



## **BOARD OF SUPERVISORS**

Vacant, 1<sup>st</sup> District  
Kevin Goss, Chair 2<sup>nd</sup> District  
Sharon Thrall, Vice Chair 3<sup>rd</sup> District  
Lori Simpson, 4<sup>th</sup> District  
Jeff Engel, 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF FEBRUARY 11, 2020 TO BE HELD AT 11:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

11:00 A.M. **CALL TO ORDER/ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

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

### **PUBLIC COMMENT OPPORTUNITY**

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

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

### **1. 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) SHERIFF**

- 1) Approve and authorize the Sheriff to sign contract, not to exceed \$25,000, between County of Plumas and Department of Justice Bureau of Criminal Identification & Information for live scan fingerprint submissions; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign contract, not to exceed \$20,000, between County of Plumas and RSH, Inc. dba Horton Tire Center for vehicle maintenance and service; approved as to form by County Counsel [View Item](#)

#### **B) PROBATION**

Authorize the Probation Department to recruit and fill vacant, funded and allocated 1.0 FTE Department Fiscal Officer I/II position, created by resignation [View Item](#)

#### **C) FACILITY SERVICES/AIRPORTS**

- 1) Approve and authorize the Chair to sign contract, not to exceed \$20,000, between County of Plumas and Siskiyou Elevator Company to provide service to county elevators and one chair lift; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign contract, not to exceed \$10,000, between County of Plumas and Frank's Garage to provide service to county vehicles and pool cars; approved as to form by County Counsel [View Item](#)

#### **D) LIBRARY**

Authorize the Plumas County Library to join the national boycott list against Blackstone Publishing eAudiobook and Macmillan Publishers eBooks [View Item](#)

**E) PUBLIC HEALTH AGENCY**

Approve submission of application to the California Department of Veteran's Affairs for Mental Health Services Act (MHSA) Grant Program, in support of mental health outreach and support services for veterans for the period of July 1, 2020 through June 30, 2022 [View Item](#)

**F) BEHAVIORAL HEALTH**

Approve and authorize the Chair to sign agreement, not to exceed \$26,000, between County of Plumas and Heavenly Home Residential Care Facility, for non-medical, residential care home; approved as to form by County Counsel [View Item](#)

**2. DEPARTMENTAL MATTERS**

A) **SOCIAL SERVICES** – Neal Caiazzo

Presentation of Social Services Trends Report for quarter ending December 31, 2019 [View Item](#)

B) **HUMAN RESOURCES** – Nancy Selvage

Adopt **RESOLUTION** to amend the Plumas County Job Classifications for Building Inspector I (Base Hourly Wage \$19.55); and Building Inspector II (Base Hourly Wage \$22.63); and authorize recruitment to fill funded and allocated 1.0 FTE Building Inspector I/II position. **Roll call vote** [View Item](#)

C) **ABANDONED VEHICLE ABATEMENT AUTHORITY BOARD** – Charles White

Adopt **ORDINANCE**, first introduced on February 4, 2020, amending Plumas County Code, Chapter 8 of Title 5 (Abandoned, Wrecked, Dismantled or Excess Inoperable Vehicles) to bring the Ordinance current and into compliance with State and California Highway Patrol regulations. **Roll call vote**

[View Item](#)

D) **AUDITOR/CONTROLLER** – Roberta Allen

Report and update by the Auditor/Controller regarding Tyler Technologies (Munis)

E) **COUNTY ADMINISTRATOR** – Gabriel Hydrick

Discussion and possible action regarding the Plumas-Sierra County Library Services Agreement

**3. BOARD OF SUPERVISORS**

A. Correspondence

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

#### **4. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Director of Child Support Services
- B. Personnel: Public employee performance evaluation – Building Official
- C. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- D. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (2) of Government Code § 54956.9 Harry Rogers v. County of Plumas, Plumas Superior Court, Case No. CV19-00187; County of Plumas v. Harry Rogers, Third District Court of Appeals, Case No. C090668
- E. Conference with Legal Counsel: Existing litigation - Mountain Circle Family Services, Inc. v. County of Plumas, et al., Plumas County Superior Court, Case No. CV 19-00122
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- G. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

##### **ADJOURNMENT**

Adjourn meeting to Tuesday, February 18, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California



# Office of the Sheriff

## Office of Emergency Services

JA/

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** January 30, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns 

**RE:** Agenda Items for the meeting of February 11, 2020

**It is recommended that the Board:**

Approve contract #PCSO00097 between the Plumas County Sheriff's Office (PCSO) and the Department of Justice (DOJ), Bureau of Criminal Identification & Information (BCII) in the amount of \$25,000 and authorize the Sheriff to sign.

Authorize the Auditor to pay invoices received for services starting 01/01/20 – prior to the agreement being executed.

**Background and Discussion:**

The term of this contract is 01/01/20-12/31/20. This purpose of this agreement with the DOJ is to submit fingerprint images and related information electronically and having DOJ provide PCSO with DOJ and FBI Criminal Offender Record Information (CORI). PCSO will be billed for live scan fingerprint submissions monthly and payments will be made to DOJ under this agreement.

County Counsel has reviewed and approved this agreement.

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

ORI: CA0320000 120112

ORIGINAL

AGREEMENT NUMBER PCSO00097
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Business/Entity named below:

BUSINESS/ENTITY NAME

COUNTY OF PLUMAS, a political subdivision of the State of California

CONTRACTOR'S NAME

DEPARTMENT OF JUSTICE (DOJ)

2. The term of this  
Agreement is: 01/01/2020 through 12/31/2020

3. The maximum amount  
of this Agreement is: \$25,000.00  
Twenty Five Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 page(s)

Exhibit B – Invoicing and Payment Provisions 2 page(s)

Exhibit C\* – General Terms and Conditions page(s)

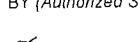
Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) page(s)  
 Exhibit - D Special Terms and Conditions

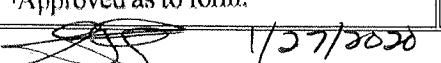
Exhibit E – Additional Provisions page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)	
DEPARTMENT OF JUSTICE (DOJ)	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/18/19
PRINTED NAME AND TITLE OF PERSON SIGNING	
CHRIS RYAN, Chief, Division of Operations	
ADDRESS	
1300 I STREET, ROOM 810, SACRAMENTO, CA 95814	
<b>BUSINESS/ENTITY</b>	
BUSINESS/ENTITY NAME	
COUNTY OF PLUMAS (PCSO)	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
TODD JOHNS, Sheriff	
ADDRESS	
1400 E. MAIN STREET QUINCY, CA 95971 Approved as to form:	

California Department of Justice  
Use Only

  
1/27/2020  
Gretchen Stuhr  
Deputy Plumas County Counsel

## **EXHIBIT A** **SCOPE OF WORK**

The County of Plumas, hereinafter referred to as PCSO and the Department of Justice, hereinafter referred to as DOJ, hereby enter into this agreement for the purpose of submitting fingerprint images and related information electronically and having the DOJ provide the PCSO with DOJ and FBI Criminal Offender Record Information (CORI).

**1. DOJ Responsibilities:**

A. The DOJ is responsible to receive and process the PCSO CORI requests via electronic submissions. The DOJ shall provide the PCSO with the following information when the DOJ receives and processes CORI requests submitted by PCSO, for PCSO:

DOJ CORI or a no record response and (if authorized) subsequent arrest notifications  
 FBI CORI or a no record response for initial submissions (as applicable)  
 Child Abuse Central Index (CACI – as applicable)  
 Peace Officer Carry Concealed Weapon (CCW – as applicable)  
 Other – Custodian of Records (COR – as applicable)

B. The DOJ is responsible to receive and process CORI requests submitted by PCSO on behalf of an applicant and/or an applicant agency. The DOJ shall provide the applicant and/or the applicant agency with the CORI requested and submitted through PCSO.

**2. The PCSO Responsibilities:**

A. The PCSO will request CORI electronically. The PCSO is statutorily authorized to request and receive CORI under ORI Number CA0320000. Accordingly, the DOJ will deal exclusively with the PCSO for all issues associated with these responses.

B. The PCSO agrees to maintain the confidentiality of all information submitted to the DOJ and of all DOJ and FBI no record responses or CORI received from the DOJ. The PCSO, any official or employee of the PCSO shall not divulge any State or Federal level CORI information provided by the DOJ, except upon written authorization of the DOJ.

C. The PCSO, if operating a live scan device, will also be responsible for payment if their live scan operator fails to input a billing/customer account number or inputs an incorrect billing/customer account number and/or applicant agency information, and the DOJ cannot determine which agency should be billed for the transaction.

3. The contact representatives during the term of this agreement will be:

**Program Inquiries:**

**Requesting Agency:**  
COUNTY OF PLUMAS (PCSO)  
Livescan Account

Name: Roni Towery  
Address: 1400 E. Main St.  
Quincy, CA 95971  
Phone: (530) 283-6396  
FAX: (530) 283-6344  
E-Mail: ronitowery@countyofplumas.com

**Providing Agency:**  
DEPARTMENT OF JUSTICE (DOJ)  
CJIS/OSP – Electronic Billing Unit

Name: DOJ Contract Analyst  
Address: P.O. Box 160608  
Sacramento, CA 95816-0608  
Phone: (916) 210-2462  
FAX:  
E-Mail: Doj.appbill@doj.ca.gov

**Contract inquiries:**

**Requesting Agency:**  
PCSO  
Livescan Account

Name: Roni Towery  
Address: 1400 E. Main St.  
Quincy, CA 95971

**Providing Agency:**  
DEPARTMENT OF JUSTICE (DOJ)  
CJIS/OSP – Electronic Billing Unit

Phone: (530) 283-6396  
FAX: (530) 283-6344  
E-Mail: ronitowery@countyofplumas.com

Phone: (916) 210-2462  
FAX:  
E-Mail: Doj.appbill@doj.ca.gov

4. Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.

5. This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this agreement (Government Code Section 8546.7).

This agreement shall be governed by the laws of the State of California and shall be interpreted according to California law.

**EXHIBIT B**  
**Invoicing and Payment Provisions**

**Invoicing**

Under the provisions of Penal Code section 11105, the DOJ is authorized to charge agencies requesting CORI a fee sufficient to cover the cost of processing. It is understood that CORI requests will be processed by the DOJ at the rates established by State and Federal agencies. These rates are subject to change with 30-days written notice.

Current CORI costs and related fees:

State Level Response	\$32	X
Federal Level Response	\$17	X
Federal Level Response (Volunteer)	\$15	
California Child Abuse Index (CACI)	\$15	X
Trustline CACI	\$15	
Adoption CACI	\$15	
Peace Officer Carry Concealed Weapon (CCW)	\$19	X
Employment CCW	\$22	X
Private Patrol/Security Guard CCW	\$38	
Standard CCW	\$44	X
Judge CCW	\$66	X
Reserve/Custodial Peace Officer CCW	\$88	X
Fingerprint Roller Certification	\$25	
DOJ Fingerprint Rolling Fee	\$10	
Record Review	\$25	
DSS Fee	\$10	
CS DSS Fee	\$20	
Custodian of Records	\$62	

CORI submissions specific to the PCSO, as delineated in paragraph 1. A. of Exhibit A, are indicated here with an X.

