/25/2022	Purchase of new grader	PW-90 Equip.	$ (428,998.70)	
12/6/2022	Equipment repairs: V#63	PW-90 Equip.	$ (8,319.07)	

	Expend. To Date
PW-90 Equip. at Chester-Warner Valley Road	$ (437,317.77)
	Expend. To Date
PW-90 Equip. at Chester Yard	$ (62,737.49)
	Total Expend. To Date
	$ (500,055.26)

Remaining equipment to be replaced:	**Cost**
3 CY Monroe 2004 Sand Spreader	$ (12,000.00)
3 CY Swenson 190 Sand Spreader	$ (12,000.00)
Total Insurance Needs:	**$ (524,055.26)**

Facility Services Dixie Fire-Related Costs

- Greenville Trailers provided by CalOES and then taken over by the County - **$204,082** is uncovered at this time which includes garbage, water testing, porta-a-potties, electricity, pumping of septics. Not included is labor and fuel for servicing these units 3x a week. This is still being calculated.
- Ongoing cost of buildings that were destroyed, i.e., water, sewer, utilities. This is still being calculated.

Sheriffs Department Dixie Fire-Related Costs

- Rental of Substation - **$44,344** per year plus water, sewer, utilities (not yet calculated)
- Water, sewer on burned substation
- 9 Fire Radio Towers - equipment is reaching the end of its lifespan - replacement is estimated at **$350,000**

County Rebuild Costs Due to Dixie Fire

- Town Hall - cost and design TBA
- Sheriff’s Substation (Safety Center in collaboration with Fire, Emergency Services - cost and design TBA
- Library - cost and design TBA

County Administrative Office Dixie Fire-Related Costs

- Arcadis Contract - **$500,000** to recover insurance payments and assist with grant writing - to date
- Arcadis Contract extension - **$80,000** to continue Scope of Work - assisting with hazard mitigation grants
- Environmental Contract - **$221,000** (still determining what has been covered and what hasn't)

Plumas County

munis a tyler erp solution

BALANCE SHEET FOR 2024 4

FUND: 5519 DEBRIS REMOVAL TRUST / SUB-FUND 00000			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
5519010	10100	CASH - OPERATING	.00	4,820,189.43
		TOTAL ASSETS FOR SUB-FUND 00000	.00	4,820,189.43
FUND BALANCE				
5519030	3000	RESTRICTED (UNDSGN-B)	.00	-3,921,764.50
5519039	3995	EXPENDITURE CONTROL	.00	8,053.87
5519039	3996	REVENUE CONTROL	.00	-906,478.80
		TOTAL FUND BALANCE FOR SUB-FUND 00000	.00	-4,820,189.43
		TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 00000	.00	-4,820,189.43
		TOTAL ASSETS FOR FUND 5519	.00	4,820,189.43
		TOTAL LIABILITIES FOR FUND 5519	.00	.00
		TOTAL FUND BALANCE FOR FUND 5519	.00	-4,820,189.43
		TOTAL LIABILITIES + FUND BALANCE FOR 5519	.00	-4,820,189.43

** END OF REPORT - Generated by Martee Nieman **

Future Revenue & Cost Concerns

- Timber Receipts (A 5-year look back and 5-year project is needed to determine this)
- Property Tax (A similar study is needed to determine where we've been and where we're headed)
- Future claw-back amounts from FEMA or CalOES
- Pavement concerns
- Tree removal
- Slides, debris and property damage caused by fire in the burn scar
- Increased weather-caused damage which is intensified in the burn-scar area

Dixie Fire After-Action Report

- Public Health provided a short report from its perspective
- North Valley Community Foundation provided the “Plumas County Social Safety Net Needs Assessment” as shown to the right
- PG&E provided a report from its perspective
- Plumas County is in the process of collating these reports and providing one of its own.

PG&E Settlement Discussion

REVENUE RECEIVED	AMOUNT	DESCRIPTION
Insurance	$2.2 million	Rebuild & replacement of $500,000 for grader
PG&E Settlement	$7.8 million	Settlement
CalOES/FEMA	$5 million	Pay for emergency services during the fire
TOTAL	**$15 million**	

UNREIMBURSED EXPENDITURES	to DATE	DESCRIPTION
Public Works	$569,498.75	Roads, engineering, administration of projects
Sheriffs Department	$44,344.00	Substation rent
	Calculating	Water, sewer, utilities for rented substation
	Miscellaneous	Communications, other needs or equipment?
	$1,032.00	Water, sewer, utilities for burned structure
	$350,000.00	Radio Tower replacement equipment due to aging infrastructure; possible to use Title III
County Administrative Office	$500,000.00	Arcadis contract to collect insurance, write mitigation grants
	$80,000.00	Arcadis contract to collect insurance, write mitigation grants extension
	$221,000.00	Environmental work in burn scar - primarily Greenville
Risk Management/OES	$150,000.00	After-Action Report & Needs Assessment
DFC Coordinator - Grant Mgr/Writ	$450,000.00	Writer/grant manager to assist with hazard mitigation, rebuild, community - 3 years
Planning - Grant Mgr/Admin/Writ	$240,000.00	Administrative Assistant to Manage, write and prepare grant required documentation, warrants, etc.
Facility Services	$204,482.00	Utilities, rent, garbage, water testing, porta-potties, electricity, pumping of septic, etc.
	Calculating	Manpower - 3x a week visit to Greenville by crew to service trailers
County Rebuild in Greenville	Calculating	Sheriff's Substation -Safety Ctr - Preparation, Engineering, Plans, Materials
	Calculating	Town Hall - Community Resource Center - Preparation, Engineering, Plans, Materials
	Calculating	Library - Preparation, Engineering, Plans, Materials
Match for Grants	$2,000,000.00	
Investment	$2,000,000.00	
TOTAL	**$6,810,356.75**	

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Zachary Gately, Grant Manager**
MEETING DATE:	**January 21, 2025**
SUBJECT:	**Receive presentation from County Administrative Office regarding a Recap of Programs and Grants Post Dixie Fire; Discussion, Staff direction, and possible action.**

Recommendation:
Receive presentation from County Administrative Office regarding a Recap of Programs and Grants Post Dixie Fire; Discussion, Staff direction, and possible action.

Background and Discussion:
The Dixie Fire began on July 13, 2021, and was fully contained on October 25, 2021, after burning 963,309 acres. Since then, Plumas County, community-based organizations, and community members have been working through the aftermath towards recovery. Today, in anticipation of future discussions around the settlement monies, we will review programs and grants that have happened since the Dixie Fire of 2021.

This presentation will review direct funds to community organizations, current state and federal grants related to recovery, and a look to the future with current plans and other phased projects. It is important to keep things in perspective. In the North Valley Community Foundation's Plumas County Social Safety Net Needs Assessment published March 25, 2022, it states: *"Disaster recovery includes both meeting immediate and short-term needs as well as planning for the long-term recovery and rebuilding of a community that may require years and sometimes decades – a process that everyone wishes could be accomplished exponentially faster."*

Highlights of this presentation include:

- Community grant programs
- Housing Initiatives
- Economic Development
- An update on grant programs
- Long-Term Recovery

In an effort to reduce printing, kindly find active hyperlinks below for resources and information referenced in this presentation:

- American Rescue Plan Act (ARPA) – latest reporting to Department of Treasury
- ARPA – January 2024 update
- ARPA – Community Grant presentation
- ARPA – Resolution for Economic Development and Updated Budget
- Spay and Neuter Project approval (Item 4.B)
- Spay and Neuter Project recent article
- North Valley Community Foundation - Publications
- October 17, 2023 Board of Supervisors meeting PG&E Settlement Discussion

2. PLUMAS_Wildfire Recovery grants Table 1.13.25
3. Balance Sheet Fund 0055

DIXIE FIRE IMPACT REPORT

How donations and grants are shaping recovery in Plumas County

Created September 2022

North Valley COMMUNITY FOUNDATION

OVERVIEW

Fire relief and recovery is a cooperative effort. That has certainly been the case with the many groups and organizations working to help survivors in the recovery process. Some are established organizations in the community. Some sprung in response to needs after the fire.

Cooperation has also been vital on the funding side of the equation. Many organizations received donations from across the country. Sixteen organizations recognized that pooled resources could have a larger impact and organized the Dixie Fire Funders Roundtable.

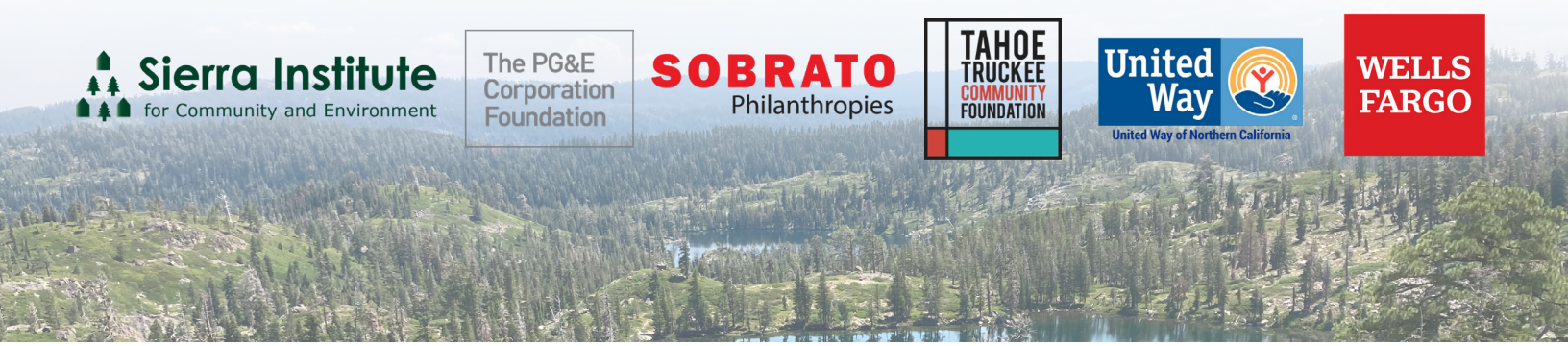
Organizations working with survivors received funding from the roundtable. It started with immediate relief needs, such as food, propane and gift cards for necessities.

The focus is now shifting toward more long-term rebuilding needs, such as supporting programs to build housing using a nationwide network of volunteers.

A lack of people to run the many needed programs – and a lack of places to stay for those people – continues to be an enormous challenge in the Dixie Fire recovery process. Helping build that organizational capacity is a constant objective of the Funders Roundtable.

On the following pages, read about a few of the programs funded by the roundtable.

Total granted	$1,198,437
Housing	$678,305
Direct assistance/basic needs	$242,433
Community development	$130,000
Economic development	$83,700
Miscellaneous	$63,999



CASE STUDIES

Greenville Pop-Up Business District

The Dixie Fire devastated downtown Greenville's commercial district, so the Dixie Fire Collaborative and various partners quickly worked to establish a pop-up business district.

The pop-up business district was funded by a $78,700 grant from the Dixie Fire Funders Roundtable. A lot was graded, then reliable power and water meant businesses could move back in with trailers and tents.

The business district is called The Spot, with signs along Highway 89 going through Greenville. There's a real estate office, food trailers, a saloon and a coffee shop. The business district also hopes to add a thrift store, nail salon and hardware store soon.

"People are very happy to have places to go," said Kest Porter of the Dixie Fire Collaborative. "I don't think I've ever gone by the coffee shop and not seen people there. … The community is excited about having people drive through Greenville and find a bustling little business district where they expect to see a burned-out town."

Greenville Wildfire Recovery Planning Process

Two grants from the Dixie Fire Funders Roundtable have helped Plumas Strong get started on the recovery planning process.

A grant of $123,655 supported the first scope of work, dubbed "Phase 0," which examined current conditions and hosted community listening sessions. The opportunity to be heard was vital to residents.

"The meetings … were a break of fresh air for a community that has been devastated by wildfire, and often frustrated by the tedious bureaucratic process of disaster recovery," wrote resident Ken Donnell.

The Phase 0 summary report produced by Plumas Strong presented findings customized to each community, intended to guide future rebuilding efforts. The Funders Roundtable then approved a $220,000 grant for the next phase of the process, a long-range visioning and planning effort.

Rebuilding Greenville Resource Center

Plumas Rural Services has stepped up to become a valuable resource for Dixie Fire survivors in Plumas County.

The organization realized fire survivors need a single location to find help, whether that is getting access to case management or providing rudimentary day-to-day items that people need to survive.

With the help of grant funding from the Dixie Fire Funders Roundtable, Plumas Rural Services opened the Rebuilding Greenville Resource Center in Crescent Mills.

The Resource Center is open Tuesday through Friday, from 10 a.m. to 5 p.m. Disaster case managers are also available during those hours to help connect survivors to resources.

The Resource Center coordinates donations, then provides those goods to survivors. Items like blankets, food, propane, winter clothing, baby supplies, clothing, furniture and other home goods have all been distributed.