The PCSO agrees to compensate the DOJ for services rendered upon receipt of the DOJ invoice. All invoices will state the services provided, the time period covered, the contract number, and the billing/customer account number, 120112, with a tear-off bottom that must be returned with payment. The PCSO is responsible for the use of its billing/customer account number. All costs associated to the billing/customer account number will be the responsibility of the PCSO, and reflected on the DOJ invoice. The total amount payable for each invoice shall not exceed the sum of the costs for each CORI request submitted for the period covered by the invoice excluding corrections, other charges, or amounts overdue.

The DOJ will mail invoices to the following address:

Plumas County Sheriff's Office  
ATTN: Roni Towery  
1400 E. Main Street  
Quincy, CA 95971

#### Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the business/entity shall have no liability to pay any funds whatsoever to the DOJ or to furnish any other considerations under this agreement and the DOJ shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the business/entity shall have the option to either cancel this agreement with no liability occurring to the business/entity, or offer an agreement amendment to the DOJ to reflect the reduced amount.

#### Prompt Payment Clause

This is an agreement to pay the processing fees associated to the transmission of electronic criminal offender record information requests, including fees incurred by duplicate transmissions or other errors on the part of the PCSO or its representative(s).

The PCSO agrees to compensate the DOJ monthly, in arrears, upon receipt of an invoice, computed in accordance with the State Administrative Manual Section 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article I, Chapter 3, Part 1, Division 3, Title 2, of the Government Code.



# Office of the Sheriff

## Office of Emergency Services

1/12

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** January 28, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns 

**RE:** Agenda Items for the meeting of February 11, 2020

**It is recommended that the Board:**

Approve and sign contract #PCSO00025 between the Plumas County Sheriff's Office (PCSO) and RSH, Inc. dba Horton Tire Center in the amount of \$20,000.

**Background and Discussion:**

The term of this contract is 04/01/20 – 03/31/21. The purpose of this contract is for vehicle maintenance & service.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and RSH, INC. a corporation, doing business as Horton Tire Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand and No/100 Dollars (\$20,000.00).
3. Term. The term of this agreement shall be from April 1, 2020 through March 31, 2021, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of 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 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:

Sheriff's Department  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Roni Towery

Contractor:

Horton Tire Center  
116 E. Main Street  
Quincy, CA 95971  
Attention: Ron Horton

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

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

24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. .

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

**CONTRACTOR:**

RSH, Inc.  
dba Horton Tire Center

By: \_\_\_\_\_  
Name: Ron Horton  
Title: President  
Date signed:

By: \_\_\_\_\_  
Name: Stephanie Horton  
Title: Secretary  
Date Signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff-Coroner  
Date signed:

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Chair, Board of Supervisor  
Date signed:

Attest:

By: \_\_\_\_\_  
Name: Nancy Daforno  
Title: Clerk of the Board  
Date signed:

**APPROVED AS TO FORM:**

Plumas County Counsel



Gretchen Stuhr

Date signed: 1/27/2020

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Work**

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Lube, oil and filter changes (LOF).
  - b. Sale and installation of new tires.
  - c. Tire rotation.
  - d. Mounting and balancing of tires.
  - e. Vehicle alignment.
  - f. Brakes and shocks repair and replacement.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

**EXHIBIT B**

**Fee Schedule**

1. Labor shall be charged at a maximum of \$105.00 per hour.
2. Prices for tires quoted prior to installation.
3. LOF changes with inspection shall be charged at \$44.95 (all inclusive) for up to five (5) quarts of oil, with no charge rotation with Les Schwab tires.
4. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
5. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



**County of Plumas**  
**Department of Probation**  
270 County Hospital Rd. #128,  
Quincy, California, 95971



1B

**Erin Metcalf**  
Chief Probation Officer

**Phone:** 530-283-6200  
**FAX:** 530-283-6165

**DATE:** January 29, 2020

**TO:** The Honorable Board of Supervisors

**FROM:** Erin Metcalf, Chief Probation Officer

**SUBJECT:** Request for approval to recruit and fill fully funded, allocated 1.0 FTE Department Fiscal Officer I/II position.

**Recommendation:**

Approve the recruitment and filling of the vacant 1.0 FTE Department Fiscal Officer I/II position. The Department Fiscal Officer position is allocated and funded in the 2019-2020 Adopted Budget.

**Background:**

On February 1, 2020, the Department Fiscal Officer I/II position became vacant by resignation. This position is critical to the Probation Department. This position is responsible for oversight all of the Department's fiscal activities and support staff.

Therefore, we respectfully request the approval to recruit and fill the Department Fiscal Officer I/II position.

Chief Probation Officer

Management Analyst –  
Christina Gaudio

Department Fiscal  
Officer (Vacant)

Administrative Assistant –  
Karen Shaver

Legal Serv. Asst.  
Mark Mah

Legal Serv. Asst.  
Olivia Denison

Supervising Probation  
Officer- Keevin Allred

Adult Services

Deputy Probation  
Officer III - Doris  
McMahon

Deputy Probation  
Officer II – Cydney  
Piper

Deputy Probation  
Officer II – Scott  
Quade

Deputy Probation  
Officer II – Rader  
Phillips

Vacant Probation  
Officer

Vacant Probation  
Officer

Vacant Probation  
Officer

Probation Asst.  
Joseph Lee

Probation Asst.  
Wynae Hagwood

Probation Asst.  
Kimberly Blackwell

Probation Asst.  
Greg Cameron

Juvenile Services

Deputy Probation  
Officer II - Sarah  
McFadden

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

- Is there a legitimate business, statutory or financial justification to fill the position? Yes, the Department Fiscal Officer I/II position is a legitimate business justification due to the financial and budgetary oversight necessary to the fiscal and administrative management within the Probation Department.
- Why is it critical that this position be filled at this time? The main function of this position is covering a wide range of required administrative responsibilities, such as assisting the Chief Probation Officer in financial matters and grant compliance requirements.
- How long has the position been vacant? The former Department Fiscal Officer's last day was January 31, 2020. He has transferred to the Behavioral Health Department.
- Can the department use other wages until the next budget cycle? Other wages are not suitable in recruiting, hiring, and retaining a Department Fiscal Officer.
- What are staffing levels at other counties for similar departments and/or positions? Other county Probation Departments of similar size use a comparable number of Department Fiscal Officers.
- What core function will be impacted without filling the position prior to July 1? Timely flow and completion of claims, contracts, related accounting documents and time sensitive grant requirements would be negatively impacted without the Department Fiscal Officer.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? There is a potential for the Probation Department to suffer the loss of revenue from State grants without proper management of revenue and expenditures. Most grants require applications to receive the funding and a plan of expenditure uses for the current and upcoming budget year.
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? The Probation Department is a general fund department that is off-set by grants.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? The Probation Department does not expect unbudgeted audit exceptions that will affect the general fund.

- Does the budget reduction plan anticipate the elimination of any of the requested positions? The Probation Department is not requesting elimination of any positions.
- 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? Most of the Department Fiscal Officer's wages are borne from the General Fund and is off-set up to 40% by grant funding.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? There is fund balance in grants. This position is already partially off-set to the maximum amount allowable for duties performed to manage each grant.



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



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

DATE: February 11, 2020

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Goss to sign contract between Facility Services and Siskiyou Elevator Company.

---

### **Recommendation**

Approve and authorize Chair Goss to sign contract between Facility Services and Siskiyou Elevator Company.

### **Background and Discussion**

Siskiyou Elevator Company provides maintenance, regular repair, and emergency repair services for Plumas County's 3 elevators and 1 chair lift. Siskiyou Elevator Company also provides annual inspections to certify the conveyances for operation with the State of California Department of Industrial Relations. Contract not to exceed \$20,000.

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



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971

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



DATE: February 11, 2020

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Goss to sign contract between Facility Services and Frank's Garage.

---

### **Recommendation**

Approve and authorize Chair Goss to sign contract between Facility Services and Frank's Garage.

### **Background and Discussion**

Frank's Garage in Quincy provides automotive inspections, maintenance, and repair services to Facility Services' fleet of maintenance vehicles and pool cars. The Facility Services department has been using Frank's Garage to service its fleet for over 7 years and has always received outstanding service. Contract not to exceed \$10,000.

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

# PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



*Lindsay Fuchs  
County Librarian*

DATE: February 3, 2020  
TO: Honorable Board of Supervisors  
FROM: Lindsay Fuchs, Plumas County Librarian  
RE: Approve and authorize Plumas County Library to join the national boycott list against Blackstone Publishing eAudiobook and Macmillan Publishers eBooks.

## **Recommendation:**

Approve and authorize Plumas County Library to join the national boycott list against Blackstone Publishing eAudiobook and Macmillan Publishers eBooks.

## **Background:**

Starting Nov 1, 2019 Blackstone Publishing has embargoed eAudiobook titles from purchase by public libraries for 90 days after their release date. On the same date, Macmillan Publishers launched a library eBook embargo; its new digital content terms for libraries will allow libraries – no matter their size - to only purchase a single eBook copy of each new Macmillan title for the first eight weeks after a book's release.

This embargo limits libraries' ability to provide access to information for all. It particularly harms library patrons with disabilities or learning issues. The publishers' justification for this action is that they lose sales to libraries as customers forego buying and borrow instead. However, studies show that libraries are an essential part of the publishing ecosystem that promotes books, reading, and learning.

#eBooksForAll is the library-driven response to these embargoes in an effort for libraries to fulfill their mission: to ensure that all people have access to the world's knowledge through our nation's libraries, regardless of format. Meanwhile, led by Carmi Parker from Whatcom County Library System, libraries are boycotting new Blackstone and Macmillan e-content in an effort to stop these embargoes and keep other publishers from following in their footsteps.

The NorthNet Library System, of which Plumas County Library is included, shares an OverDrive platform. Overdrive hosts all of our eBook and eAudiobook content. The consortium has voted to join the boycott on all shared Overdrive items.

I would also like Plumas County Library to individually join the national list of boycotting libraries, which currently includes 84 library systems and consortia. This represents 1,201 locations in 28 states, which serves 48.8 million people - more than the total populations of California plus New York City. Nearby libraries like Sutter County Library and Yolo County Library have also joined this boycott.

This boycott has had minimal impact on circulation rates and according to recent studies, patrons are discovering competitor titles instead. This boycott does not impact Blackstone and Macmillan products in other formats not affected by the embargo, and new eBook and eAudiobook content is still being added to our digital collections from other publishers. This also does not affect previously-published Macmillan eBooks and Blackstone eAudiobooks already in the digital collection.



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

IE

**Date:** January 28, 2020  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff  
**Agenda:** Item for February 11, 2020

**Recommendation:** Approve submission of a Request for Application to the California Department of Veteran's Affairs for the Mental Health Services Act (MHSA) Grant Program in support of mental health outreach and support services for veterans for the period of July 1, 2020 through June 30, 2022.

**Background Information:** The passage of the MHSA in November 2004 increased funding to support county mental health programs and monitor progress toward statewide goals for servicing Californians with mental health needs.

The purpose of CalVet's MHSA program is to expand and enhance their mental health services for veterans, including treatment and other related recovery programs to veterans currently residing in or returning to the community from their military service as they transition back to civilian life, and to adequately meet the needs of all California veterans by reducing the long-term adverse impact on them resulting from an untreated serious mental illness. CalVet must ensure that all funds given to our Department through the MSHA are expended in the most effective manner and that services are provided in accordance with recommended best practices.

Plumas County Public Health Agency through its Veterans Services Office is requesting a total of \$100,000 for two fiscal years, which will begin on July 1, 2020 and runs through June 30, 2022.

At this time it is requested that the Board approve submission of a Request for Application to the California Department of Veteran's Affairs for Mental Health Services Act (MHSA) Grant Program in support of mental health outreach and support services for veterans.

Please contact me if you have any questions, or need additional information. Thank you.

C:\Documents and Settings\Rosie Olney\My Documents\BOS\VS-RFA Submission MHSA 2020-2021-2022.doc



530-283-6337 OFFICE  
530-283-6425 FAX



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

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

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Tony Hobson Ph.D., Director



DATE: February 11, 2020

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

**Recommendation**

It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign an \$26,000.00 Agreement with Heavenly Home Residential Care Facility.

**BACKGROUND AND DISCUSSION:**

The \$26,000.00 Agreement is with Heavenly Home Residential Care Facility located in Portola, CA.. Heavenly Home is a non-medical, residential care home. This Agreement has been approved to form by County Counsel.

**FINANCIAL IMPACT:** There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

## SOCIAL SERVICES TRENDS

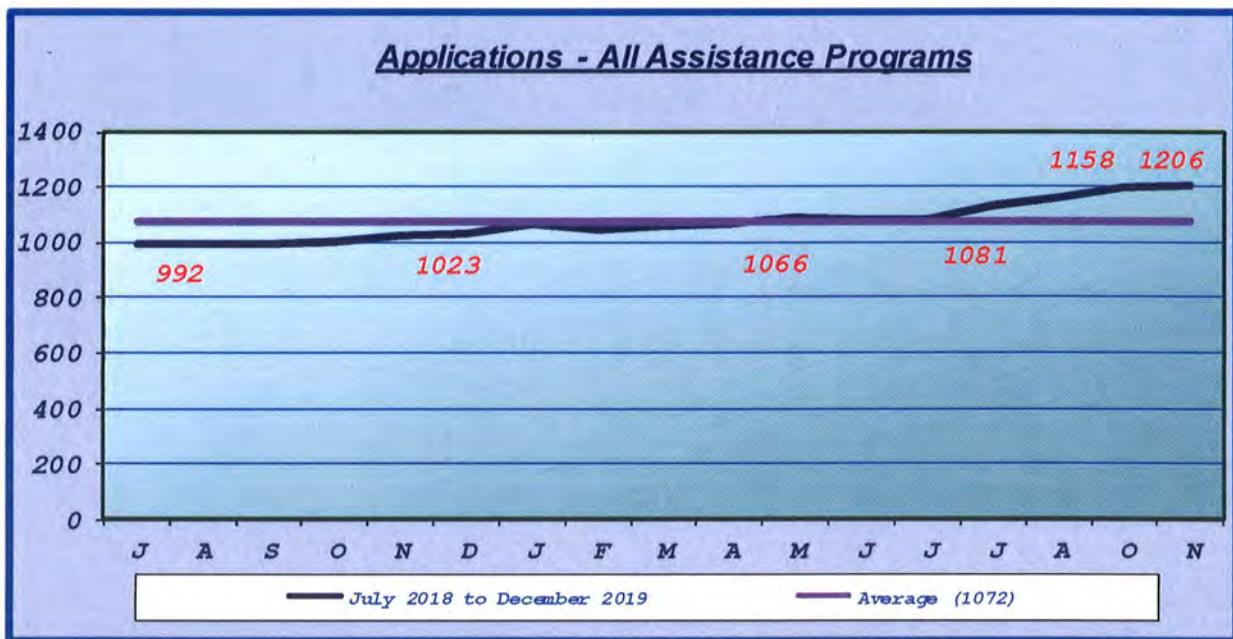
Semi-Annual Ending: December 31, 2019

**Social Services Trends** is a semi-annual report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts and workload data for the second half of the year that ended December 31, 2019. The Department welcomes questions regarding the information contained in this report or about our programs and services. Additional information regarding our programs is available by calling 530-283-6350 or by accessing the Plumas County web site at [www.countyofplumas.com](http://www.countyofplumas.com).

### **I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION**

#### **A. APPLICATIONS RECEIVED**

The overall trend for applications has been upward. The average number of applications for the second half of 2019 was 262 with a high of 349 in August. Just over one year ago the average was 230 per month. The percentage of Medi-Cal applications has dropped from about half of all applications to a little over forty percent.



## **B. CONTINUING CASES**

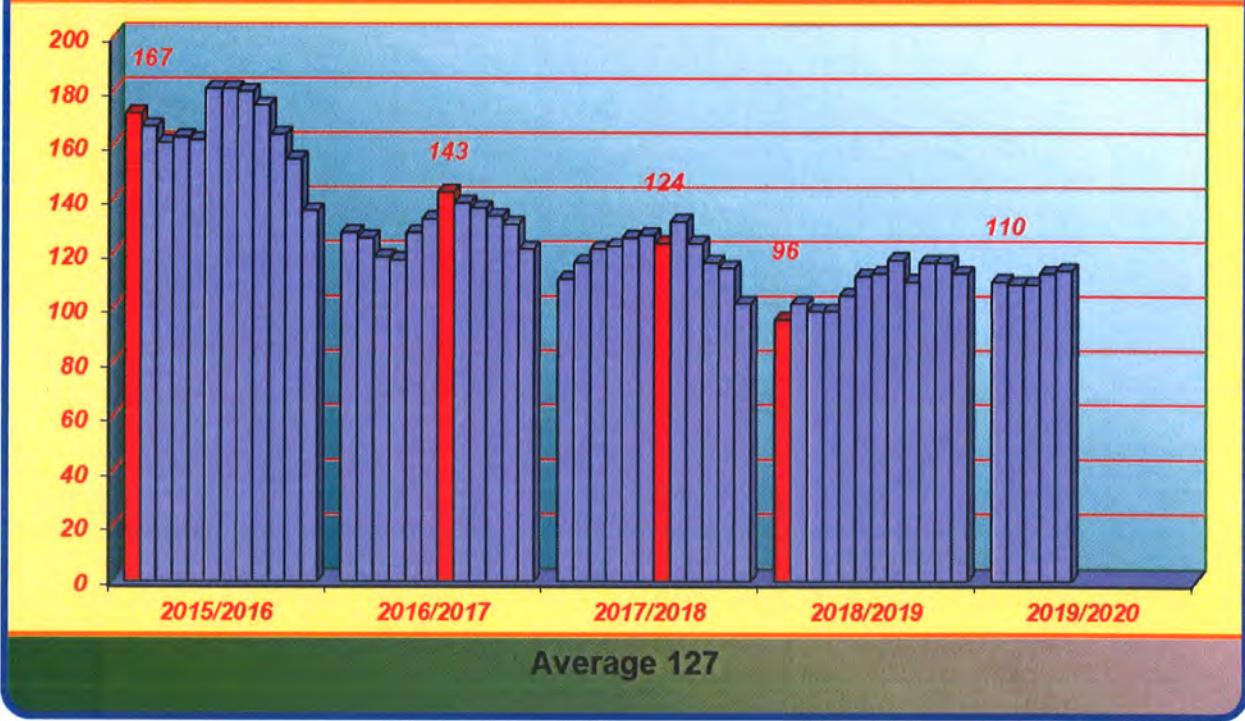
### **(1). Cash Assistance (AFDC/CalWORKs)**

The average number of open CalWORKs cases per month was 120, the case count has continued a pattern of relatively steady decline over time. There were 125 CalWORKs cases in the system at the end of June, and 121 at the end of December. That represents the lowest count of cash assistance cases since July 2018. This continues to be an indicator of improvements in the economy and growth in the job market. In addition, many of the families the Department assists are non-needy relative cases where a close relative is providing care for an eligible child.

#### **Average Monthly Caseload**

2017/2018	120
2018/2019	108
2019/2020	111

#### **CalWORKs Open Cases at End of Month**



## **(2). CalFresh (Supplemental Nutrition Assistance Program) Assistance**

### **A. Case Count**

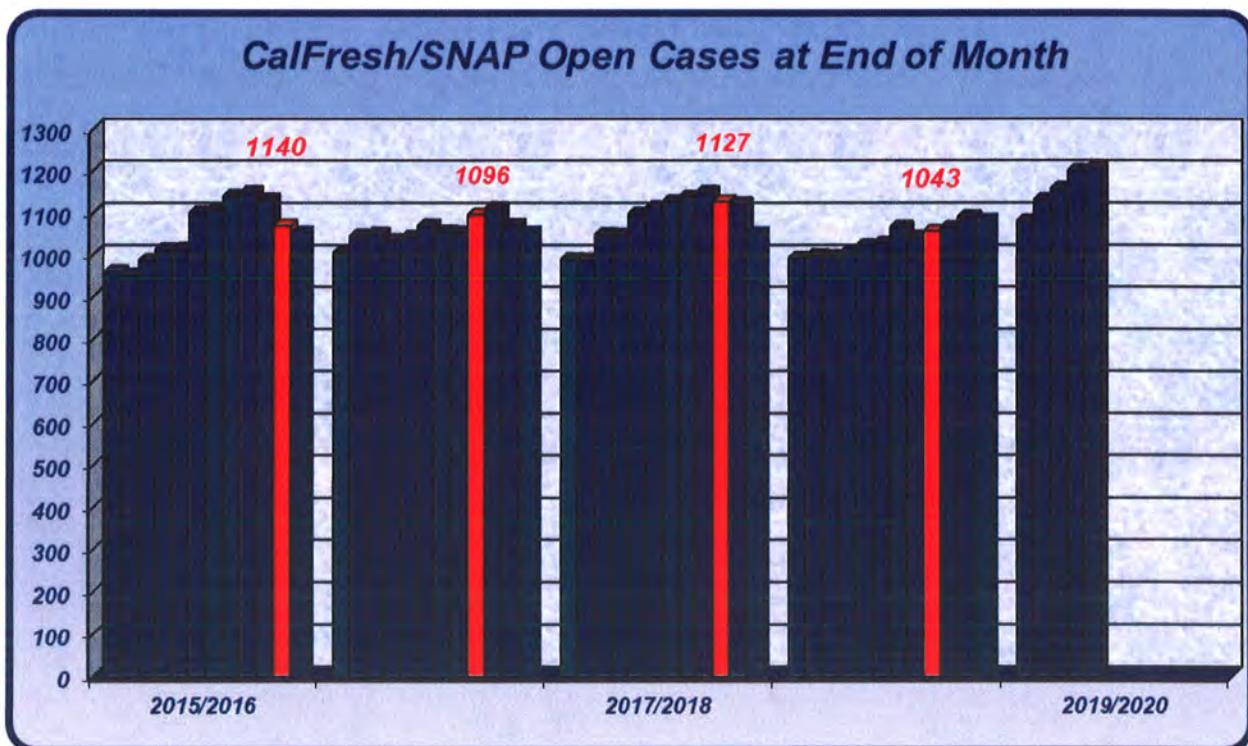
The Department is continuing to see growth in the CalFresh program. The trend continues to increase. Typically, the Department sees a slight upward trend in August due to the return of students. College students are eligible for assistance so long as they are enrolled in a work/study component.