Greenville Rancheria Fire Crew

The need for a fully operating fire crew in the Greenville area is critical, and Greenville Rancheria is accustomed to filling that role. The rancheria, however, suffered substantial operational and structural losses after the Dixie Fire.

Greenville Rancheria is a major employer in the area and also has a fire crew that works year-round throughout the region.

The fire crew has a unique and deep relationship with the community that extends beyond supporting tribal members. The fire crew is essential to the area, following sacred Native practices in prescribed burning, maintenance of the land, education and restoration.

The rancheria lost a substantial amount of fire equipment, personal protective equipment, tools, supplies and a building in the Dixie Fire. They had no vehicle to transport crew members.

With a $90,000 grant, they purchased two vehicles, one to transport their crew as a chase truck to their fire engine, and the other for their fuels and prescribed burns crew members. A fully operating fire crew supports economic recovery, cultural preservation, community safety and community resiliency.

GRANTS

GRANTEE	DESCRIPTION	AMOUNT
Plumas Rural Services	Simple unmet needs for Dixie Fire survivors	$300,000
Plumas Strong	To renovate and winterize Copper Creek Camp for workforce housing volunteers, defensible space for future disasters and bringing tourists to the area	$275,000
Hope Crisis Response Network, Inc.	To support the salary for HCRN's construction manager, and help them purchase a work truck, cargo trailer, tools and other project expenses	$269,650
Plumas Strong	For the Greenville wildfire recovery planning process, phase 1A (visioning and planning)	$220,000
Plumas Strong	For the Greenville wildfire recovery planning process, helping facilitate collaboration, the progress of damage assessment and eventual rebuilding	$123,655
Greenville Rancheria	To purchase a large vehicle to transport the Rancheria's fire crew members, their equipment and supplies	$90,000
Sierra Institute for Community and Environment	To support the pop-up business district to serve residents and construction workers in Greenville through the rebuilding process	$78,700
Plumas Rural Services	Simple unmet needs for Dixie Fire survivors	$50,000
Maidu Summit Consortium	To hire an emergency response coordinator to assess damages, fill out insurance and assistance applications and identify those needing assistance	$40,000
Plumas Rural Services	To provide gap funding to PRS for services to Dixie Fire survivors until a new grant takes effect	$37,433
Morrison	To fund the Plumas County Safety Net Report	$32,212
North State Public Radio Wildfire Reporter	To fund a wildfire reporter to keep North State communities safe and informed, and hold governments accountable for meeting their needs	$31,787
Lost Sierra Food Project	For cold storage at the production and educational farm in Quincy	$25,000
Lake Almanor Community Church	To purchase heating oil for those impacted by the Dixie Fire	$20,000
Integrative Medical Clinic Foundation	Imagine You Training for community and second responder resilience to increase their confidence, skill and ease in working with fire survivors	$12,000
Almanor Foundation Fire Relief Fund	To support Plumas County residents impacted by the wildfire	$10,000
American Red Cross	To support evacuation shelters	$10,000
Plumas Rural Services	To direct immediate financial relief into the hands of those who lost their home to the Dixie Fire by providing gift cards	$10,000
Plumas Strong	To directly support the Greenville Resource Center to meet the immediate needs of those impacted by the Dixie Fire	$10,000

North Valley Catholic Social Service	To allow Cal Hope workers to spend the night in Plumas County when doing trauma recovery work with for those impacted by the Dixie Fire	$7,500
Plumas County Arts Commission	To support a two-part set of art activities focusing on art as a tool for healing from trauma	$7,100
North Valley Catholic Social Service	Gift cards for basic necessities	$5,000
Tiny Pine Foundation	Gift cards for basic necessities	$5,000
Caring Choices	For the purchase and distribution of food and gas gift cards for Dixie Fire evacuees	$5,000
From the Ground Up Farms	To provide gift cards to evacuees for groceries and gas as well as other resources	$5,000
Berry Creek United	For gift cards for Dixie Fire evacuees to help with basic necessities like food, shelter, gas, propane and water	$5,000
Project Camp	For a pop-up day camp at Quincy Pioneer Elementary School for Dixie Fire evacuees	$5,000
Tiny Pine Foundation	To provide gas and food gift cards to evacuees and survivors impacted by the Dixie Fire	$5,000
Salvation Army of Lassen County	For the Greenville pop-up business district to serve residents and construction workers in Greenville through the rebuilding process	$5,000
Lost Sierra Food Project	To purchase emergency food relief in Plumas County	$5,000
Plumas Rural Services	To purchase visa gift cards to distribute to Dixie Fire evacuees	$5,000
Paradise Gleaners/Butte County Gleaners	To provide Dixie Fire humanitarian aid	$5,000
Lake Almanor Elks Lodge #2626	To provide gift cards for the purchase of necessities such as food and gas to Dixie Fire evacuees at the distribution center in Quincy	$5,000
Plumas Crisis Intervention & Resource Center	To purchase gas cards, food cards, tents, and camping equipment for Dixie Fire evacuees	$5,000
Paradise Gleaners/Butte County Gleaners	To provide essential needs to Dixie Fire evacuees	$5,000
From the Ground Up Farms	To support Konkow Maidu Dixie Fire survivors	$5,000
Almanor Fishing Association	To provide firewood to families impacted by the Dixie Fire	$5,000
Westwood Family Resource Center	To support resource center that hosts food distribution events three times a month	$5,000
Chester Elementary School	To fund Outdoor Core Field Trips, a method for immersing students in the outdoor environment	$5,000
Almanor Basin Food Pantry	To purchase generators for the food pantry	$5,000
Plumas Rural Services	For Dixie Fire trauma counseling services, to provide paraprofessional counselors with training to support Dixie Fire survivors	$5,000

Dixie Fire Criminal Case Settlement Update – 1 Year Later
By: David Hollister, Plumas County District Attorney

The Settlement of the Criminal Case

A little over one year ago (on April 11, 2022), the District Attorneys of Plumas, Lassen, Tehama, Shasta and Butte Counties announced they had reached a settlement with PG&E over responsibility for the 2021 Dixie Fire.

The civil prosecution settlement obligated PG&E to make rapid payments to those who lost their homes in the Dixie Fire; to continue to make extensive improvements in the safety and reliability of PG&E infrastructure in the North State and the affected counties; to be subject to oversight by the District Attorneys though an independent safety monitor; and to pay nearly $30 million to recompense local charities and organizations involved in mitigating the effects of the fire as well as help safeguard against future fires.

The consortium of District Attorneys, labeled the "North State DAs" in the settlement, filed a civil rather than criminal complaint in Plumas County Superior Court accusing PG&E of unlawful business practices. After negotiations with PG&E, a stipulated Final Judgment was filed on April 11, 2022 resolving the case. The DAs noted the civil Judgment allowed more flexibility in demanding changes in PG&E's safety practices, and to obtain rapid restitution to those who lost homes and property in the Dixie Fire, while putting the company on essentially a five-year probation.

The DAs stated it was decided to pursue the Dixie Fire as a civil prosecution rather than a criminal prosecution to maximize the return to the fire victims rather than to seek criminal penalties. The DAs noted the maximum criminal fines possible in the Dixie Fire, where thankfully no one died, was only $329,417. The civil contributions, penalties and payouts established for PG&E in the settlement judgment will instead be in the hundreds of millions of dollars.

The DAs also expressed appreciation for PG&E's good-faith cooperation in the settlement process noting the company's behavior and safety practices seem to be greatly improving under its new leadership. Additionally, the DAs felt the required five-year independent DA safety monitor will give assurances to the public that PG&E will live up to its promises.

Transparency

Upon reaching this agreement, I have made efforts requiring the Plumas County DA's office be as transparent as possible by:

•immediately announcing the settlement of the criminal case https://www.plumascounty.us/DocumentCenter/View/41066/Plumas-County-Press-Release-Dixie-Fire-04-11-22?bidId=;
•posting the actual settlement https://www.plumascounty.us/DocumentCenter/View/41070/Stipulation-for-Entry-of-Final-Judgment?bidId= ;
•posting a Q&A https://www.plumascounty.us/DocumentCenter/View/41192/Dixie-Fire-Criminal-Case-Settlement-Questions-and-Answers?bidId=;
•holding a town hall meeting https://www.plumasnews.com/da-answers-questions-regarding-pge-settlement-for-dixie-fire/;
•presenting at a number of local meetings including with the Dixie Fire Collaborative; and
•responded to some 200+ emails, telephone calls and visits seeking information.

This one year follow-up is my effort to continue to provide updated information to the public about the settlement of the criminal case with PG&E.

Difference between Criminal and Civil Settlement

The settlement of the criminal case by way of a civil prosecution settlement discussed in this article is entirely separate and different than Plumas County's civil suit against PG&E.

The civil prosecution settlement was the result of a criminal investigation brought by the District Attorneys of the five impacted counties. Objectives of the criminal case include protecting society, restorative justice, punishing the defendant, deterring others, etc. The District Attorneys from the impacted counties cannot represent the civil interests of any person or entity damaged by the fire but, rather, represent the People of the State of California in their respective county.

In contrast, a civil settlement is the result of a (potential) civil lawsuit where each county's local government sought damages from PG&E to make their county whole. Damages suffered by Plumas County (the governmental entity) were identified in a handout provided by the Plumas County CAO at an April 25, 2023 Board of Supervisors Meeting in Greenville. The handout listed damages such as reduced property taxes, damaged roads, destroyed or damaged county buildings, employment losses, etc. In Plumas County's case, the County Counsel represented Plumas County with the assistance of outside counsel. Plumas County's settlement of its lawsuit with PG&E occurred on January 17, 2023 as reported by Plumas News (https://www.plumasnews.com/ten-public-entities-including-plumas-settle-dixie-fire-claims-with-pge/) with PG&E paying Plumas County $7.8 million dollars, as mentioned during a Board of Supervisors meeting.

Comparison between Camp and Dixie Fires

Before the Dixie Fire had been contained, and after reaching certain determinations about PG&E's potential criminal liability, I joined the other impacted DAs and analyzed all possible approaches to try and figure out what would best serve justice and Plumas County from the perspective of a criminal prosecution.

I paid close attention to the **2018 Camp Fire** which leveled the town of Paradise. From that fire, the Butte County DA's office did an outstanding job and obtained convictions of 85 felony counts including 84 counts of manslaughter for those who died. PG&E was sentenced to the maximum fine allowed by law - $3,486,950 of which 30% stayed in Butte County.

In looking at our charges, if PG&E was convicted of the four felonies potentially available from the Dixie Fire, the maximum fine would be **only $329,417**, of which only $**98,825 would stay in Plumas County**. This approach certainly did not seem like justice to me. It would not punish PG&E; it would not deter PG&E; it would not direct PG&E to make necessary safety changes and, most importantly, it would not help Plumas County.

From this comparison, it became readily apparent we needed a non-traditional approach in realizing a settlement of any criminal allegations which would create a binding partnership with PG&E to help Plumas County. Without admitting guilt, PG&E agreed to a number of substantial obligations, as part of the civil prosecution, designed to help Plumas County both now and in the future and provide relief far greater than the $98,825 which could be realized from a traditional criminal prosecution.

As an update, here is where we stand with the main areas with PG&E one year after the settlement of the criminal case through a civil prosecution.

Wildfire Mitigation Plan

PG&E's 2022 Wildfire Mitigation Plan ("**WMP**") formed an important part of the civil prosecution settlement. The WMP sets out the actions PG&E is taking across its territory, including portions of the North State Counties, and, especially, in the High Fire Threat Districts ("**HFTDs**"), to reduce the risk of catastrophic wildfires across its entire service territory. The system-wide initiatives will be overseen by Office of Energy Infrastructure Safety ("**OEIS**") and the California Public Utitlities Commisson ("**CPUC**"), with the assistance of an independent safety monitor ("**ISM**"), and subject to enforcement by the CPUC. These system-wide initiatives include enhanced powerline safety settings, line de-energizing, grounding and removal, undergrounding of 10,000 miles, real time weather assessments, real time fire behavior detection, enhanced equipment inspections and an enhanced vegetation management plan.

We continue to work with the Monitor to track these changes and expect to have the opportunity to review an annual report in the very near future.

Training Program

PG&E provided $2,000,000 to Feather River College (FRC) to develop a certificate or degree program in topics covering ecosystem restoration and applied fire management so students can be trained to respond to, and help prevent, catastrophic wildfires. FRC is currently pending the accreditation approval for a Bachelor's Degree in Ecosystem Restoration and Applied Fire Management. This program will allow Plumas County to grow and retain expertise critical to fire management in our county.

Hiring

PG&E is committed to creating a posting a minimum of 100 new positions headquartered in the North State Counties. This hiring process is ongoing.

Expedited Claims (Direct Payments for Community Recovery)

In formulating a resolution meeting Plumas County's needs, I paid very close attention to what has happened to displaced residents in Butte County following the Camp Fire. By all accounts, the settlement process after Camp Fire was delayed and frustrating, at best, with the majority of claimants unable to settle their claims in a timely fashion. Given our remote location and lack of surrounding infrastructure, such delays could severely wound our recovery efforts. With PG&E's agreement, an approach was created and included in the settlement of the criminal case providing displaced residents with an option to receive an expedited payment.