For working people, CalFresh supplements their purchasing power. So despite improvements in the economy, case counts will likely remain higher.

The Department also continues to see more customers who are over 55 and more individuals with disabling conditions where in the past, it was less likely to see people in those areas applying.

#### **Average Monthly Caseload**

<b>2017/2018</b>	<b>1084</b>
<b>2018/2019</b>	<b>1138</b>
<b>2019/2020</b>	<b>1155</b>



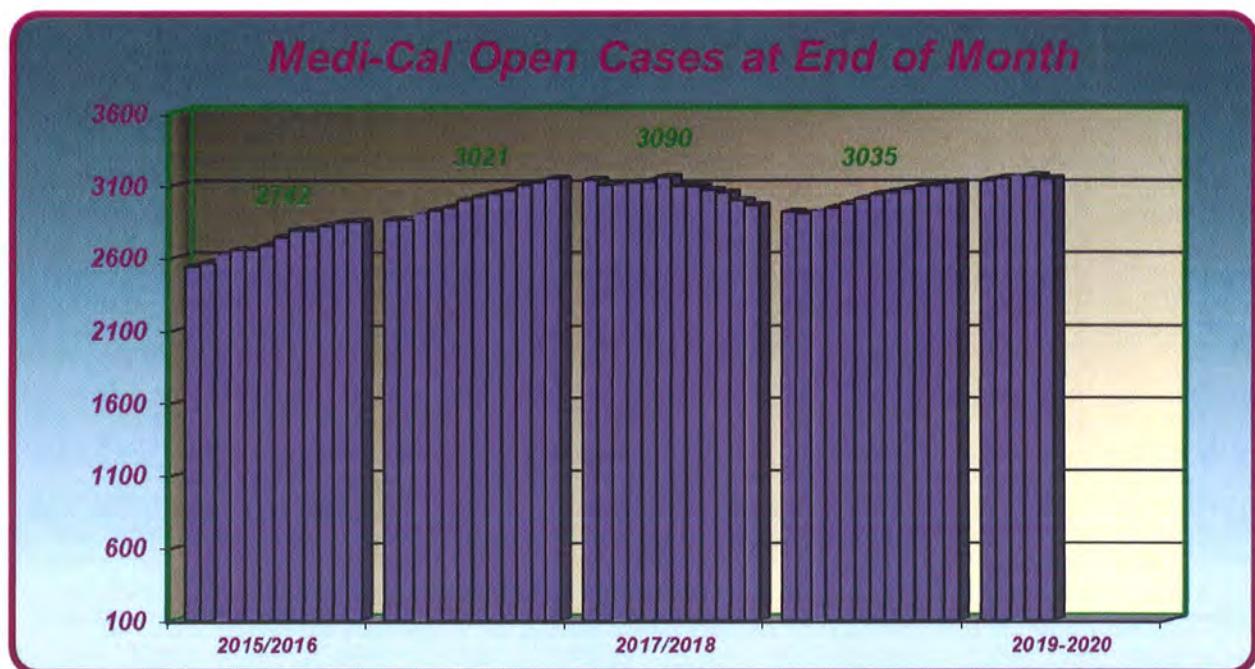
### **(3). Medi-Cal**

The Medi-Cal case count continues to experience steady growth, the number of active cases appears to have leveled off, at least for the past six months. The Department has believed for some time that case counts for this program would eventually level off as the number of eligible recipients gets saturated. It is reasonable to think that the Department has reached that point.

As has been noted in previous reports, those who are eligible for the expanded Medi-Cal program have earned income that is 138% of the federal poverty level or less. For a single individual that roughly translates into about \$1,354 per month. For a single working person that amounts to \$16,248 annually. For a family of three, annual income at 138% of poverty is \$27,730 or less.

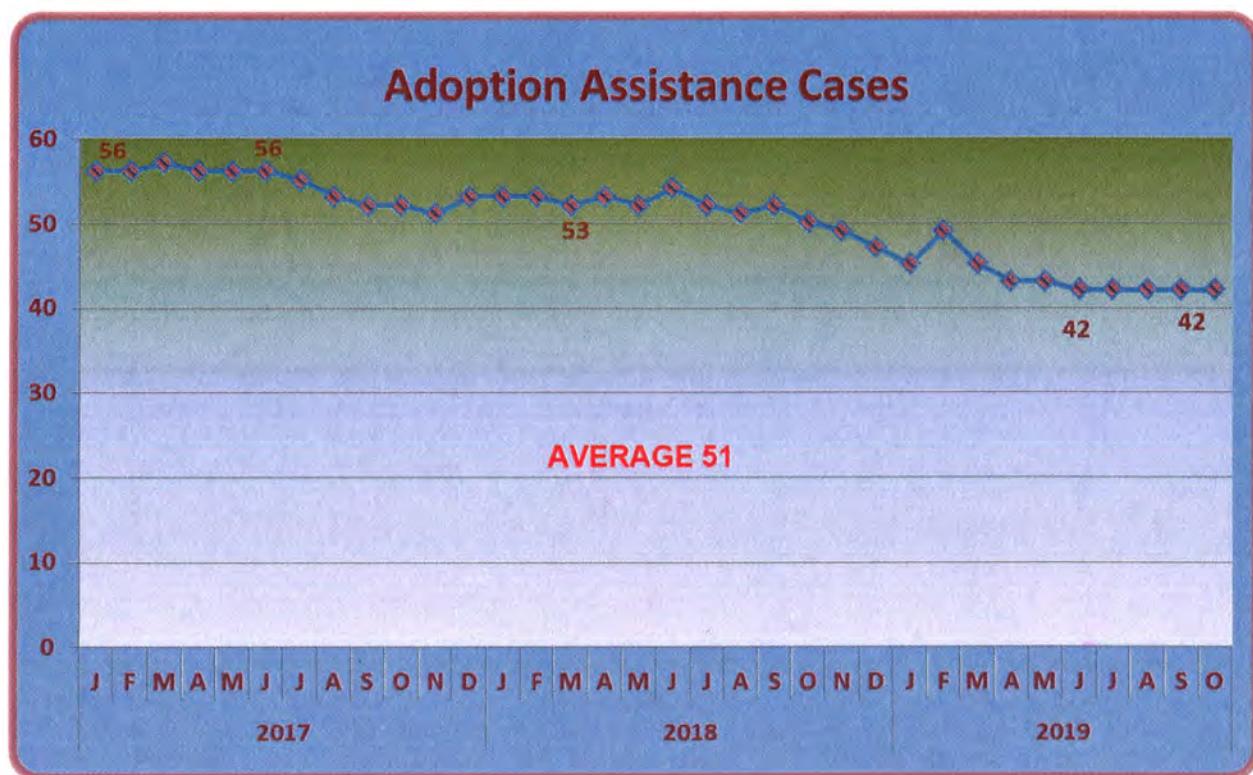
#### **Average Monthly Caseload**

<b>2017/2018</b>	<b>3081</b>
<b>2018/2019</b>	<b>3009</b>
<b>2019/2020</b>	<b>3149</b>



#### **(4). Aid to Adoptions**

In 2012 the Department of Social Services began operating the Adoptions program. The services provided and benefits issued are mandated by Welfare and Institutions Code under Chapter 2.1 beginning at Section 16115. Services provided include home studies, training for adoptive parents and case management of adoptive placements. Adoptive families also qualify for cash assistance under the Aid to Adoptions program. The caseload for the Adoptions Program has dropped to 41 children currently receiving assistance. There have been as many as 70 children receiving assistance in the past. Most of this decline is the result of children who have aged out of the system. On rare occasions adoptive placements fail and the children must be placed in foster care.



## **(5). CalWORKs Work Participation Rates (WPA)**

Periodically the California Department of Social Services provides counties with a summary of their Federal Work Participation (WPA) rate data. California has continued to make improvements in WPR rates and Plumas County has been among the top tier, particularly in respect to small county rates.

In the enclosed tables, which are for the Federal Fiscal Year ending in 2014, Plumas County's performance for two-parent households was slightly below the statewide average. Plumas County's rate was 40.5% compared to the statewide average of 40.8%.

For all families, the Plumas rate of 30% was just below the statewide rate of 42.1%, but still the 22<sup>nd</sup> best in the state. When one looks at the size of counties that ranked above Plumas, it is clear that Plumas performed very well compared to other small and medium counties.