This program, the DPCR (Direct Payments for Community Recovery) Program is available to homeowners, those who own homes they did not occupy and folks who occupied but did not own the home. This program is spelled out in detail here: https://www.plumascounty.us/DocumentCenter/View/41067/Dixie-Fire---Direct-Payments-for-Community-Recovery-Framework?bidId=

As of 4/28/23 the DPCR has shown the following results:

# of Claims	Ave days from Claim to Payment	Total Paid in DPCR Program	Range of DPCR Payments
153	60	$46,600,000	$55,000 to $1,960,000

While not for everyone, the DPCR has been an extremely useful tool for many, allowing those to realize an expedited settlement payout to meet personal needs, including having the liquidity to be able to choose to stay in Plumas County and rebuild.

Commercial Timber Mediation

PG&E has/is satisfying this term mediating with Plumas County's commercial timber companies.

Monitor – (5 years paid for by PG&E)

A crucial component of the settlement of the criminal investigation was a Monitor to make sure PG&E complied with its obligations – not the least of which was a myriad of safety improvements. The Monitor, while paid for by PG&E, answers directly to the five North State DAs directly impacted by the Dixie Fire. The provision for a Monitor lasts five years. The Monitor has been active during this first year issuing deficiency notices and working with the North State DAs and PG&E to cure outstanding issues. This is a detailed and ongoing process with an annual compliance report forthcoming.

$17m to local organizations (30% on 4/11/22; 70% on 7/12/22)

In reaching a resolution of the criminal case, it was important to have PG&E demonstrate their support for the recovery of our county after the Dixie Fire. It was equally important this injection of resources be as timely and as broad in coverage as possible. This demonstration of support was accomplished by an agreement where PG&E would make $17,000,000 in good-faith contributions to Plumas County organizations as directed by the Plumas County District Attorney. This is a benefit to Plumas County which could not have been achieved from a normal prosecution or civil suit.

With regard to the identification of recipients for these good faith contributions, there are a number of critical points:

- These organizations were ones who could provide for the public good, helped during the fire, are helping recover from the fire and/or are helping prevent the next fire.

- It was equally important to identify organizations who might not otherwise receive any reimbursement for their efforts from PG&E.

- While the lion's share of these contributions would be directed to organizations in areas directly impacted by the Fire, it was not lost these contributions also needed to help our county as a whole.

- **These contributions could not be used to offset actual damages suffered nor could they be directed to a public governmental entity for a variety of legal and ethical reasons.** For example, I have received calls and emails from a rancher who lost fencing in the Fire asking these contributions be used to fix his fence, a home association asking they receive contributions to rebuild personal property damaged by the Fire and Indian Valley residents requesting the $2 million directed to the PCOE Foundation be used to rebuild a school destroyed by the Fire. In each case these contributions were not intended, and should not be used, to repair damages caused by the Fire. **In each situation the victim should be suing PG&E to recover damages and be made whole**.

Without divulging the negotiations, the $17 million in good faith contributions with all being paid by July 12, 2022 were results I did not think we could attain until very late in the negotiations.

In following up on how the good faith contributions were spent, we reached out to each recipient using the same contact information used to distribute the check(s). Multiple calls and emails were made in an effort to secure this information and afford everyone an opportunity to respond. Each organization was asked four questions: (1) how much of your contribution has been spent; (2) what was the contribution spent on; (3) is there any money left; and (4) what will you do with the remaining money? Responses are provided exactly as received whenever possible.

ORGANIZATION	AMOUNT AWAREDED	RESPONSE
Dixie Fire Collaborative	$3,000,000	There are two attachments. One is the actual accountability with the DFC dollars. We continue to leverage our money with those at the Funders Round Table. The second attachment is projects we leveraged our money with. The DFC will continue to look at ways to keep leveraging our dollars, however, our first priority working directly with Disaster Case Management will be to help supplement the gaps for individual survivors. Attachments- <u>Expenditures</u>: NVCF Fees $60,000 Website $11,458 Security Cameras $5,426 Hope Crisis Rebuild $59,825 Copper Creek Workforce Housing $75,000 Dixie Fire Simple Unmet Needs Roundtable $50,000 Planning and Visioning Phase 1A $20,000 Plumas Rural Services August 4th Fire Anniversary Transportation $1745 Harvest Fair Event Insurance $100 Meals/Food for Two CCA Student Workshops $1,008 Canyon Dam Tree Removal $87,450 NVCF Fee for Donation $30 Audio Equipment for Meetings $861 Total Expenditures $372,904 <u>Commitments:</u> Clean Up Historical Buildings $150,000 Indian Falls Water System Phases 1& 2 $48,500 Zoom Account $149 Communications Technician – 6 months $4,000 ToolBANK Insurance $2,430 PRS Outdoor Youth Program $2,430 Total Commitments $244,679

Plumas County Fire Safe Council	$5,000,000	The Plumas County Fire Safe Council has spent: • $19,014 on delivery of the spring 2022 chipping program. These funds allowed us to continue uninterrupted services during a gap that we encountered in grant funding. In 2022 the program chipped at a total of 300 locations. • $67,266 on a feasibility study for a firewood processing and wood heat utilization facility at our office location in East Quincy. The facility would utilize hazardous fuels from our projects and community green waste to generate kiln-dried firewood and electricity. The feasibility study led to a successful grant application from the USDA Forest Service Wood Products Innovation Grant for $1 million to start Phase I of the project. If approved by the Fire Safe Council Board, up to $1.1 million of the PG&E funds will be used as the required match for the grant. • $9,673 on publication of an updated Living with Fire magazine. 15,000 copies are currently being distributed across Plumas County. Copies can be picked up from the Fire Safe Council office or from Feather River Publishing. Future plans for the funds include: • Establishing a $500,000 reserve fund that allows the Fire Safe Council to pay local contractors in a timely manner. This would be a revolving account that is continually reimbursed by grant funds, but that allows invoices to be paid when received rather than waiting for reimbursement from the grant. I know that this doesn't sound particularly exciting, but it is a huge benefit for supporting local contractors who cannot carry operating expenses for the 60-90 days it usually takes for reimbursement from grantors. • Earmarking up to $2 million for grant matching for Phase II of the firewood processing facility. These funds allow the Fire Safe Council to have the required match necessary to make large grant proposals, which effectively leverages the money for a greater benefit. • The remaining funds will be housed, temporarily, in low-risk investment accounts to generate interest for reinvestment into the Fire Safe Council programs until such time that the Fire Safe Council Board identifies an appropriate use for the funding.

Sierra Institute for Community and Environmental Development	$1,000,000	The Sierra Institute for Community and Environment is extraordinarily grateful to the District Attorney for securing resources that have helped Sierra Institute dedicate time and staff to a variety of Dixie Fire recovery projects. The one million dollars has been dedicated to the following activities: Developing architectural plans for Roundhouse Council Indian Education Center rebuild in Greenville. A novel roundhouse design is being used. $125,000 (Completed draft design below.) Upgrading the sawmill at the Indian Valley Wood Utilization Campus in Crescent Mills. $125,000 Cross laminated timber (CLT)—a much improved fire safe building panel—designs for structures and panel production operation $225,000 Workforce Housing $150,000 Support for field crews to conduct landscape cleanup and restoration $150,000 Conducting an assessment of Dixie Fire: what worked, what didn't, and what can be improved $100,000 Building organizational capacity for local business and housing development and meeting other local needs $125,000
Plumas County Office of Education Foundation	$2,000,000	The PCOE Foundation has not yet spent the $2 million received. The foundation has now been officially set up and we have an advisory board set up to make a spending plan. Our information can be found here: https://www.pcoe.k12.ca.us/apps/pages/PCOEFoundation
Plumas County Search and Rescue	$500,000	1. How much of your contribution has been spent? $0.00 2. What was the contribution spent on? Nothing yet 3. Is there any money left? $500,000 4. What will you do with the remaining money? The goal for the PG&E settlement funds was/is to purchase a piece of land and then build a team headquarter structure that includes a place for all of our equipment. The real estate market being what it is, we have been having difficulty in finding the right piece of property. We have submitted offers and they have either been turned down or awaiting a counter offer response. I expect it will be at least another year before we find a place and build what we need.
Plumas County Sierra Fair Foundation	$200,000	1) How much of your contribution has been spent? I would say 25% 2) What was the contribution spent on? Mostly the Indian Valley Innovation Hub efforts. We committed $50,000 to that program and have spent about $30,000. The other $20,000 is ready to go. By the way, we have leveraged that money with another $50,000 for the IVIH. The other money has been used to

		purchase equipment and supplies to enhance the fairgrounds as a resiliency and evacuation center; barricades, electrical improvements, scissor lift, more refrigeration. 3) Is there any money left? Yes! But we're trying! 4) What will you do with the remaining money? Since the mission of the PSCF Foundation is to benefit the Fair, it can only be spent on Fair related projects. It's a safe bet we will continue to explore investments in equipment and appropriate improvements to the facility. Additionally, as the Innovation Hub continues to expand it's services to the residents of Plumas County, the Foundation is ready to support those services as needed. The direction of the Innovation Hub has evolved as the needs, primarily economic, have emerged. There are some exciting programs in the works that will help small businesses recover, not only in Indian Valley, but all of Plumas County. Happy to give updates as they arise.
Plumas Rural Services	$250,000	We have not spent any of the money yet. We are working on a strategic plan in June or July to determine how we would use the money. Some of the possibilities are using some of the money for Disaster Case Management after the FEMA money has been spent, development of 211 for Plumas County or establishing a charitable fund to use the annual income on any of our social service programs serving Plumas County residents.
Plumas Crisis Intervention and Recourse Center	$250,000	How much of your contribution has been spent? $149,000 What was the contribution spent on? Housing assistance, utility assistance, motel sheltering, other assistance such as food support via food pantry and food bank. Is there any money left? Yes What will you do with the remaining money? We are developing a plan for the balance and it will go before the PCIRC Board in June.
Feather River College	$2,000,000	We have not spent any of the money pending the approval of the Bachelor's Degree in Ecosystem Restoration and Applied Fire Management. Now that we have state Chancellor's Office approval, our next step is the accreditation approval. Once we have that approved, we will have the bachelor's degree and spend the money on running and sustainability of the new degree.

		Please let me know if there are any questions. I know the money has been here for over a year, but it has taken that long for the bachelor's degree approval to get to this point.
Plumas County Fish and Game Commission	$200,000	To date, the Fish & Game Commission has spent a total of $30,118 from the awarded $200,000. This amounts to approximately 15 percent of the total award. Two projects were funded. The Commission distributed $30,000 to the Almanor Fishing Association to replace two fish-rearing cages. These cages are expected to raise 10,000 trout per year for the next 35 years. The trout are released annually into Lake Almanor to supplement the existing fishery. Approximately 50 signs making deer hunters aware of possible elk in specific hunt zones were destroyed by the Dixie Fire. The Commission spent $118 to have these signs replaced. The signs advise hunters that it is illegal to kill elk and helps them recognize the difference between the two species. We currently have 85 percent of the original funds left ($169,882). The Plumas County Fish & Game Commission has advised various agencies (US Forest Service, California Department of Fish & Wildlife) and non-government organizations; such as, Trout Unlimited, that we have money available to fund a variety of habitat improvement projects. We have also made them aware of our willingness to fund surveys and studies that could occur within the Dixie Fire footprint or on wildlife that were affected by the Dixie Fire. The Commission welcomes any proposals that meet this general criteria and we continue to solicit for, and review, submitted projects for funding at future Commission meetings.
Maidu Summit Consortium	$200,000	The Maidu Summit would like to thank you for your help in acquiring funds to support our business during the Dixie Fire devastation. We have utilized our funds as follows: $44 Thousand allocated to the Tasmam Koyom Fencing Project to help with the safety efforts of Tasmam Koyom in order to open the campgrounds for community use. $30 Thousand allocated to the Tribal Monitoring Project to assist work crews on all parcels affected by the Dixie Fire to protect and care for artifacts and culturally significant sights. Both of these projects will assist the Maidu Summit to insure all properties are safe for community use. The Maidu Summit still has 126 thousand dollars to spend, we have plans to utilize these funds to continue the cleanup efforts on our properties insuring they are safe for public use.

***Split $1,000,000 evenly ($50,000 / each agency)**

ORGANIZATION	RESPONSE
Beckwourth FPD and Portola FD	How much of your contribution has been spent? We have spent most of the founds awarded, approximately $28000 as of today. What was the contribution spent on? Beckwourth fire district spend the founds on upgrading our communications, specific to radios. Beckwourth fire applied for a cal-fire matching grant, and we used the PG&E founds to help offset the grant money we owed. Is there any money left? We have approximately 7 thousand dollars left. What will you do with the remaining money? We plan to spend the rest of the money on wildfire PPE (personal protective equipment) as we approach this coming fire season.
Bucks Lake FD	Contributions have not yet been spent.
Chester FD	All of the money has been spent on operational needs. The fire department is currently operating with a $730,000 budget deficit so it's hard to specify exactly what the funds paid for – they helped fill in the gap with operational expenses
Crescent Mills FPD	Has not spent any money yet. Trying to decide what to do with it.
Eastern Plumas Rural PD	1. All of the funds have been spent 2. All of the funds were spent on the District's insurance coverage. Our premiums went from approximately $24,000 per year to $49,500 due to wildfires 3. There is no money left
Graeagle FPD	The Graeagle Fire Protection District received $50,000 ($15,000 5/2022 & $35,000 7/2022) from the PG&G Settlement. Per your request, this lists how the Graeagle Fire Protection District spent the settlement funds. 5/11/22 Sierra Electronics $2,046.21 Pagers 2/17/23 KR Nida 9,213.64 Radios/Chargers 4/5/23 LN Curtis 3,886.26 Structure Boots 4/24/23 LN Curtis 38,474.87 Jaws of Life Equipment TOTAL $53,620.98
Greenhorn Creek FD	1. $45k 2. Structure firefighting turnouts 3. Yes, approximately $5k 4. To be determined, but will likely be an infrared imaging camera for spotting hot spots
Hamilton Branch and Peninsula FPD	For Peninsula Fire: Used toward some energy efficiency upgrades and crew quarters upgrade and repair.

	Hamilton Branch: Used for energy efficiency upgrades.
Indian Valley FPD	The Indian Valley Fire Department has spent all of the contribution allotted to us. Regarding purchases- we have bought wildland fire personal protective clothing for all 17 volunteers, emergency responder knives with seat belt cutters & windshield breakers, structure helmets & boots, repaired/repainted the interiors of North Arm & Genesee Fire Stations, purchased & installed new BK radios into IVFD Fire Engines, purchased new fire pagers and also partially paid for engineering blueprints/plans for the new IVFD Fire Station to replace the station that was burned down during the Dixie Fire in Greenville. We have no money left over from the $50k payment and are now using our insurance money to move forward in rebuilding the IVFD.
La Porte FPD	LaPorte fire spent about $50,000 on paving our parking lot and building a pad for water tank. We are also in the process of purchasing a back up generator for the fire house and putting in propane line which will cost us about $20,000
Long Valley FPD	1. Our liability insurance more than doubled this past year to $17,000, so a portion of the contribution was put toward covering that cost. 2. The good faith contribution has given us hope for the future by allowing us to plan for improvement projects to our infrastructure that we would have otherwise had to ignore or put off for years into the future. Those include a new roof for our fire hall, a carport for our emergency response vehicle and to replace outdated fire fighting equipment. We are a very small community and the settlement that Mr. Hollister and other county officials helped facilitate has brought us from the brink of financial hardship to being able to provide the medical first response and firefighting assistance that our community needs and expects. We are very grateful for this financial assistance and send sincere thanks to everyone involved.
Meadow Valley FD	No response.
Plumas Eureka FD	1. We have spent 100% of the PG&E funds, plus $6k from department reserves on tools and training. 2. The funds were spent on Extrication tools, Wildland training (S-290 intermediate Wildland training, Engine, and Crew Boss classes), Radios, Wildland pants, boots, and shirts. 3. No money is left. The total we spent is $56K.

Prattville and Lake Almanor West	This response is for both Prattville-Almanor Fire Dept. and West Almanor Fire Dept. The funds that we received from P G & E have been totally spent on several different things. First was additional maintenance and/or repairs to all 6 of our firefighting vehicles that occurred while fighting the fire. Some funds were used to purchase additional firefighting equipment on the new small brush truck that we had to purchased after our old one became unserviceable after the fire.
Quincy FD	How much of your contribution has been spent? $41,355.37 What was the contribution spent on? Station 1 generator project: $16,484.54 was used to pay a portion of a $58,423.58, 48kw Generator to supply power to the 505 Lawrence Street fire station, truck bay, and the training facility where we operate our fire academy. Truck 8161 restoration project: $24,870.79 has been used to offset the cost associated with the restoration and certification of a 2001 American LaFrance fire truck. Is there any money left? Yes What will you do with the remaining money? The remaining $8,644.63 will be used for vehicle maintenance and replacement.
Sierra Valley FPD	Thus far Sierra Valley Fire has only spent a little over eight thousand dollars of the fifty thousand we received from the PG&E good faith contribution. With this money we have updated our firefighters' wildland personal protective equipment, helmets, gloves, fire shelters. Medical equipment and supplies have been replenished on our engines with a portion of the funds. The majority of the money spent so far has been spent on sending our volunteers to training required by USFS and Calfire like S-131 NWCG firefighter 1 and S-211 portable pumps and pumping for wildfire suppression, Driver Operator 1-A and 1-B. We will be asking our board to approve the purchase of new handheld radios that are compatible with those used by the fed and state agencies. Improved communications is vital to our firefighters safety and the overall effectiveness of any fire suppression plan. The communication improvements will eat up around $20,000.00 of the PG&E money. We are cautiously evaluating where to best spend the remainder of the funds as it goes quick when the items purchased are NFPA rated the cost is enormously inflated.
Gold Mountain CSD	$5,000 has been spent on mobile and handheld radios.

CHAMBERS & ROTARY

***Chambers Split $1,200,000**

***Rotarians Split $200,000**

ORGANIZATION	Response
Indian Valley Chamber	1. How much of your contribution has been spent? – None 2. What was the contribution spent on? N/A 3. Is there any money left? All – 300,000 4. What will you do with the remaining money? Proposed expenses include new website development; build tourism center or kiosk; insurance for community events, etc.
Quincy Chamber of Commerce	Of the $300,000 that Quincy Chamber received we have spent $7,984.41 and have $292,015.59 remaining. As I mentioned we are very careful with these funds and are sensitive to them being one time monies. We have used some for the Recreation Economy for Rural Communities efforts, a small amount for our Administrative Director to attend a Rural Chamber of Commerce conference and we used some toward the Plumas Sierra County Fair Parade. At this point we are not sure what else we will do with the funds but I can tell you they will be consistent with the economic interests of our community.
Lake Almanor Chamber of Commerce	The Lake Almanor Area Chamber sends our appreciation to you for negotiating the funds that came our way from PG&E. In May we gathered our membership to discuss their desires for the use of the money. There was consensus that it created an opportunity to build on economic initiatives we had already been working on. Following is a brief description of what we are doing with the funds this year. <u>Staffing</u>. We have been relying on part time staff and volunteers to create many wins for our community these past 5 years. These funds allow us to go from a $30,000 part-time employee to a full-time position at $60,000. The funds will guarantee 3 years of the increased salary. However, a condition of employment for the position is to replace this funding with increased members and sponsorships, for sustainability. <u>Winter Activities</u>. The Chamber is part of a private/public partnership being worked on with Plumas County and The Almanor Foundation to develop a Town Plaza at Chester Park. The Town Plaza is an initiative for the advancement of community health, education, and cultural and recreational opportunities. It will be a community destination that will feature educational events, music, festivals, craft fairs, children's activities, cultural performances, and public art. As an economic development driver, it will contain a public market space that will create opportunities for various food and retail entrepreneurs to start and grow

	businesses. As an event and year-round activities location it will become a regional destination that will bring local residents as well as travelers into the Town of Chester, stimulating the economy of the town. Ice Rink. $80,000 will be used to front the cost of an ice-skating rink at Chester Park this winter. The rink is synthetic with an expected life span of 15-20 years. We estimate that with a 10-year life span the rink would cost about $8000/year. $8000/year will be re-couped through sponsorships and admissions costs. Community Tree. $36,000 was spent to purchase a commercial Christmas tree for the Plaza. This tree will has a long life span and creates additional market activities throughout the holiday season for our businesses and entrepreneurs, as well as contributes to the sense of place our community has so desperately needed, especially since the fire. <u>Investments.</u> Funds not utilized this year are being invested in laddered CDs at Edward Jones.
Lost Sierra Chamber of Commerce	Thank you for inquiring regarding the use of the PG&E good faith contributions by the Eastern Plumas 'Lost Sierra' Chamber of Commerce. As you may be aware, much of our Board of Directors has changed since these funds were originally earmarked for the regional Plumas County Chambers. We are pleased to report that our Chamber has made a lot of progress thanks in part to this funding since the new Board formed in July 2022. To answer your questions: **How much of your contribution has been spent?** *Answer: To date, we have spent $44,000 of the original $300,000 allocated to our Chamber.* **What was the contribution spent on?** *Answer: As our new Board became involved in Chamber activities, we discovered many financial and operations systems needed updating to support the Chamber and the Lost Sierra Visitors Center located at the corner of Highways 70 and 89 – the only brick and mortar Visitor Center in Plumas County.* • *We spent a portion of funds upgrading our Point of Service payment and bookkeeping processes.* • *We hired a new Chamber of Commerce Administrative Assistant team member in October 2022 to support Chamber operations, communications, membership and financial tracking including improved accounts payables and receivables, aiding in lease negotiations, and serving as back-up support for our sole, pre-existing staff member who*

	was trying to run both the Visitors Center and Chamber operations previously. We have also expanded both the Administrative Assistant and Visitor Center staff roles into 20 hour per week jobs to support the volume of inquiries and interest we are receiving. The Board is also discussing salary increases for our staff to acknowledge their hard work and adjust for rising living costs.
	• *We have invested in developing two new websites: one for the Chamber of Commerce (lostsierrachamber.org) that debuted at our Chamber Launch Event in October 2022 and went live in February 2023; and the other is a Lost Sierra Recreation website (discoverthelostsierra.com forthcoming) set to launch in May 2023.*
	  ○ *One of our Board Members is a marketing professional who created both sites at a discount of only $4,250 per website.*
	  ○ *Since the Chamber website launched, we have had 3,000 visitors per month and an average read rate of over 5 minutes.*
	• *To complement the website launches, we have also invested in social media outreach creating Lost Sierra Chamber of Commerce accounts for Facebook and Instagram and began promoting local businesses. We will also create similar social media presence for the Lost Sierra Recreation website when it launches.*
	  ○ *Investing in social campaign and email blasts totaling $1,500 per month.*
	  ○ *Over 57,000 impressions since active management has taken place on the Discover the Lost Sierra Instagram account, and the Lost Sierra Chamber Facebook and Instagram account.*
	  ○ *Engagement rate is over 60% on all platforms.*
	In addition, we have had some successes that did not require use of this funding:
	• *We replaced our antiquated phone system with phones that were donated to us and created a savings over our prior phone system.*
	• *We have held two Chamber 'mixer' events that engaged local business owners/members educating them about the launch of the new Chamber of Commerce activities and soliciting their input and support to assist their businesses. We have also increased our Chamber memberships.*
	• *We held our Christmas in Portola event in December 2022 that was a community success as we gave away over 150 gifts to Portola community children.*
	• *Created, applied, and launched a Wikipedia page defining the Lost Sierra to answer the many visitor inquiries received about the name, where the name came from, and this region that contains Plumas and Sierra Counties. This was a Board of Directors initiative that took place in the last seven months that took a large effort to compile research and facts.*

	• *We also have new county-wide, interactive adventure promotion encouraging people to visit the area and our businesses set to start this spring/summer.* **Is there any money left?** *Answer: Yes, approximately 85% ($256,000) of the original funding remains in our bank account. We plan to hold much of these funds in an interest earning CD, spend on activities as needed, and to support our ongoing digital marketing campaigns. Additionally, the Chamber has posted a position for a Program and Event Coordinator to be hired to support medium and large-scale Chamber and tourism revenue generating events. We intend to use a portion of the PG&E funding to pay for this position during the first year, with the expectation that the position will be funded through the event and fundraising revenue generated thereafter.* **What do you plan to do with the money?** *Answer: One of the initiatives that our Chamber helped initiate is the formation of a Chamber Coalition that includes all four Plumas County Chambers and the two Sierra County Chambers. The Coalition began meeting in January 2023 and continue to meet on the first Wednesday of each month. Within the Coalition, we have worked on creating draft Bylaws of how the Chambers can work together on common interests such as pursuit of grant funding and hiring shared resources (e.g., grant writing and reporting resources) as well as opportunities to identify and promote regional events to draw more tourism dollars to our area. We are also discussing events in the shoulder seasons that funding would also support.*
Quincy Rotary	Here is where we stand with our PG&E settlement: Beginning PG&E Balance $50,000 Rotary Closet ($3,500) RYLA ($3,000) Academic Scholarships ($1,500) Ending Balance June 2023 $42,000 • The Rotary Closet provides both Quincy Elementary School students access to warm jackets, snow boots, tee shirts, sweat pants/shirts, socks and hygiene products. • RYLA is a week long leadership development camp for students prior to their senior year of high school. Typically 4-5 students attend. • Academic scholarships are given to students slated to attend either 2 or 4 year schools after graduating high school.