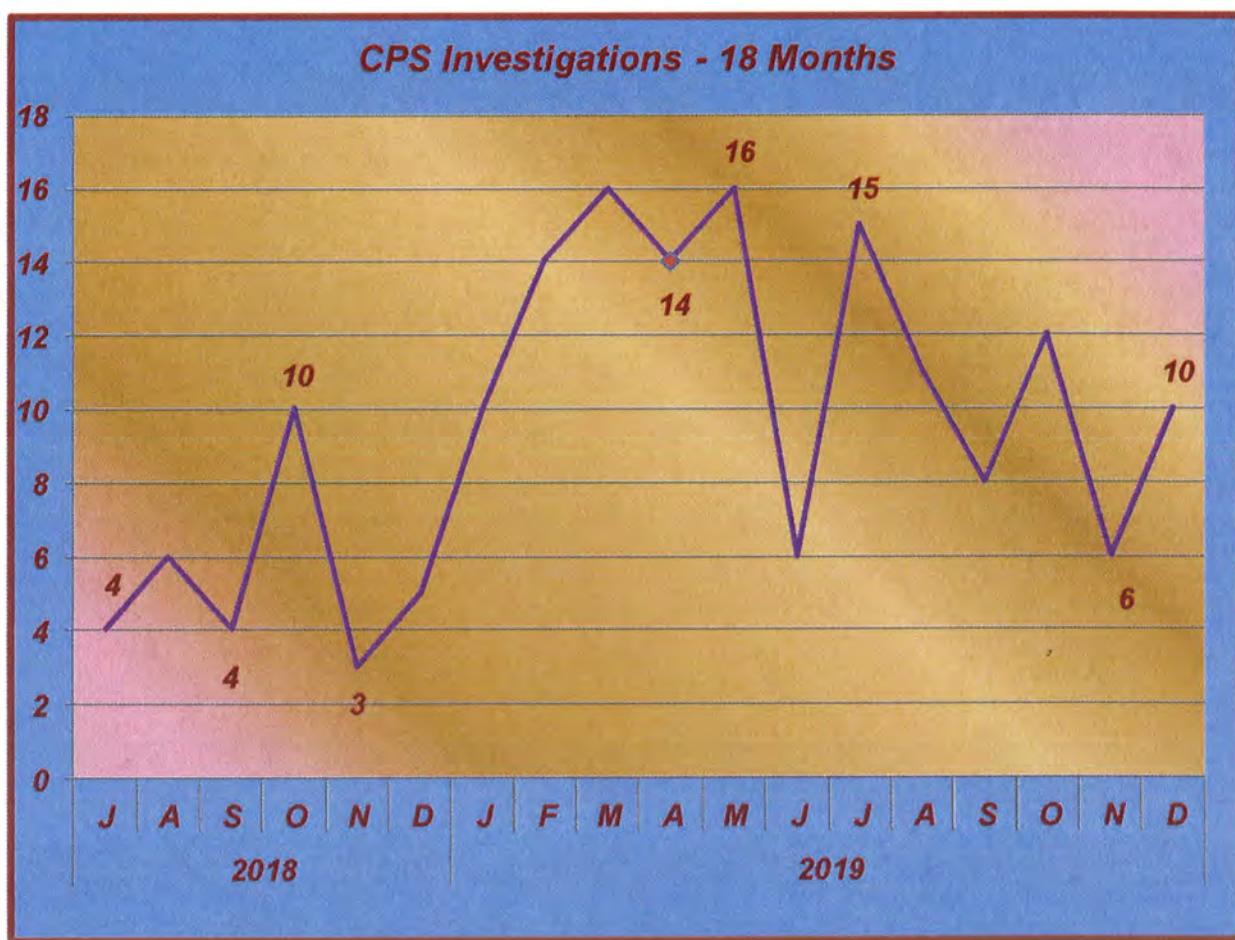
Charts on the following pages provide a complete county by county comparison of work participation rates.

## **II. SOCIAL SERVICES DIVISION**

### **A. Child Welfare Services**

The Emergency Response component of Child Protective Services averages about 15 child abuse investigations per month. As has been reported previously, the Department generally expects that requests for CPS investigations will increase when school returns to session at the end of the summer. That circumstance would account for substantially increased referral numbers in August and September.

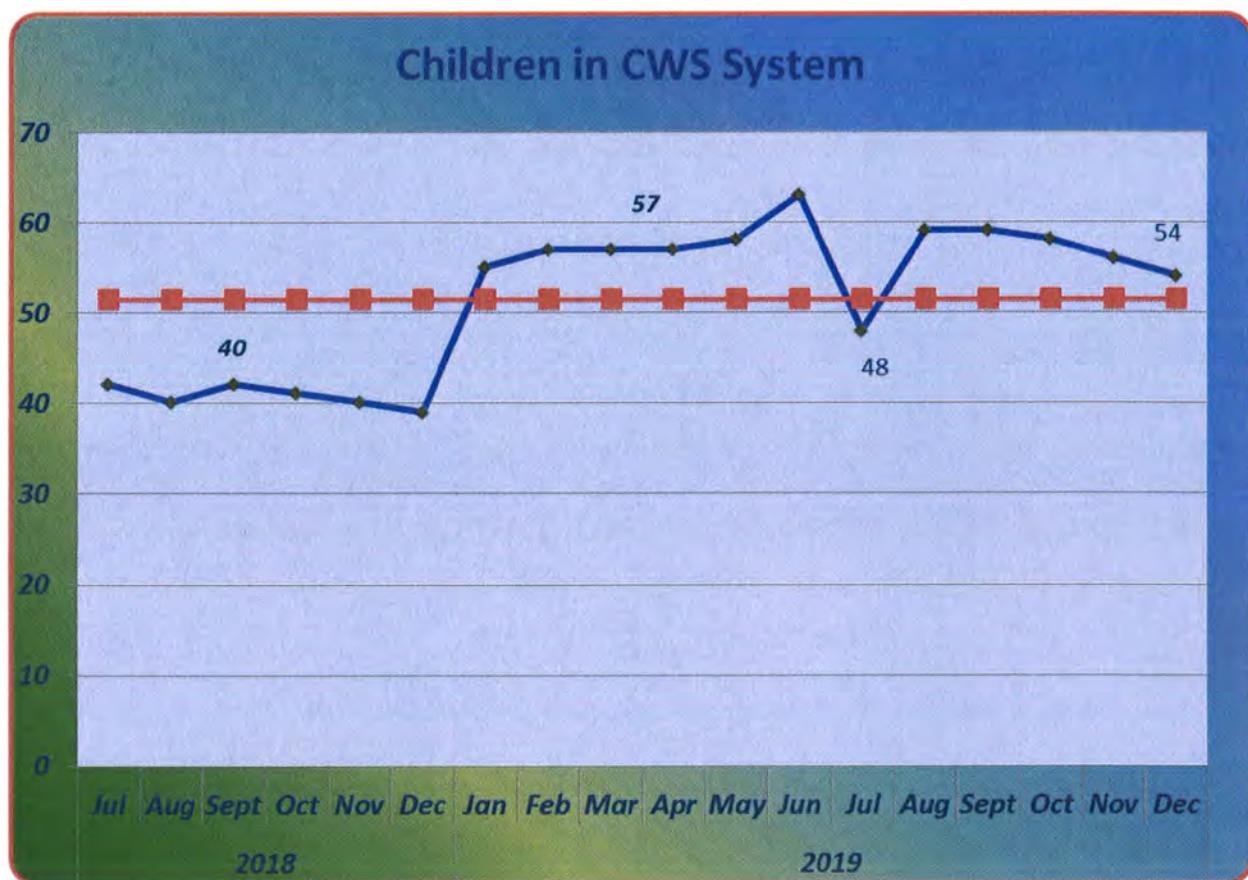
As the Department has noted previously, we have continued to experience significant numbers of cases where the precipitating factors leading to abuse and neglect are associated with substance abuse, in particular methamphetamine but also alcohol and other drugs. Substance abuse and the resultant failure to fulfill a parenting role is the foremost reason that children are removed from unsafe environments.



## **B. Children in the Child Welfare Services System**

As has been reported previously, under changes in the law associated with Assembly Bill 12 of 2012, some children will stay in the Child Welfare System longer so that they can complete their education or secure independent housing. Currently the Department has 4 children who are completing an educational plan or living independently. This circumstance has generated an increase in the case count which is not directly associated with new detentions of children.

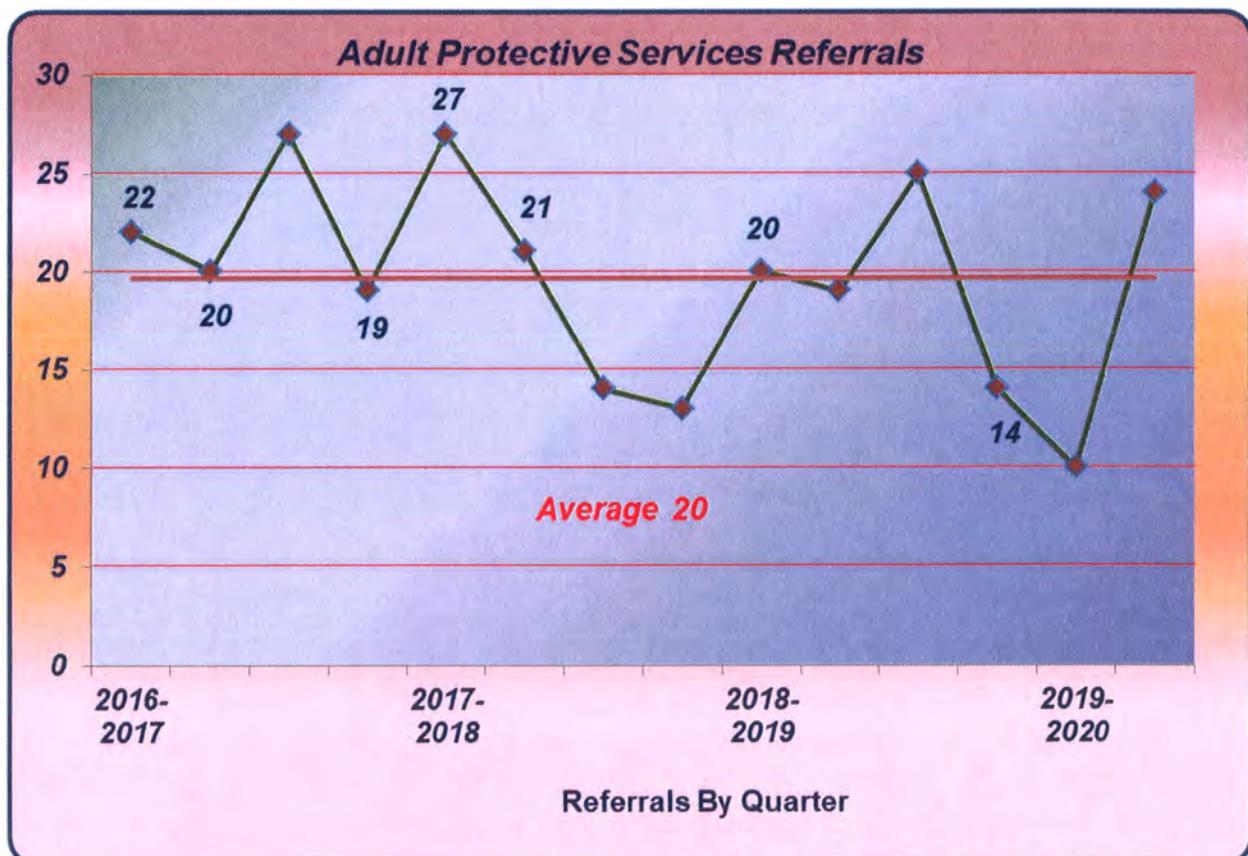
The Department has continued its trend toward placing foster children with relatives and with non-related extended family members. This has placed us in a position where we are less reliant on foster family agencies and foster homes for placement resources. While we expect that trend to continue, there remains a need for foster homes for children who come into our system. This is particularly evident when the Department detains children with special needs as there are fewer foster homes or group homes that provide the specialized care needed by these children.



### **C. Adult Protective Services**

Generally the Department receives about 16 referrals per quarter for situations involving abuse or neglect of elderly and disabled people. During the three month period that concluded in September, the Department received 27 requests for investigation. This marks the fifth consecutive quarter (now 15 months) where referrals have been above the average. The Department has not identified any particular reason that referrals are growing other than good public awareness of potential threats to the safety and well-being of elderly and/or disabled persons.

The Department continues to receive referrals from financial institutions regarding suspicious circumstances connected with an elderly or disabled person's financial resources. The Department also receives referrals that are for self-neglect. In some of these situations it is not always possible to intercede because the individual being referred may still have a right to self-determination if a cognitive disability isn't the cause for their self-neglect.