Greenville Rotary	1) How much has been spent? $13,607.06 of which $10,000 is earmarked (not yet spent) and 3,607.06 has been expended) 2) What was the contribution spent on? $10,000.00 (earmarked; not yet expended) – Indian Falls Water System-Phase 2 $ 289.57 – Picnic Tables (materials for 30 tables; wood donated & Rotary constructed) $ 500.00 – Dixie Fire Collaborative Intern Support $ 2,626.62 – Holiday Tree Lights Replacement (2 large trees by schools) $ 190.87 – Greenhouse Tarp (Rotary constructed Greenhouse purchased by partners) 3) Is there any money left? $36,392.94 4) What will you do with the remaining money? We are waiting for the Dixie Fire Collaborative-Long Term Rebuilding Project Strategy to be completed and will apply funding where it will make the most sense with other partners. Our focus is on projects with some permanence. Other comments: We also received small donations from private parties and have been using those for things like community suppers & picnics, insurance, etc. Our Rotary Community provided us with $30,000 immediately following the fire for $500.00 gift certificates to support immediate needs of 60 families
Chester Rotary	No response
Portola Rotary	We have done some wonderful work with our PG&E funds to date. Last summer we provided a very successful Community Picnic in the Greenville Park. We are currently in the process of establishing a "closet" at Portola's C. Roy Carmichael Elementary School (CRC). We will be stocking the closet with backpacks and school supplies, as well as winter coats, gloves, hats and boots and any other items needed by our students, as identified by the CRC teachers. We are reserving the remaining funds - approximately $42,000, I believe. We hope to combine these funds with other Rotary Clubs in order to receive a grant from Rotary International to fund a large joint project, "once the dust settles".

PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Martee Nieman, Auditor-Controller** **Craig Goodman Jr.**
MEETING DATE:	**April 15, 2025**
SUBJECT:	**TIME CERTAIN 1:00PM: FY24/25 Mid-Year Budget Review**

Recommendation:
TIME CERTAIN 1:00PM: FY24/25 Mid-Year Budget Review

Background and Discussion:
The Auditor-Controller, Auditor Staff and Auditor Consultant Rodney Craig Goodman Jr. along with corresponding with departments have reviewed the Plumas County budget appropriations and have made the necessary adjustments. The attached backup document outlines the proposed adjustments to revenue, expenses and fund balance, once approved by the Board of Supervisor will be the official document the Auditor Controller will use to adjust the budget appropriations for FY2024-2025.

The significant adjustments are in salaries and benefits 51*** objects in each department to align with the expected actuals at fiscal year-end. Senior Nutrition sub fund 0001N needs additional general fund contribution to cover regular wages due to personnel impact from minimum wage increases and prior years personnel wage increases that were processed in the current fiscal year and true up the 0001N fund balance.

The Auditor Controller Local Revenue pass through fund 0009 was not budgeted for FY24/25 and is included in the mid-year adjustments.

Below is an overview of the proposed increases and decreases to the 2024-2025 budget appropriations:

General Fund & Sub-Funds 0001:

o Increase in revenues $389,289.00 o Increases in expenditures $360,430.00 o Increase in fund balance from budget appropriations $4,479,880.00 Auditor Controller Local Revenue pass through fund 0009: (not budgeted in FY24/25)

o Increase revenues $11,989,000.00 o Increase expenditures $11,898,000.00

Other funds excluding General Fund: • Increase in fund balance $4,500,417.00 (various funds non general) Other areas of discussion are changing the Opioid Settlement Fund 0054 from the County Administrator to Public Health. Local Assistance and Tribal Consistency Fund 0026 transfer to departments has sufficient fund balance to cover the adjustments. It is recommended that after fiscal year 2024-2025 we discontinue the use of the one-time funds to offset the ongoing health insurance costs to departments.

The adjustments purposed are intended to maintain financial discipline and transparency. Upon approval of the revised budget appropriations for fiscal year 2024-2025 the Auditor Controller will have authority to make the appropriate changes.

Action:

TIME CERTAIN 1:00PM: FY24/25 Mid-Year Budget Review

Fiscal Impact:

TIME CERTAIN 1:00PM: FY24/25 Mid-Year Budget Review

Attachments:

1. Mid-Year Budget Adjustments - FY 24-25 - FINAL 11x17
2. Mid-Year Budget FY2425 Memo

Org Code	Dept	Object	Obj Descrip	Unit Cost increase/	Parent Dept #	Parent Dept Description	d/subfund #	Fund/subfund Description	Budge	Comments
2001051	Board of Supervisors	51000	Regular Wages	(10,000.00)	1400	Board of Supervisors	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2003051	CAO	51000	Regular Wages	(50,000.00)	1600	CAO	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2003051	CAO	51100	FICA/Medicare	(3,800.00)	1600	CAO	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2003251	Risk Management	51000	Regular Wages	(21,000.00)	3300	Risk Management	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2003251	Risk Management	51100	FICA/Medicare	(2,100.00)	3300	Risk Management	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2004051	Auditor-Controller	51000	Regular Wages	(50,000.00)	1200	Auditor-Controller	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2004051	Auditor-Controller	51100	FICA/Medicare	(3,800.00)	1200	Auditor-Controller	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2005051	Treasurer/Tax-Collector	51000	Regular Wages	(26,000.00)	3600	Treasurer Tax-Collector	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2005051	Treasurer/Tax-Collector	51100	FICA/Medicare	(2,300.00)	3600	Treasurer Tax-Collector	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2006051	Assessor	51000	Regular Wages	(53,500.00)	1100	Assessor	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2006051	Assessor	51100	FICA/Medicare	(4,000.00)	1100	Assessor	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2008051	County Counsel	51000	Regular Wages	(76,000.00)	2000	County Counsel	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2008051	County Counsel	51100	FICA/Medicare	(12,000.00)	2000	County Counsel	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2010051	Elections	51000	Regular Wages	(30,000.00)	1800	Co Clerk Recorder	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2010051	Elections	51100	FICA/Medicare	(2,300.00)	1800	Co Clerk Recorder	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2012051	Facility Services	51000	Regular Wages	(39,000.00)	2300	Facility Services	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2012051	Facility Services	51100	FICA/Medicare	(1,800.00)	2300	Facility Services	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2022051	Information Tech	51000	Regular Wages	(36,000.00)	2600	Information Tech	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2022051	Information Tech	51100	FICA/Medicare	(2,700.00)	2600	Information Tech	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2040051	Probation	51000	Regular Wages	(200,000.00)	3000	Probation	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2040051	Probation	51100	FICA/Medicare	(12,000.00)	3000	Probation	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2042051	Victim Witness	51000	Regular Wages	(64,000.00)	3000	Probation	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2042051	Victim Witness	51100	FICA/Medicare	(300.00)	3000	Probation	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2042551	Ag Commissioner	51000	Regular Wages	(38,500.00)	1000	Ag Commissioner	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2042551	Ag Commissioner	51100	FICA/Medicare	(2,900.00)	1000	Ag Commissioner	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2042851	Animal Control	51000	Regular Wages	(5,000.00)	3400	Sheriff	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2042851	Animal Control	51020	Other Wages	(5,000.00)	3400	Sheriff	0001	General Fund	1	Reduce excess Other wages to projected needs
2042851	Animal Control	51060	Overtime Pay	2,000.00	3400	Sheriff	0001	General Fund	1	Increase Overtime Wages to meet projected needs
2046051	Co Clerk Recorder	51000	Regular Wages	(35,000.00)	1800	Co Clerk Recorder	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2046051	Co Clerk Recorder	51100	FICA/Medicare	(2,500.00)	1800	Co Clerk Recorder	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2047051	Office of Emergency Services	51020	Other Wages	(40,000.00)	3300	Risk Management	0001	General Fund	1	Reduce excess Other wages to projected needs
2047051	Office of Emergency Services	51060	Overtime Pay	40,000.00	3300	Risk Management	0001	General Fund	1	Increase Overtime Wages to meet projected needs
2049051	Planning	51000	Regular Wages	(43,000.00)	2900	Planning	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2049051	Planning	51100	FICA/Medicare	(3,000.00)	2900	Planning	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2051051	GIS	51000	Regular Wages	(10,000.00)	2900	Planning	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2051051	GIS	51100	FICA/Medicare	(793.00)	2900	Planning	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2055051	Environmental Health	51000	Regular Wages	(93,000.00)	2200	Environmental Health	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2055051	Environmental Health	51100	FICA/Medicare	(7,000.00)	2200	Environmental Health	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2064051	Veterans Services	51000	Regular Wages	(13,500.00)	3100	Public Health	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2064051	Veterans Services	51100	FICA/Medicare	(1,000.00)	3100	Public Health	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2067051	County Library	51000	Regular Wages	(20,000.00)	2700	Library	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2067051	County Library	51100	FICA/Medicare	5,000.00	2700	Library	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2067551	County Literacy	51000	Regular Wages	(15,000.00)	2700	Library	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2067551	County Literacy	51100	FICA/Medicare	1,000.00	2700	Library	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
2078051	Museum	51000	Regular Wages	(15,850.00)	2800	Museum	0001	General Fund	1	Adjusting Regular Wages to reduce excess appropriations
2078051	Museum	51100	FICA/Medicare	(900.00)	2800	Museum	0001	General Fund	1	Adjusting FICA/Medicare to meet projected needs
0001030	General Fund	3000	Fund Balance	1,006,543.00	0000	undefined	0001	General Fund	1	Increase/(use) of fund balance to balance budget adjustment
2083051	Senior Services-Nutrition	51020	Other Wages	22,000.00	3100	Public Health	0001N	GF/Senior Citizens Nutrition	1	Increase Other Wages to meet projected needs
2083051	Senior Services-Nutrition	51100	FICA/Medicare	10,000.00	3100	Public Health	0001N	GF/Senior Citizens Nutrition	1	Adjusting FICA/Medicare to meet projected needs
0001N30	Senior Services-Nutrition	3000	Fund Balance	(32,000.00)	0000	undefined	0001N	GF/Senior Citizens Nutrition	1	Increase/(use) of fund balance to balance budget adjustment
7033051	Sheriff	51000	Regular Wages	(500,000.00)	3400	Sheriff	0001S	GF/Sheriff	1	Adjusting Regular Wages to reduce excess appropriations
7033051	Sheriff	51020	Other Wages	50,000.00	3400	Sheriff	0001S	GF/Sheriff	1	Increase Other Wages to meet projected needs
7033051	Sheriff	51060	Overtime Pay	150,000.00	3400	Sheriff	0001S	GF/Sheriff	1	Increase Overtime Wages to meet projected needs
7033051	Sheriff	51100	FICA/Medicare	(5,000.00)	3400	Sheriff	0001S	GF/Sheriff	1	Adjusting FICA/Medicare to meet projected needs

7038051	Jail	51000	Regular Wages	(300,000.00)	3400	Sheriff	0001S	GF/Sheriff	1	Adjusting Regular Wages to reduce excess appropriations
7038051	Jail	51020	Other Wages	30,000.00	3400	Sheriff	0001S	GF/Sheriff	1	Increase Other Wages to meet projected needs
7038051	Jail	51060	Overtime Pay	100,000.00	3400	Sheriff	0001S	GF/Sheriff	1	Increase Overtime Wages to meet projected needs
7038051	Jail	51100	FICA/Medicare	(5,000.00)	3400	Sheriff	0001S	GF/Sheriff	1	Adjusting FICA/Medicare to meet projected needs
0001S30	Sheriff	3000	Fund Balance	480,000.00	0000	undefined	0001S	GF/Sheriff	1	Increase/(use) of fund balance to balance budget adjustment
2019051	County Fair	51000	Regular Wages	(10,000.00)	2400	County Fair	0005	County Fair	1	Adjusting Regular Wages to reduce excess appropriations
2019051	County Fair	51020	Other Wages	10,000.00	2400	County Fair	0005	County Fair	1	Increase Other Wages to meet projected needs
7059051	Social Services	51000	Regular Wages	(423,000.00)	3500	Social Services	0013	Social Services	1	Adjusting Regular Wages to reduce excess appropriations
7059051	Social Services	51100	FICA/Medicare	(32,000.00)	3500	Social Services	0013	Social Services	1	Adjusting FICA/Medicare to meet projected needs
0013030	Social Services	3000	Fund Balance	455,000.00	0000	undefined	0013	Social Services	1	Increase/(use) of fund balance to balance budget adjustment
7057051	Mental Health	51000	Regular Wages	(330,000.00)	1300	Behavioral Health	0014	Mental Health	1	Adjusting Regular Wages to reduce excess appropriations
7057051	Mental Health	51100	FICA/Medicare	(53,000.00)	1300	Behavioral Health	0014	Mental Health	1	Adjusting FICA/Medicare to meet projected needs
0014030	Mental Health	3000	Fund Balance	383,000.00	0000	undefined	0014	Mental Health	1	Increase/(use) of fund balance to balance budget adjustment
7057151	MH MHSA	51000	Regular Wages	(220,000.00)	1300	Behavioral Health	0014A	Mental Health MHSA	1	Adjusting Regular Wages to reduce excess appropriations
7057151	MH MHSA	51020	Other Wages	(90,000.00)	1300	Behavioral Health	0014A	Mental Health MHSA	1	Reduce excess Other wages to projected needs
7057151	MH MHSA	51100	FICA/Medicare	(12,000.00)	1300	Behavioral Health	0014A	Mental Health MHSA	1	Adjusting FICA/Medicare to meet projected needs
0014A30	MH MHSA	3000	Fund Balance	322,000.00	0000	undefined	0014A	Mental Health MHSA	1	Increase/(use) of fund balance to balance budget adjustment
7055951	Fed Aid Title III	51000	Regular Wages	(13,000.00)	3100	Public Health	0015	Public Health	1	Adjusting Regular Wages to reduce excess appropriations
7055951	Fed Aid Title III	51100	FICA/Medicare	(1,000.00)	3100	Public Health	0015	Public Health	1	Adjusting FICA/Medicare to meet projected needs
7056051	Health	51000	Regular Wages	(400,000.00)	3100	Public Health	0015	Public Health	1	Adjusting Regular Wages to reduce excess appropriations
7056051	Health	51100	FICA/Medicare	(30,000.00)	3100	Public Health	0015	Public Health	1	Adjusting FICA/Medicare to meet projected needs
7056151	Health CDC Base	51000	Regular Wages	(9,600.00)	3100	Public Health	0015	Public Health	1	Adjusting Regular Wages to reduce excess appropriations
7056151	Health CDC Base	51100	FICA/Medicare	(735.00)	3100	Public Health	0015	Public Health	1	Adjusting FICA/Medicare to meet projected needs
0015030	Public Health	3000	Fund Balance	454,335.00	0000	undefined	0015	Public Health	1	Increase/(use) of fund balance to balance budget adjustment
7056651	Health HPP	51000	Regular Wages	(7,800.00)	3100	Public Health	0015P	Public Health Emergency Prep	1	Adjusting Regular Wages to reduce excess appropriations
7056651	Health HPP	51100	FICA/Medicare	(600.00)	3100	Public Health	0015P	Public Health Emergency Prep	1	Adjusting FICA/Medicare to meet projected needs
0015P30	Public Health Emergency Prepare	3000	Fund Balance	8,400.00	0000	undefined	0015P	Public Health Emergency Prep	1	Increase/(use) of fund balance to balance budget adjustment
7036251	Sheriff-CCP AB109	51000	Regular Wages	(10,000.00)	3400	Sheriff	0017G	Sheriff Grants	1	Adjusting Regular Wages to reduce excess appropriations
7036251	Sheriff-CCP AB109	51060	Overtime Pay	30,000.00	3400	Sheriff	0017G	Sheriff Grants	1	Increase Overtime Wages to meet projected needs
7036251	Sheriff-CCP AB109	51100	FICA/Medicare	2,000.00	3400	Sheriff	0017G	Sheriff Grants	1	Adjusting FICA/Medicare to meet projected needs
7038751	Court Security	51000	Regular Wages	(55,000.00)	3400	Sheriff	0017G	Sheriff Grants	1	Adjusting Regular Wages to reduce excess appropriations
7038751	Court Security	51020	Other Wages	15,000.00	3400	Sheriff	0017G	Sheriff Grants	1	Increase Other Wages to meet projected needs
7038751	Court Security	51100	FICA/Medicare	13,000.00	3400	Sheriff	0017G	Sheriff Grants	1	Adjusting FICA/Medicare to meet projected needs
0017G30	Sheriff Grants	3000	Fund Balance	5,000.00	0000	undefined	0017G	Sheriff Grants	1	Increase/(use) of fund balance to balance budget adjustment
7028051	Child Support	51000	Regular Wages	(20,000.00)	1700	Child Support Services	0035	Child Support	1	Adjusting Regular Wages to reduce excess appropriations
7028051	Child Support	51100	FICA/Medicare	(3,000.00)	1700	Child Support Services	0035	Child Support	1	Adjusting FICA/Medicare to meet projected needs
0035030	Child Support	3000	Fund Balance	23,000.00	0000	undefined	0035	Child Support	1	Increase/(use) of fund balance to balance budget adjustment
2048051	Senior Trans	51000	Regular Wages	(90,874.00)	3100	Public Health	0116	CSA #12 Senior Trans	1	Adjusting Regular Wages to reduce excess appropriations
2048051	Senior Trans	51020	Other Wages	87,221.00	3100	Public Health	0116	CSA #12 Senior Trans	1	Increase Other Wages to meet projected needs
2048051	Senior Trans	51060	Overtime Pay	3,653.00	3100	Public Health	0116	CSA #12 Senior Trans	1	Increase Overtime Wages to meet projected needs
2048051	Senior Trans	51100	FICA/Medicare	4,000.00	3100	Public Health	0116	CSA #12 Senior Trans	1	Adjusting FICA/Medicare to meet projected needs
0116030	CSA #12 Senior Trans	3000	Fund Balance	(4,000.00)	0000	undefined	0116	CSA #12 Senior Trans	1	Increase/(use) of fund balance to balance budget adjustment
2001051	Board of Supervisors	51080	Retirement	(72,000.00)	1400	Board of Supervisors	0001	General Fund	2	Adjusting Retirement to current year projected needs
2003051	CAO	51080	Retirement	(38,000.00)	1600	CAO	0001	General Fund	2	Adjusting Retirement to current year projected needs
2003251	Risk Management	51080	Retirement	(28,000.00)	3300	Risk Management	0001	General Fund	2	Adjusting Retirement to current year projected needs
2003551	Human Resources	51080	Retirement	(54,000.00)	2500	Human Resources	0001	General Fund	2	Adjusting Retirement to current year projected needs
2004051	Auditor-Controller	51080	Retirement	(75,000.00)	1200	Auditor-Controller	0001	General Fund	2	Adjusting Retirement to current year projected needs
2005051	Treasurer/Tax-Collector	51080	Retirement	(50,000.00)	3600	Treasurer Tax-Collector	0001	General Fund	2	Adjusting Retirement to current year projected needs
2006051	Assessor	51080	Retirement	(89,000.00)	1100	Assessor	0001	General Fund	2	Adjusting Retirement to current year projected needs
2008051	County Counsel	51080	Retirement	(91,000.00)	2000	County Counsel	0001	General Fund	2	Adjusting Retirement to current year projected needs
2010051	Elections	51080	Retirement	(29,000.00)	1800	Co Clerk Recorder	0001	General Fund	2	Adjusting Retirement to current year projected needs
2012051	Facility Services	51080	Retirement	(73,000.00)	2300	Facility Services	0001	General Fund	2	Adjusting Retirement to current year projected needs
2021051	Engineer	51080	Retirement	(18,000.00)	3200	Public Works	0001	General Fund	2	Adjusting Retirement to current year projected needs
2022051	Information Tech	51080	Retirement	(61,000.00)	2600	Information Tech	0001	General Fund	2	Adjusting Retirement to current year projected needs
2040051	Probation	51080	Retirement	(107,000.00)	3000	Probation	0001	General Fund	2	Adjusting Retirement to current year projected needs

2042051	Victim Witness	51080	Retirement	(35,000.00)	3000	Probation	0001	General Fund	2 Adjusting Retirement to current year projected needs
2042551	Ag Commissioner	51080	Retirement	(63,000.00)	1000	Ag Commissioner	0001	General Fund	2 Adjusting Retirement to current year projected needs
2042651	Building	51080	Retirement	(75,000.00)	1500	Building	0001	General Fund	2 Adjusting Retirement to current year projected needs
2042851	Animal Control	51080	Retirement	(15,000.00)	3400	Sheriff	0001	General Fund	2 Adjusting Retirement to current year projected needs
2043051	Public Guardian	51080	Retirement	(11,000.00)	3500	Social Services	0001	General Fund	2 Adjusting Retirement to current year projected needs
2045051	Code Compliance	51080	Retirement	(29,000.00)	1500	Building	0001	General Fund	2 Adjusting Retirement to current year projected needs
2046051	Co Clerk Recorder	51080	Retirement	(38,000.00)	1800	Co Clerk Recorder	0001	General Fund	2 Adjusting Retirement to current year projected needs
2046951	Records Management	51080	Retirement	(2,000.00)	1800	Clerk-Recorder	0001	General Fund	2 Adjusting Retirement to current year projected needs
2049051	Planning	51080	Retirement	(80,000.00)	2900	Planning	0001	General Fund	2 Adjusting Retirement to current year projected needs
2051051	GIS	51080	Retirement	(16,000.00)	2900	Planning	0001	General Fund	2 Adjusting Retirement to current year projected needs
2055051	Environmental Health	51080	Retirement	(100,000.00)	2200	Environmental Health	0001	General Fund	2 Adjusting Retirement to current year projected needs
2064051	Veterans Services	51080	Retirement	(23,000.00)	3100	Public Health	0001	General Fund	2 Adjusting Retirement to current year projected needs
2067051	County Library	51080	Retirement	(30,000.00)	2700	Library	0001	General Fund	2 Adjusting Retirement to current year projected needs
2067551	County Literacy	51080	Retirement	(15,000.00)	2700	Library	0001	General Fund	2 Adjusting Retirement to current year projected needs
2078051	Museum	51080	Retirement	(15,000.00)	2800	Museum	0001	General Fund	2 Adjusting Retirement to current year projected needs
0001030	General Fund	3000	Fund Balance	1,332,000.00	0000	undefined	0001	General Fund	2 Increase/(use) of fund balance to balance budget adjustment
2083051	Senior Services-Nutrition	51080	Retirement	(15,000.00)	3100	Public Health	0001N	GF/Senior Citizens Nutrition	2 Adjusting Retirement to current year projected needs
0001N30	GF/Senior Citizens Nutrition	3000	Fund Balance	15,000.00	0000	undefined	0001N	GF/Senior Citizens Nutrition	2 Increase/(use) of fund balance to balance budget adjustment
7033051	Sheriff	51080	Retirement	(150,000.00)	3400	Sheriff	0001S	GF/Sheriff	2 Adjusting Retirement to current year projected needs
7038051	Jail	51080	Retirement	(160,000.00)	3400	Sheriff	0001S	GF/Sheriff	2 Adjusting Retirement to current year projected needs
0001S30	GF/Sheriff	3000	Fund Balance	310,000.00	0000	undefined	0001S	GF/Sheriff	2 Increase/(use) of fund balance to balance budget adjustment
2019051	County Fair	51080	Retirement	(29,000.00)	2400	County Fair	0005	County Fair	2 Adjusting Retirement to current year projected needs
0005030	County Fair	3000	Fund Balance	29,000.00	0000	undefined	0005	County Fair	2 Increase/(use) of fund balance to balance budget adjustment
7059051	Social Services	51080	Retirement	(515,000.00)	3500	Social Services	0013	Social Services	2 Adjusting Retirement to current year projected needs
0013030	Social Services	3000	Fund Balance	515,000.00	0000	undefined	0013	Social Services	2 Increase/(use) of fund balance to balance budget adjustment
7057051	Mental Health	51080	Retirement	(388,000.00)	1300	Behavioral Health	0014	Mental Health	2 Adjusting Retirement to current year projected needs
0014030	Mental Health	3000	Fund Balance	388,000.00	0000	undefined	0014	Mental Health	2 Increase/(use) of fund balance to balance budget adjustment
7057151	MH MHSA	51080	Retirement	(130,000.00)	1300	Behavioral Health	0014A	Mental Health MHSA	2 Adjusting Retirement to current year projected needs
0014A30	Mental Health MHSA	3000	Fund Balance	130,000.00	0000	undefined	0014A	Mental Health MHSA	2 Increase/(use) of fund balance to balance budget adjustment
7055951	Fed Aid Title III	51080	Retirement	(7,500.00)	3100	Public Health	0015	Public Health	2 Adjusting Retirement to current year projected needs
7056051	Health	51080	Retirement	(465,000.00)	3100	Public Health	0015	Public Health	2 Adjusting Retirement to current year projected needs
7056151	Health CDC Base	51080	Retirement	(12,000.00)	3100	Public Health	0015	Public Health	2 Adjusting Retirement to current year projected needs
0015030	Public Health	3000	Fund Balance	484,500.00	0000	undefined	0015	Public Health	2 Increase/(use) of fund balance to balance budget adjustment
7056651	Health HPP	51080	Retirement	(9,900.00)	3100	Public Health	0015P	Public Health Emergency Prep	2 Adjusting Retirement to current year projected needs
0015P30	Public Health Emergency Prepare	3000	Fund Balance	9,900.00	0000	undefined	0015P	Public Health Emergency Prep	2 Increase/(use) of fund balance to balance budget adjustment
7036251	Sheriff-CCP AB109	51080	Retirement	45,000.00	3400	Sheriff	0017G	Sheriff Grants	2 Adjusting Retirement to current year projected needs
7038751	Court Security	51080	Retirement	19,000.00	3400	Sheriff	0017G	Sheriff Grants	2 Adjusting Retirement to current year projected needs
0017G30	Sheriff Grants	3000	Fund Balance	(64,000.00)	0000	undefined	0017G	Sheriff Grants	2 Increase/(use) of fund balance to balance budget adjustment
7028051	Child Support	51080	Retirement	(15,000.00)	1700	Child Support Services	0035	Child Support	2 Adjusting Retirement to current year projected needs
0035030	Child Support	3000	Fund Balance	15,000.00	0000	undefined	0035	Child Support	2 Increase/(use) of fund balance to balance budget adjustment
2089151	Airports	51080	Retirement	(10,000.00)	2300	Facility Services	0110	Airports	2 Adjusting Retirement to current year projected needs
0110030	Airports	3000	Fund Balance	10,000.00	0000	undefined	0110	Airports	2 Increase/(use) of fund balance to balance budget adjustment
2048051	Senior Trans	51080	Retirement	(49,000.00)	3100	Public Health	0116	CSA #12 Senior Trans	2 Adjusting Retirement to current year projected needs
0116030	CSA #12 Senior Trans	3000	Fund Balance	49,000.00	0000	undefined	0116	CSA #12 Senior Trans	2 Increase/(use) of fund balance to balance budget adjustment
2001051	Board of Supervisors	51090	Group Insurance	(53,000.00)	1400	Board of Supervisors	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2003051	CAO	51090	Group Insurance	(31,000.00)	1600	CAO	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2003251	Risk Management	51090	Group Insurance	(24,000.00)	3300	Risk Management	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2003551	Human Resources	51090	Group Insurance	(9,000.00)	2500	Human Resources	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2004051	Auditor-Controller	51090	Group Insurance	(56,000.00)	1200	Auditor-Controller	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2005051	Treasurer/Tax-Collector	51090	Group Insurance	(30,000.00)	3600	Treasurer Tax-Collector	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2006051	Assessor	51090	Group Insurance	(67,000.00)	1100	Assessor	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2008051	County Counsel	51090	Group Insurance	(23,000.00)	2000	County Counsel	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2010051	Elections	51090	Group Insurance	(18,000.00)	1800	Co Clerk Recorder	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2012051	Facility Services	51090	Group Insurance	(56,000.00)	2300	Facility Services	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2021051	Engineer	51090	Group Insurance	(15,000.00)	3200	Public Works	0001	General Fund	3 Adjusting Group Insurance to meet projected needs