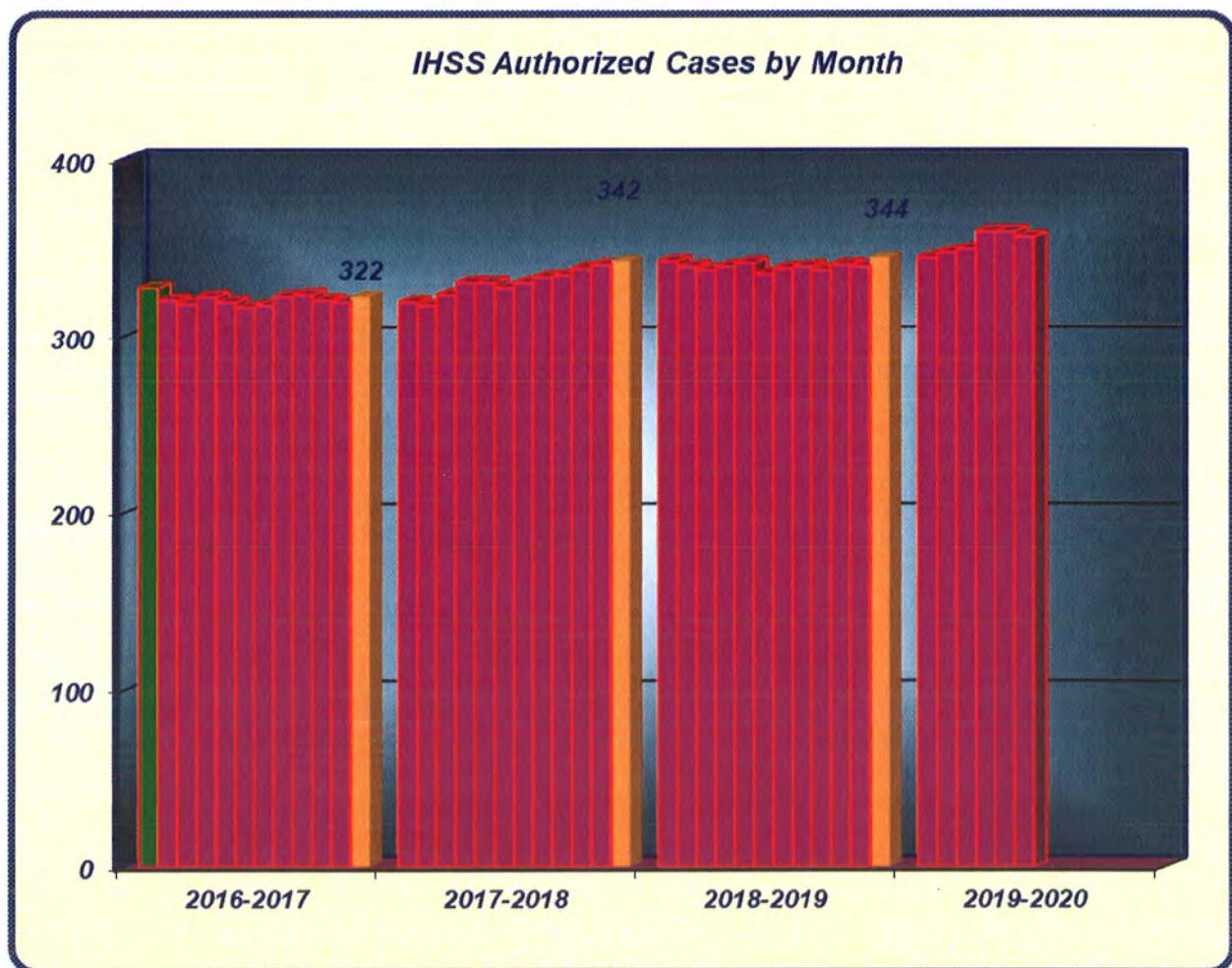


#### **D. In-Home Supportive Services (IHSS)**

The In-Home Supportive Services caseload has held steady at an average case count of 320 per month for the past 27 months.

##### **Average Monthly Case Count**

<b>2017/2018</b>	<b>320</b>
<b>2018/2019</b>	<b>339</b>
<b>2019/2020</b>	<b>352</b>



### **III. PUBLIC GUARDIAN**

The Public Guardian is currently servicing 8 L.P.S. Conservatorship cases, 4 Probate Conservatorship cases and serves as the Representative Payee for 6 recipients.

# DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



**DATE:** June 28, 2017

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF February 11, 2020.

**RE: ADOPT RESOLUTION TO AMEND THE PLUMAS COUNTY JOB CLASSIFICATIONS FOR BUILDING INSPECTOR BUILDING INSPECTOR I - BASE HOURLY WAGE \$19.55 AND BUILIDNG INSPECTOR II – BASE HOULY WAGE \$22.63.**

**RE: APPROVE RECRUITMENT TO FILL 1.0 FTE FUNDED AND ALLOCATED BUILDING INSPECTOR I OR II POSITION**

---

### **IT IS RECOMMENDED THAT THE BOARD:**

Approve Plumas County's classification plan revising the recommended changes to the Building Inspector I and II job classifications. Operating Engineers Local #3 (OE3) recommends increasing the base wage due to the recommended additional years of experience added to the qualifications for Building Inspector I position qualifications. If approved, this will also change base wage for Building Inspector II.

### **BACKGROUND AND DISCUSSIONS**

These job classifications are 2.0 FTE funded and allocated positions for the Building Department. With the recent resignation of one of the two Building Inspectors, the Director of Building Services, Charles White, would like to take this opportunity to update the job descriptions. These updates are based on department needs as well as industry standards. My work on this request included comparison with state and other local agencies and these changes are consistent with Charles White's recommendations.

Changes to Building Inspector I and II job descriptions include:

#### **Building Inspector I:**

##### **Desirable Qualifications**

##### **Knowledge of:**

Strick out “Uniform Building, Plumbing and Electrical Codes: change to read **Title 24 California Codes**

### **Training and Experience**

It is recommended to update the years of experience from three to **FIVE** years of experience using the Title 24 California codes in the construction and building trades.

Also adding **Commercial or Residential** building inspection to the third option for qualifying.

*Please see attached noted requested changes to this job description – Exhibit A*

Changes to **Building Inspector II** job description include:

### **Building Inspector II:**

#### **Desirable Qualifications**

##### **Knowledge of:**

Strick out “Uniform Building, Plumbing and Electrical Codes: change to read **Title 24 California Codes**.

### **Training and Experience**

The International Code Council (ICC) certification(s) as “Combination” **Commercial or Residential** Building Inspector or its equivalent.

Replaces:

The International Code Council (ICC) certification(s) as “Combination” Building Inspector or its equivalent.

Adding the “**Commercial or Residential**” Building Inspector or its equivalent.

### **Recommended Base Wage Increases:**

<u>Job Classification</u>	<u>Current Wage</u>	<u>Proposed Change</u>
Building Inspector I	\$19.07	\$19.55
Building Inspector II	\$21.02	\$22.63

Both job descriptions are within OE3’s General Unit have met the meet and confer obligation.

Thank you for your consideration in this matter.

**Attached Exhibits:**

Exhibit A:

- Revised job description for Building Inspector I /II
- Mark up of current job description for Building Inspector I /II

Exhibit B:

- Building Department Organizational Chart

Exhibit C:

- Financial impact to the department

**RESOLUTION TO AMEND FISCAL YEAR 2019-2020 JOB CLASSIFICATION PLAN  
FOR BUILDING INSPECTOR BUILDING INSPECTOR I - BASE HOURLY WAGE  
\$19.55 AND BUILDING INSPECTOR II – BASE HOURLY WAGE \$22.63  
DEPARTMENT #20426**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2019/2020 Job Classification Plan covering all positions in the County service; and

**WHEREAS**, these positions are necessary in the daily operational needs Building Department Fund #20426; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the FY 2019/2020 Job Classification for Building Inspector I – base hourly wage of \$19.55 and Building inspector II – base hourly wage of \$22.63 Fund #20426; and

**WHEREAS**, Plumas County has met the meet and confer obligations for these positions with Operating Engineers Local #3; and

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

Approve the amendments to the Fiscal Year 2019/2020 Job Classification Plan for the following 2.0 FTE funded and allocated positions:

<u>Building Department #20426</u>	<u>Current Wage</u>	<u>Proposed Change</u>
Building Inspector I	\$19.07	\$19.55
Building Inspector II	\$21.02	\$22.63

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 11<sup>th</sup> day of February, 2020 by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

---

Chair, Board of Supervisors

# Exhibit A

PLUMAS COUNTY

Revised: 02/04

## BUILDING INSPECTOR I

### DEFINITION

Under general direction, to conduct inspections of residential, commercial or industrial building structures and installations during construction, alteration, and repair; to determine that construction, alterations, and repairs are in conformance with County Building Codes and ordinances; to answer questions regarding code enforcement and structural requirements for the public, architects, engineers, and contractors; and do related work as required by the Assistant Building Official.

### DISTINGUISHING CHARACTERISTICS

This is an entry-level position for the Building Inspector classification series. Incumbents are required to learn and perform building inspection and building code enforcement duties for residential, commercial, and for manufactured homes that are installed outside of mobile home parks. They are required to possess knowledge of the California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code and Title 25 requirements for manufactured home inspections.

### REPORTS TO

Director of Planning and Building, Assistant Building Official or Senior Building Inspector.

### CLASSIFICATIONS DIRECTLY SUPERVISED

None.

## BUILDING INSPECTOR I - 2

### EXAMPLES OF DUTIES

- Makes field inspections of residential, commercial, or industrial structures in varying states of construction, alteration, or repair.
- Interprets applicable codes, ordinances, and regulations for builders and homeowners and insures compliance.
- Checks the quality of materials and methods of construction for electrical, plumbing, mechanical, framework, concrete, masonry work, lathing, plastering, tile work, and roofing.
- Inspects completed work, giving approval to acceptable structures and installations.
- Writes correction notices for plans and works with contractors to follow-up on plan changes.
- Investigates violations of building and zoning laws.
- Inspects existing buildings to determine health or safety hazards, structural failures, or the need for maintenance and repair.
- Inspects commercial structures.
- Inspects mobile home installations.
- Issues building permits.
- Gives advice to contractors and individuals on construction procedures and practices.
- May perform special reviews of grading plans and perform grading inspections.
- May inspect construction and repair of County buildings and structures.
- Assists in more difficult and complex field inspections and code interpretations and applications.

### TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; crawl through various areas, including under floor and attic areas, requiring moving on hands and knees; walk on sloped ground and uneven surfaces; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### TYPICAL WORKING CONDITIONS

Work is performed in office, outdoor, and driving environments; work is performed in varying temperatures; exposure to dust, chemicals, and gases; exposure to dampness, exposure to insects; exposure to hazards such as moving machinery parts, electrical current; continuous contact with staff and the public.