2022051	Information Tech	51090	Group Insurance	(12,000.00)	2600	Information Tech	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2040051	Probation	51090	Group Insurance	(96,000.00)	3000	Probation	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2042051	Victim Witness	51090	Group Insurance	(33,000.00)	3000	Probation	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2042551	Ag Commissioner	51090	Group Insurance	(16,000.00)	1000	Ag Commissioner	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2042651	Building	51090	Group Insurance	(30,000.00)	1500	Building	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2042851	Animal Control	51090	Group Insurance	35,000.00	3400	Sheriff	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2046051	Co Clerk Recorder	51090	Group Insurance	(13,000.00)	1800	Co Clerk Recorder	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2049051	Planning	51090	Group Insurance	(80,000.00)	2900	Planning	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2055051	Environmental Health	51090	Group Insurance	(44,000.00)	2200	Environmental Health	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2064051	Veterans Services	51090	Group Insurance	(50,000.00)	3100	Public Health	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2067051	County Library	51090	Group Insurance	(40,000.00)	2700	Library	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2067551	County Literacy	51090	Group Insurance	(20,000.00)	2700	Library	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2075651	County Parks	51090	Group Insurance	(20,000.00)	2300	Facility Services	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
2078051	Museum	51090	Group Insurance	(15,000.00)	2800	Museum	0001	General Fund	3 Adjusting Group Insurance to meet projected needs
0001030	General Fund	3000	Fund Balance	816,000.00	0000	undefined	0001	General Fund	3 Increase/(use) of fund balance to balance budget adjustment
2083051	Senior Services-Nutrition	51090	Group Insurance	16,000.00	3100	Public Health	0001N	GF/Senior Citizens Nutrition	3 Adjusting Group Insurance to meet projected needs
0001N30	GF/Senior Citizens Nutrition	3000	Fund Balance	(16,000.00)	0000	undefined	0001N	GF/Senior Citizens Nutrition	3 Increase/(use) of fund balance to balance budget adjustment
7033051	Sheriff	51090	Group Insurance	(250,000.00)	3400	Sheriff	0001S	GF/Sheriff	3 Adjusting Group Insurance to meet projected needs
7038051	Jail	51090	Group Insurance	(280,000.00)	3400	Sheriff	0001S	GF/Sheriff	3 Adjusting Group Insurance to meet projected needs
0001S30	Sheriff	3000	Fund Balance	530,000.00	0000	undefined	0001S	GF/Sheriff	3 Increase/(use) of fund balance to balance budget adjustment
7059051	Social Services	51090	Group Insurance	(542,000.00)	3500	Social Services	0013	Social Services	3 Adjusting Group Insurance to meet projected needs
0013030	Social Services	3000	Fund Balance	542,000.00	0000	undefined	0013	Social Services	3 Increase/(use) of fund balance to balance budget adjustment
7057051	Mental Health	51090	Group Insurance	(250,000.00)	1300	Behavioral Health	0014	Mental Health	3 Adjusting Group Insurance to meet projected needs
0014030	Mental Health	3000	Fund Balance	250,000.00	0000	undefined	0014	Mental Health	3 Increase/(use) of fund balance to balance budget adjustment
7057151	MH MHSA	51090	Group Insurance	(75,000.00)	1300	Behavioral Health	0014A	Mental Health MHSA	3 Adjusting Group Insurance to meet projected needs
0014A30	Mental Health MHSA	3000	Fund Balance	75,000.00	0000	undefined	0014A	Mental Health MHSA	3 Increase/(use) of fund balance to balance budget adjustment
7055951	Fed Aid Title III	51090	Group Insurance	(4,000.00)	3100	Public Health	0015	Public Health	3 Adjusting Group Insurance to meet projected needs
7056051	Health	51090	Group Insurance	(480,000.00)	3100	Public Health	0015	Public Health	3 Adjusting Group Insurance to meet projected needs
7056151	Health CDC Base	51090	Group Insurance	(6,500.00)	3100	Public Health	0015	Public Health	3 Adjusting Group Insurance to meet projected needs
0015030	Public Health	3000	Fund Balance	490,500.00	0000	undefined	0015	Public Health	3 Increase/(use) of fund balance to balance budget adjustment
7056651	Health HPP	51090	Group Insurance	(5,500.00)	3100	Public Health	0015P	Public Health Emergency Prep	3 Adjusting Group Insurance to meet projected needs
0015P30	Public Health Emergency Prepare	3000	Fund Balance	5,500.00	0000	undefined	0015P	Public Health Emergency Prep	3 Increase/(use) of fund balance to balance budget adjustment
7036251	Sheriff-CCP AB109	51090	Group Insurance	(45,000.00)	3400	Sheriff	0017G	Sheriff Grants	3 Adjusting Group Insurance to meet projected needs
7038751	Court Security	51090	Group Insurance	(15,000.00)	3400	Sheriff	0017G	Sheriff Grants	3 Adjusting Group Insurance to meet projected needs
0017G30	Sheriff Grants	3000	Fund Balance	60,000.00	0000	undefined	0017G	Sheriff Grants	3 Increase/(use) of fund balance to balance budget adjustment
7028051	Child Support	51090	Group Insurance	(20,000.00)	1700	Child Support Services	0035	Child Support	3 Adjusting Group Insurance to meet projected needs
0035030	Child Support	3000	Fund Balance	20,000.00	0000	undefined	0035	Child Support	3 Increase/(use) of fund balance to balance budget adjustment
2089151	Airports	51090	Group Insurance	(30,000.00)	2300	Facility Services	0110	Airports	3 Adjusting Group Insurance to meet projected needs
0110030	Airports	3000	Fund Balance	30,000.00	0000	undefined	0110	Airports	3 Increase/(use) of fund balance to balance budget adjustment
2048051	Senior Trans	51090	Group Insurance	(50,000.00)	3100	Public Health	0116	CSA #12 Senior Trans	3 Adjusting Group Insurance to meet projected needs
0116030	CSA #12 Senior Trans	3000	Fund Balance	50,000.00	0000	undefined	0116	CSA #12 Senior Trans	3 Increase/(use) of fund balance to balance budget adjustment
2001052	Board of Supervisors	521900	Professional Svcs	10,000.00	1400	Board of Supervisors	0001	General Fund	4 Request for County Advocacy appropriation
2003052	CAO	521900	Professional Svcs	(10,000.00)	1600	CAO	0001	General Fund	4 Request for County Advocacy appropriation
2042641	Building	41020	Construction Permits	15,310.00	1500	Building	0001	General Fund	5 Department requested increases - excess revenues in current year
2042652	Building	520210	Postage/shipping	149.00	1500	Building	0001	General Fund	5 Department requested increases - additional postage costs
2042652	Building	521900	Professional Svcs	11,800.00	1500	Building	0001	General Fund	5 Department requested increases - new permit software
2042652	Building	523710	annual pub	3,361.00	1500	Building	0001	General Fund	5 Department requested increases - additional publication costs
2042651	Building	51000	Regular Wages	15,000.00	1500	Building	0001	General Fund	6 Department requested increases - unbudgeted retirement expense
0001030	General Fund	3000	Fund Balance	(15,000.00)	0000	undefined	0001	General Fund	6 Increase/(use) of fund balance to balance budget adjustment
2043252	Public Administrator	521900	Professional Svcs	(5,000.00)	2100	District Attorney	0001	General Fund	7 Reallocate Service & Supplies budget
2043252	Public Administrator	527500	Travel - Out of County	5,000.00	2100	District Attorney	0001	General Fund	7 Reallocate Service & Supplies budget
2045048	Code Compliance	48000	Transfer-In	(4,739.00)	1500	Building	0001	General Fund	8 Department requested correction
0001030	General Fund	3000	Fund Balance	4,739.00	0000	undefined	0001	General Fund	8 Increase/(use) of fund balance to balance budget adjustment
2044753	Abandoned Vehicle Abatement	532000	Contribution to other	9,396.00	1500	Building	0001V	Abandoned Vehicle Abateme	8 Department requested correction

2044758	Abandoned Vehicle Abatement	58000	Transfer-Out	(9,396.00)	1500	Building	0001V	Abandoned Vehicle Abateme	8 Department requested correction
2068052	Farm Advisor	521800	Office Supplies	1,000.00	1900	Cooperative Extension	0001	General Fund	9 Reallocate Service & Supplies budget
2068052	Farm Advisor	527400	Routine Travel	(1,000.00)	1900	Cooperative Extension	0001	General Fund	9 Reallocate Service & Supplies budget
2003158	Contributions	585370	Contribution to Senior Nu	143,000.00	1600	CAO	0001	General Fund	10 Department request for additional wages and GF Contribution
0001030	General Fund	3000	Fund Balance	(143,000.00)	0000	undefined	0001	General Fund	10 Department request for additional wages and GF Contribution
2083048	Senior Services-Nutrition	48211	Contribution Trans Fr Co	143,000.00	3100	Public Health	0001N	GF/Senior Citizens Nutrition	10 Department request for additional wages and GF Contribution
2083051	Senior Services-Nutrition	51000	Regular Wages	110,000.00	3100	Public Health	0001N	GF/Senior Citizens Nutrition	10 Department request for additional wages and GF Contribution
0001N30	GF/Senior Citizens Nutrition	3000	Fund Balance	33,000.00	0000	undefined	0001N	GF/Senior Citizens Nutrition	10 Increase/(use) of fund balance to balance budget adjustment
7030152	District Attorney	520204	Internet Search Engine	7,000.00	2100	District Attorney	0001D	District Attorney	11 RIMS conversion
7030152	District Attorney	521230	Office Furniture/Equipme	(7,000.00)	2100	District Attorney	0001D	District Attorney	11 RIMS conversion
7030152	District Attorney	527500	Travel - Out of County	5,000.00	2100	District Attorney	0001D	District Attorney	12 Unanticipated Training
7030152	District Attorney	528400	Contingencies	(5,000.00)	2100	District Attorney	0001D	District Attorney	12 Unanticipated Training
7030852	Re-Entry Program-SRF	520250	Copy machine/Lease	9,000.00	2100	District Attorney	0308	DA Re-Entry Program	13 UBEO Lease
7030852	Re-Entry Program-SRF	524804	Drug Testing Supplies	(9,000.00)	2100	District Attorney	0308	DA Re-Entry Program	13 UBEO Lease
7030944	DA Alt Sentencing-SRF	44290	DA Alt Sent-Other	17,285.00	2100	District Attorney	0309	DA Alt Sentencing	14 Department requested increases - excess revenues in current year
7030952	DA Alt Sentencing-SRF	527410	Client Service Expense	12,285.00	2100	District Attorney	0309	DA Alt Sentencing	14 Department requested increases - unanticipated expenditures
7030952	DA Alt Sentencing-SRF	527500	DAALTSEN Travel-OO Cou	5,000.00	2100	District Attorney	0309	DA Alt Sentencing	14 Department requested increases - unanticipated expenditures
7038051	Jail	520407	Refuse Disposal	420.00	3400	Sheriff	0001S	GF/Sheriff	15 Department requested increases
7038051	Jail	527802	Electric Charges	14,500.00	3400	Sheriff	0001S	GF/Sheriff	15 Department requested increases
7038051	Jail	527803	Propane/Other Heating	21,000.00	3400	Sheriff	0001S	GF/Sheriff	15 Department requested increases
7038051	Jail	527807	Water/Sewer Charges	26,200.00	3400	Sheriff	0001S	GF/Sheriff	15 Department requested increases
0001S30	Sheriff	3000	Fund Balance	(62,120.00)	0000	undefined	0001S	GF/Sheriff	15 Increase/(use) of fund balance to balance budget adjustment
2003052	CAO	521900	Professional Svcs	(100,000.00)	1600	CAO	0001	General Fund	16 To eliminate appropriation for cancelled contracts
0001030	General Fund	3000	Fund Balance	100,000.00	0000	undefined	0001	General Fund	16 Increase/(use) of fund balance to balance budget adjustment
2022052	Information Tech	520411	Ann Software Fee/Maint	40,000.00	2600	Information Tech	0001	General Fund	17 Department requested increase to service Sheriff Dept
0001030	General Fund	3000	Fund Balance	(40,000.00)	0000	undefined	0001	General Fund	17 Increase/(use) of fund balance to balance budget adjustment
2004052	Auditor-Controller	521900	Professional Svcs	75,000.00	1200	Auditor-Controller	0001	General Fund	18 Department requested increase for professional services
0001030	General Fund	3000	Fund Balance	(75,000.00)	0000	undefined	0001	General Fund	18 Increase/(use) of fund balance to balance budget adjustment
0054030	Opioid Settlement Fund	3000	Fund Balance	-	1600	CAO	0054	Opioid Settlement Fund	19 Change parent on opioid settlement fund from CAO to public health
2000944	Aud-Cont Local Rev 2011	44700	ST-SO TRIAL COURT SECU	575,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000944	Aud-Cont Local Rev 2011	44705	ST-DA 1/2 AB118 SUBACC	22,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000944	Aud-Cont Local Rev 2011	44706	ST-PD 1/2 AB118 SUBACC	22,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000944	Aud-Cont Local Rev 2011	44709	ST-PROB JJA YTH OFFNDR	140,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000944	Aud-Cont Local Rev 2011	44711	ST MH-BEHAV HLTH SUB	1,800,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000944	Aud-Cont Local Rev 2011	44712	ST-MH AB118 SUBACCT	900,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000944	Aud-Cont Local Rev 2011	44715	ST-SO SLESA	500,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000944	Aud-Cont Local Rev 2011	44716	ST-SO CAL EMA	30,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000944	Aud-Cont Local Rev 2011	44780	ST-SS CAL WORKS MOE	500,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000944	Aud-Cont Local Rev 2011	44781	ST-SS PROT SVC SUBACCT	3,500,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000944	Aud-Cont Local Rev 2011	44782	ST-FAMILY SPT SUBACCT	4,000,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000958	Aud-Cont Local Rev 2011	580700	TRN-SO TRIAL CRT SEC	575,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000958	Aud-Cont Local Rev 2011	580705	TRN-DA 1/2 AB118	22,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000958	Aud-Cont Local Rev 2011	580706	TRN-PD 1/2 AB118	22,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000958	Aud-Cont Local Rev 2011	580709	TRN-PROB JJA YTH OFFNI	140,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000958	Aud-Cont Local Rev 2011	580711	TRN-MH BEHAV HEALTH	1,800,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000958	Aud-Cont Local Rev 2011	580712	TRN-MH AB118 SUBACCT	900,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000958	Aud-Cont Local Rev 2011	580715	TRN-SO SLESA	500,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000958	Aud-Cont Local Rev 2011	580716	TRN-SO CAL EMA	30,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000958	Aud-Cont Local Rev 2011	580780	TRN-SS CAL WORKS MOE	500,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000958	Aud-Cont Local Rev 2011	580781	TRN-SS PROT SVC SUBAC	3,500,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2000958	Aud-Cont Local Rev 2011	580782	TRN-FAMILY SPT SUBACC	4,000,000.00	1200	Auditor-Controller	0009	Aud-Cont Local Rev 2011	20 Department requested budget changes
2001048	Board of Supervisors	48005	Transfer-In5	7,650.00	1400	Board of Supervisors	0001	General Fund	21 Department Requested increase transfer out from LATCF to cover County 85/15 promise
2003048	CAO	48005	Transfer-In5	3,781.00	1600	CAO	0001	General Fund	21 Department Requested increase transfer out from LATCF to cover County 85/15 promise
2003248	Risk Management	48005	Transfer-In5	2,541.00	2000	County Counsel	0001	General Fund	21 Department Requested increase transfer out from LATCF to cover County 85/15 promise

2003548	Human Resources	48005	Transfer-In5	9,631.00	2500	Human Resources	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2004048	Auditor-Controller	48005	Transfer-In5	3,281.00	1200	Auditor-Controller	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2005048	Treasurer/Tax-Collector	48005	Transfer-In5	6,852.00	3600	Treasurer Tax-Collector	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2006048	Assessor	48005	Transfer-In5	7,360.00	1100	Assessor	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2008048	County Counsel	48005	Transfer-In5	5,488.00	2000	County Counsel	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2010048	Elections	48005	Transfer-In5	5,350.00	1800	Clerk-Recorder	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2012048	Facility Services	48005	Transfer-In5	16,440.00	2300	Facility Services	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2021048	Engineer	48005	Transfer-In5	1,284.00	3200	Public Works	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2022048	Information Tech	48005	Transfer-In5	3,659.00	2600	Information Tech	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2040048	Probation	48005	Transfer-In5	10,728.00	3000	Probation	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2042048	Victim Witness	48005	Transfer-In5	2,236.00	3000	Probation	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2042548	Ag Commissioner	48005	Transfer-In5	8,559.00	1000	Ag Commissioner	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2042648	Building	48005	Transfer-In5	10,031.00	1500	Building	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2042848	Animal Control	48005	Transfer-In5	9,221.00	3400	Sheriff	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2045048	Code Compliance	48005	Transfer-In5	2,427.00	1500	Building	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2046048	Co Clerk Recorder	48005	Transfer-In5	3,113.00	1800	Clerk-Recorder	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2047048	OES	48005	Transfer-In5	3,746.00	3300	Risk Management	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2049048	Planning	48005	Transfer-In5	4,457.00	2900	Planning	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2051048	GIS	48005	Transfer-In5	2,569.00	2900	Planning	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2055048	Environmental Health	48005	Transfer-In5	12,004.00	2200	Environmental Health	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2064048	Veterans Services	48005	Transfer-In5	-	3100	Public Health	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2067048	County Library	48005	Transfer-In5	9,582.00	2700	Library	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2068048	Farm Advisor	48005	Transfer-In5	-	1900	Cooperative Extension	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2075648	County Parks	48005	Transfer-In5	-	2300	Facility Services	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
2078048	Museum	48005	Transfer-In5	2,674.00	2800	Museum	0001	General Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
0001030	General Fund	3000	Fund Balance	154,664.00	0000	undefined	0001	General Fund	21	Increase/(use) of fund balance to balance budget adjustment
7030148	District Attorney	48005	Transfer-In5	11,700.00	2100	District Attorney	0001D	GF/District Attorney	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
0001D30	District Attorney	3000	Fund Balance	11,700.00	0000	undefined	0001D	GF/District Attorney	21	Increase/(use) of fund balance to balance budget adjustment
2083048	Senior Services-Nutrition	48005	Transfer-In5	8,197.00	3100	Public Health	0001N	GF/Senior Citizens Nutrition	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
0001N30	Senior Citizens Nutrition	3000	Fund Balance	8,197.00	0000	undefined	0001N	GF/Senior Citizens Nutrition	21	Increase/(use) of fund balance to balance budget adjustment
7033048	Sheriff	48005	Transfer-In5	48,555.00	3400	Sheriff	0001S	GF/Sheriff	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
7038048	Jail	48005	Transfer-In5	12,602.00	3400	Sheriff	0001S	GF/Sheriff	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
0001S30	GF/Sheriff	3000	Fund Balance	61,157.00	0000	undefined	0001S	GF/Sheriff	21	Increase/(use) of fund balance to balance budget adjustment
2052148	Road Department	48005	Transfer-In5	65,009.00	3200	Public Works	0002	Road Fund	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
0002030	Road Fund	3000	Fund Balance	65,009.00	0000	undefined	0002	Road Fund	21	Increase/(use) of fund balance to balance budget adjustment
2019048	County Fair	48005	Transfer-In5	5,457.00	2400	fair	0005	County Fair	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
0005030	County Fair	3000	Fund Balance	5,457.00	0000	undefined	0005	County Fair	21	Increase/(use) of fund balance to balance budget adjustment
7036248	Sheriff-CCP AB109	48005	Transfer-In5	3,733.00	3400	Sheriff	0017G	Sheriff Grants	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
7038748	Court Security	48005	Transfer-In5	4,019.00	3400	Sheriff	0017G	Sheriff Grants	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
0017G30	Sheriff Grants	3000	Fund Balance	7,752.00	0000	undefined	0017G	Sheriff Grants	21	Increase/(use) of fund balance to balance budget adjustment
8002658	Local Assistance & TCF	58000	Transfer-Out	327,113.00	1600	CAO	0026	Local Assistance & TCF	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
0026030	Local Assistance & TCF	3000	Fund Balance	(327,113.00)	0000	undefined	0026	Local Assistance & TCF	21	Increase/(use) of fund balance to balance budget adjustment
7028048	Child Support	48005	Transfer-In5	11,785.00	1700	Child Support Services	0035	Child Support	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
0035030	Child Support	3000	Fund Balance	11,785.00	0000	undefined	0035	Child Support	21	Increase/(use) of fund balance to balance budget adjustment
2089148	Airports	48005	Transfer-In5	712.00	2300	Facility Services	0110	Airports	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
0110030	Airports	3000	Fund Balance	712.00	0000	undefined	0110	Airports	21	Increase/(use) of fund balance to balance budget adjustment
2048048	Senior Trans	48005	Transfer-In5	680.00	3100	Public Health	0116	CSA #12 Senior Trans	21	Department Requested increase transfer out from LATCF to cover County 85/15 promise
0116030	CSA #12 Senior Trans	3000	Fund Balance	680.00	0000	undefined	0116	CSA #12 Senior Trans	21	Increase/(use) of fund balance to balance budget adjustment

PLUMAS COUNTY AUDITOR/CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6249 • FAX (530) 283-6442
Martee Nieman • AUDITOR/CONTROLLER

Date: April 11, 2025

To: The Honorable Board of Supervisors

From: Martee Nieman, Plumas County Auditor-Controller

RE: Mid-Year Budget Review and Adjustments

The Auditor-Controller, Auditor Staff and Auditor Consultant Rodney Craig Goodman Jr. along with corresponding with departments have reviewed the Plumas County budget appropriations and have made the necessary adjustments. The attached backup document outlines the proposed adjustments to revenue, expenses and fund balance, once approved by the Board of Supervisor will be the official document the Auditor Controller will use to adjust the budget appropriations for FY2024-2025.

The significate adjustments are in salaries and benefits 51*** objects in each department to align with the expected actuals at fiscal year-end. Senior Nutrition sub fund 0001N needs additional general fund contribution to cover regular wages due to personnel impact from minimum wage increases and prior years personnel wage increases that were processed in the current fiscal year and true up the 0001N fund balance.

The Auditor Controller Local Revenue pass through fund 0009 was not budgeted for FY24/25 and is included in the mid-year adjustments.

Below is an overview of the proposed increases and decreases to the 2024-2025 budget appropriations:

General Fund & Sub-Funds 0001:

- Increase in revenues $389,289.00
- Increases in expenditures $360,430.00
- Increase in fund balance from budget appropriations $4,479,880.00

Auditor Controller Local Revenue pass through fund 0009: (not budgeted in FY24/25)

- Increase revenues $11,989,000.00
- Increase expenditures $11,898,000.00

Other funds excluding General Fund:

- Increase in fund balance $4,500,417.00 (various funds non general)

Other areas of discussion are changing the Opioid Settlement Fund 0054 from the County Administrator to Public Health. Local Assistance and Tribal Consistency Fund 0026 transfer to departments has sufficient fund balance to cover the adjustments. It is recommended that after fiscal year 2024-2025 we discontinue the use of the one-time funds to offset the ongoing health insurance costs to departments.

The adjustments purposed are intended to maintain financial discipline and transparency. Upon approval of the revised budget appropriations for fiscal year 2024-2025 the Auditor Controller will have authority to make the appropriate changes.