## BUILDING INSPECTOR I - 3

### DESIRABLE QUALIFICATIONS

#### Knowledge of:

- Practices, tools, equipment, and materials used in the general construction trades.
- Accepted safety standards and methods of building construction.
- Qualities of various construction materials.
- Building and related codes and ordinances enforceable by the County.
- Uniform Building, Plumbing and Electrical Codes. Title 24 California Codes
- State Housing Act of California.
- General knowledge of County Zoning and Land Use Ordinances.
- Inspection methods and techniques.
- Principles of mathematics related to the building trades.

#### Ability to:

- Perform building inspections, enforce codes and ordinances, and examine workmanship and materials.
- Apply a variety of inspection methods and techniques.
- Detect deviations from laws, regulations and standard construction practices.
- Read, interpret and explain building plans, specifications and building codes.
- Make arithmetical calculations quickly and accurately.
- Apply technical knowledge of building trades work.
- Communicate effectively both orally and in writing.
- Provide advice on standard construction methods and requirements.
- Enforce regulations with firmness and tact.
- Prepare clear and concise written reports.
- Deal tactfully and courteously with the public.
- Establish and maintain cooperative working relationships.
- Operate a personal computer and use appropriate software in the performance of Building Division tasks.

## BUILDING INSPECTOR I - 4

### TRAINING AND EXPERIENCE

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

EITHER:

Five

title 24 California

1. Three years of experience using the uniform construction codes in the construction and building trades; or
2. Certification as a Permit Technician and three years of permit technician experience; or
3. Possession of a valid International Code Council (ICC) certificate, or its equivalent, in either Building, Mechanical, Electrical or Plumbing Inspection.

Commercial or Residential

### Special Requirements:

Possession of a valid drivers license at time of application and possession of a valid California Drivers License by time of appointment. The valid California Drivers License must be maintained throughout employment.

In addition, Certification as a Combination Inspector, by ICC or its equivalent, must be obtained within one year from date of appointment and must be maintained throughout employment.

**BUILDING INSPECTOR I****DEFINITION**

Under general direction, to conduct inspections of residential, commercial or industrial building structures and installations during construction, alteration, and repair; to determine that construction, alterations, and repairs are in conformance with County Building Codes and ordinances; to answer questions regarding code enforcement and structural requirements for the public, architects, engineers, and contractors; and do related work as required by the Assistant Building Official.

**DISTINGUISHING CHARACTERISTICS**

This is an entry-level position for the Building Inspector classification series. Incumbents are required to learn and perform building inspection and building code enforcement duties for residential, commercial, and for manufactured homes that are installed outside of mobile home parks. They are required to possess knowledge of the California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code and Title 25 requirements for manufactured home inspections.

**REPORTS TO**

Director of Planning and Building, Assistant Building Official or Senior Building Inspector.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **BUILDING INSPECTOR I - 2**

### **EXAMPLES OF DUTIES**

- Makes field inspections of residential, commercial, or industrial structures in varying states of construction, alteration, or repair.
- Interprets applicable codes, ordinances, and regulations for builders and homeowners and insures compliance.
- Checks the quality of materials and methods of construction for electrical, plumbing, mechanical, framework, concrete, masonry work, lathing, plastering, tile work, and roofing.
- Inspects completed work, giving approval to acceptable structures and installations.
- Writes correction notices for plans and works with contractors to follow-up on plan changes.
- Investigates violations of building and zoning laws.
- Inspects existing buildings to determine health or safety hazards, structural failures, or the need for maintenance and repair.
- Inspects commercial structures.
- Inspects mobile home installations.
- Issues building permits.
- Gives advice to contractors and individuals on construction procedures and practices.
- May perform special reviews of grading plans and perform grading inspections.
- May inspect construction and repair of County buildings and structures.
- Assists in more difficult and complex field inspections and code interpretations and applications.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; crawl through various areas, including under floor and attic areas, requiring moving on hands and knees; walk on sloped ground and uneven surfaces; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in office, outdoor, and driving environments; work is performed in varying temperatures; exposure to dust, chemicals, and gases; exposure to dampness, exposure to insects; exposure to hazards such as moving machinery parts, electrical current; continuous contact with staff and the public.

## BUILDING INSPECTOR I - 3

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Practices, tools, equipment, and materials used in the general construction trades.
- Accepted safety standards and methods of building construction.
- Qualities of various construction materials.
- Building and related codes and ordinances enforceable by the County.
- Title 24 California Codes.
- State Housing Act of California.
- General knowledge of County Zoning and Land Use Ordinances.
- Inspection methods and techniques.
- Principles of mathematics related to the building trades.

#### **Ability to:**

- Perform building inspections, enforce codes and ordinances, and examine workmanship and materials.
- Apply a variety of inspection methods and techniques.
- Detect deviations from laws, regulations and standard construction practices.
- Read, interpret and explain building plans, specifications and building codes.
- Make arithmetical calculations quickly and accurately.
- Apply technical knowledge of building trades work.
- Communicate effectively both orally and in writing.
- Provide advice on standard construction methods and requirements.
- Enforce regulations with firmness and tact.
- Prepare clear and concise written reports.
- Deal tactfully and courteously with the public.
- Establish and maintain cooperative working relationships.
- Operate a personal computer and use appropriate software in the performance of Building Division tasks.

## **BUILDING INSPECTOR I - 4**

### **TRAINING AND EXPERIENCE**

Qualifications needed for this position:

Three years of experience using the uniform construction codes in the construction and building trades;

**OR**

Certification as a Permit Technician and three years of permit technician experience;

**OR**

Possession of a valid International Code Council (ICC) certificate, or its equivalent, in either Building, Mechanical, Electrical or Plumbing Inspection.

### **Special Requirements:**

Possession of a valid driver's license at time of application and possession of a valid California Drivers License by time of appointment. The valid California Drivers License must be maintained throughout employment.

In addition, Certification as a Combination Inspector, by ICC or its equivalent, must be obtained within one year from date of appointment and must be maintained throughout employment.

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

## BUILDING INSPECTOR II

### DEFINITION

Under general direction, to conduct inspections of residential, commercial or industrial building structures and installations during construction, alteration, and repair; to determine that construction, alterations, and repairs are in conformance with County Building Codes and ordinances; conduct structural and life/safety investigations of existing structures and prepare written reports documenting field conditions for further analysis; to answer questions regarding code enforcement and structural requirements for the public, architects, engineers, and contractors; and do related work as required by the Assistant Building Official.

### DISTINGUISHING CHARACTERISTICS

This is the experienced working level classification the Building Inspector series. Incumbents shall apply a greater level of knowledge and experience in the performance of their duties, requiring less guidance and supervision than a Building Inspector I. Incumbents are required to perform the full range of building inspection and building code enforcement duties for residential, commercial, and for manufactured homes that are installed outside of mobile home parks, while exercising greater levels of independent judgment and decision making capabilities. They are required to possess substantial knowledge of the California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code and Title 25 requirements for manufactured home inspections; and perform more difficult and complex inspections.

### REPORTS TO

Director of Planning and Building, Assistant Building Official or Senior Building Inspector.

### CLASSIFICATIONS DIRECTLY SUPERVISED

None.

## BUILDING INSPECTOR II - 2

### EXAMPLES OF DUTIES

- Performs difficult and complex field inspections of residential, commercial, or industrial structures in varying states of construction, alteration, or repair.
- Interprets applicable codes, ordinances, and regulations for builders and homeowners and insures compliance.
- Evaluates and determines the quality of materials and methods of construction for electrical, plumbing, mechanical, framework, concrete, masonry work, lathing, plastering, tile work, and roofing.
- Inspects completed work, giving approval to acceptable structures and installations.
- Writes correction notices for plans and works with contractors to follow-up on plan changes.
- Investigates violations of building and zoning laws.
- Performs more difficult and complex investigations of existing buildings to determine health or safety hazards, structural failures, or the need for maintenance and repair.
- Prepares written reports documenting field investigations and recommends solutions for mitigating problem areas.
- Inspects commercial structures.
- Inspects mobile home installations.
- Issues building permits.
- Gives advice to contractors and individuals on construction procedures and practices.
- May perform special reviews of grading plans and perform grading inspections.
- May inspect construction and repair of County buildings and structures.
- Assists in training subordinate inspectors and support personnel.

### TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; crawl through various areas, including under floor and attic areas, requiring moving on hands and knees; walk on sloped ground and uneven surfaces; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### TYPICAL WORKING CONDITIONS

Work is performed in office, outdoor, and driving environments; work is performed in varying temperatures; exposure to dust, chemicals, and gases; exposure to dampness, exposure to insects; exposure to hazards such as moving machinery parts, electrical current; continuous contact with staff and the public.

## BUILDING INSPECTOR II - 3

### DESIRABLE QUALIFICATIONS

#### Knowledge of:

- Practices, tools, equipment, and materials used in the general construction trades.
- Accepted safety standards and methods of building construction.
- Qualities of various construction materials.
- Building and related codes and ordinances enforceable by the County.
- Uniform Building, Plumbing and Electrical Codes. *Title 24 California Codes*
- State Housing Act of California.
- General knowledge of County Zoning and Land Use Ordinances.
- Inspection methods and techniques.
- Principles of mathematics related to the building trades.

#### Ability to:

- Perform difficult and complex building inspections, enforce codes and ordinances, and examine workmanship and materials.
- Work independently as required.
- Apply a variety of inspection methods and techniques.
- Detect deviations from laws, regulations and standard construction practices.
- Read, interpret and explain building plans, specifications and building codes.
- Make arithmetical calculations quickly and accurately.
- Apply technical knowledge of building trades work.
- Communicate effectively both orally and in writing.
- Provide advice on standard construction methods and requirements.
- Enforce regulations with firmness and tact.
- Analyze and document site violations and concerns
- Apply good judgment in the formulation of proposed solutions to field problems.
- Prepare clear and concise written reports.
- Deal tactfully and courteously with the public.
- Establish and maintain cooperative working relationships.
- Operate a personal computer and use appropriate software in the performance of Building Division tasks.

## BUILDING INSPECTOR II - 4

### TRAINING AND EXPERIENCE

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

*Commercial or Residential*

The International Code Council (ICC) certification(s) as "Combination" Building Inspector or its equivalent.

AND

Three (3) years of responsible experience equivalent to a Building Inspector I with Plumas County.

### Special Requirements:

Possession of a valid drivers license at time of application and possession of a valid California Drivers License by time of appointment. The valid California Drivers License must be maintained throughout employment.

In addition, Certification as a Combination Inspector, by ICC or its equivalent, and must be maintained throughout employment.

**BUILDING INSPECTOR II****DEFINITION**

Under general direction, to conduct inspections of residential, commercial or industrial building structures and installations during construction, alteration, and repair; to determine that construction, alterations, and repairs are in conformance with County Building Codes and ordinances; conduct structural and life/safety investigations of existing structures and prepare written reports documenting field conditions for further analysis; to answer questions regarding code enforcement and structural requirements for the public, architects, engineers, and contractors; and do related work as required by the Assistant Building Official.

**DISTINGUISHING CHARACTERISTICS**

This is the experienced working level classification the Building Inspector series. Incumbents shall apply a greater level of knowledge and experience in the performance of their duties, requiring less guidance and supervision than a Building Inspector I. Incumbents are required to perform the full range of building inspection and building code enforcement duties for residential, commercial, and for manufactured homes that are installed outside of mobile home parks, while exercising greater levels of independent judgment and decision making capabilities. They are required to possess substantial knowledge of the California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code and Title 25 requirements for manufactured home inspections; and perform more difficult and complex inspections.

**REPORTS TO**

Director of Planning and Building, Assistant Building Official or Senior Building Inspector.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None

## **BUILDING INSPECTOR II - 2**

### **EXAMPLES OF DUTIES**

- Performs difficult and complex field inspections of residential, commercial, or industrial structures in varying states of construction, alteration, or repair.
- Interprets applicable codes, ordinances, and regulations for builders and homeowners and insures compliance.
- Evaluates and determines the quality of materials and methods of construction for electrical, plumbing, mechanical, framework, concrete, masonry work, lathing, plastering, tile work, and roofing.
- Inspects completed work, giving approval to acceptable structures and installations.
- Writes correction notices for plans and works with contractors to follow-up on plan changes.
- Investigates violations of building and zoning laws.
- Performs more difficult and complex investigations of existing buildings to determine health or safety hazards, structural failures, or the need for maintenance and repair.
- Prepares written reports documenting field investigations and recommends solutions for mitigating problem areas.
- Inspects commercial structures.
- Inspects mobile home installations.
- Issues building permits.
- Gives advice to contractors and individuals on construction procedures and practices.
- May perform special reviews of grading plans and perform grading inspections.
- May inspect construction and repair of County buildings and structures.
- Assists in training subordinate inspectors and support personnel.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; crawl through various areas, including under floor and attic areas, requiring moving on hands and knees; walk on sloped ground and uneven surfaces; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in office, outdoor, and driving environments; work is performed in varying temperatures; exposure to dust, chemicals, and gases; exposure to dampness, exposure to insects; exposure to hazards such as moving machinery parts, electrical current; continuous contact with staff and the public.

## **BUILDING INSPECTOR II - 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Practices, tools, equipment, and materials used in the general construction trades.
- Accepted safety standards and methods of building construction.
- Qualities of various construction materials.
- Building and related codes and ordinances enforceable by the County.
- Title 24 California Codes.
- State Housing Act of California.
- General knowledge of County Zoning and Land Use Ordinances.
- Inspection methods and techniques.
- Principles of mathematics related to the building trades.

#### **Ability to:**

- Perform difficult and complex building inspections, enforce codes and ordinances, and examine workmanship and materials.
- Work independently as required.
- Apply a variety of inspection methods and techniques.
- Detect deviations from laws, regulations and standard construction practices.
- Read, interpret and explain building plans, specifications and building codes.
- Make arithmetical calculations quickly and accurately.
- Apply technical knowledge of building trades work.
- Communicate effectively both orally and in writing.
- Provide advice on standard construction methods and requirements.
- Enforce regulations with firmness and tact.
- Analyze and document site violations and concerns
- Apply good judgment in the formulation of proposed solutions to field problems.
- Prepare clear and concise written reports.
- Deal tactfully and courteously with the public.
- Establish and maintain cooperative working relationships.
- Operate a personal computer and use appropriate software in the performance of Building Division tasks.

## **BUILDING INSPECTOR II - 4**

### **TRAINING AND EXPERIENCE**

Qualifications needed for this position:

The International Code Council (ICC) certification(s) as “Combination” Commercial or Residential Building Inspector or its equivalent.

**AND**

Three (3) years of responsible experience equivalent to a Building Inspector I with Plumas County.

### **Special Requirements:**

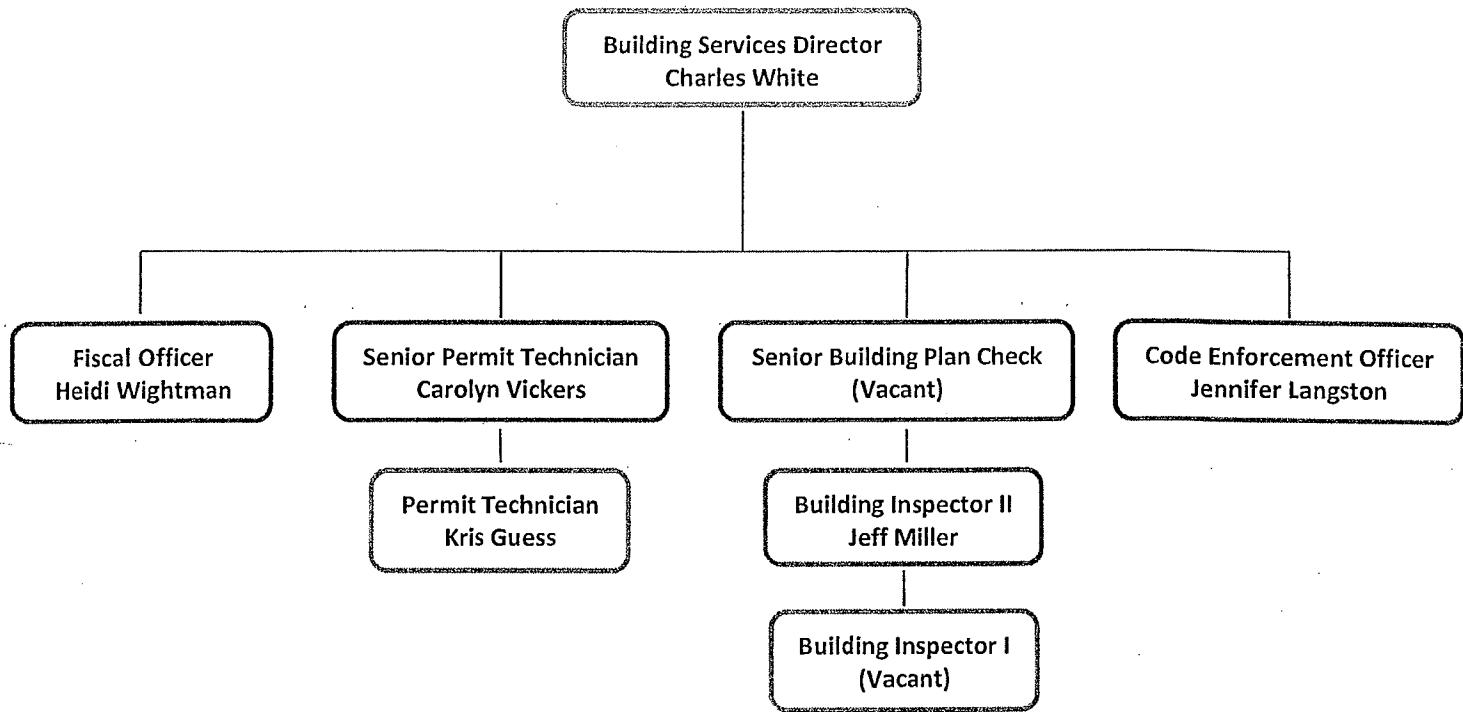
Possession of a valid driver's license at time of application and possession of a valid California Drivers License by time of appointment. The valid California Drivers License must be maintained throughout employment.

In addition, Certification as a Combination Inspector, by ICC or its equivalent, and must be maintained throughout employment.

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

# Exhibit B

## BUILDING SERVICES ORGANIZATIONAL CHART



## Exhibit C

## MISC PERS

Building Inspector II

Current Range: \$21,02

		FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/25	FY 24/25
<b>Current Range Annual</b>							
Retirement		\$ 53,186.00	\$ 53,186.00	\$ 55,848.00	\$ 55,848.00	\$ 55,848.00	\$ 55,848.00
FICA / Medicare		\$ 13,030.57	\$ 14,041.10	\$ 15,637.44	\$ 15,804.98	\$ 16,140.07	
<b>Total</b>		\$ 70,285.30	\$ 71,295.83	\$ 75,757.81	\$ 75,925.36	\$ 76,260.44	
<b>Proposed Annual Increase \$22.63</b>		\$ 57,262.00	\$ 57,262.00	\$ 60,133.00	\$ 60,133.00	\$ 60,133.00	\$ 60,133.00
Retirement		\$ 14,029.19	\$ 15,117.17	\$ 16,837.24	\$ 17,017.64	\$ 17,378.44	
FICA/Medicare		\$ 4,380.54	\$ 4,380.54	\$ 4,600.17	\$ 4,600.17	\$ 4,600.17	
<b>Total</b>		\$ 75,671.73	\$ 76,759.71	\$ 81,570.41	\$ 81,750.81	\$ 82,111.61	
<b>Five Year Differential</b>	Difference	\$ (5,386.43)					
		\$ (5,463.88)					
		\$ (5,812.60)					
		\$ (5,825.46)					
		\$ (5,851.17)					
<b>Five year increase to Personnel Budget</b>	\$ (28,339.54)						
<b>Total as a % of payroll</b>		<b>24.5</b>	<b>26.4</b>	<b>28%</b>	<b>28.30%</b>	<b>28.90%</b>	<b>29.30%</b>
ULA Payment		\$ 2,992,630.00	\$ 3,339,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,151,000.00	\$ 4,336,000.00
normal cost %		9.12%	9.70%	9.70%	9.70%	9.70%	9.70%





ORDINANCE NO. 2020-

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING  
ORDINANCE NO. 05-1033, CHAPTER 8 OF TITLE 5 (PUBLIC WELFARE) OF THE PLUMAS  
COUNTY CODE BY AMENDING CERTAIN SECTIONS OF CHAPTER 8 OF TITLE 5 OF THE  
PLUMAS COUNTY CODE**

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

**SECTION 1.**

Chapter 8 "Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles" of Title 5 of the Plumas County Code are adopted and amended as set forth in Exhibit "A".

**SECTION 2.**

This ordinance shall become effective 30 days from the date of final passage.

**SECTION 3. Codification**

This ordinance shall be codified.

**SECTION 4. Publication**

A summary of this ordinance shall be published, pursuant to Section 25124(b)(1) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the *Feather River Bulletin*, *Indian Valley Record*, *Chester Progressive*, and *Portola Reporter*, newspapers of general circulation in the County of Plumas.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote:

AYES: Supervisors:  
NOES: Supervisors:  
ABSENT: Supervisors:

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Chair, Board of Supervisors

ATTEST:

---

Clerk of said Board of Supervisors

## Exhibit "A"

### **Sec. 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.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.02. - Definitions.**

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

*Abandoned* shall mean the status of a vehicles or part thereof when the vehicle owner has ceased to assert or exercise any interest, right or title therein either intent to resume or reassert such interest, right or title.

*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.

*Highway* shall mean a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. "Highway" shall include street

*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.

*Owner of the vehicle* shall mean the last registered owner and legal owner of record.

## Exhibit "A"

*Private Property* shall mean property that belongs absolutely to an individual and that person has the exclusive right of disposition. Property of a specific, fixed, and tangible nature, capable of being possessed and transmitted to another, such as houses, lands, vehicles, etc.

*Public Property* shall mean land owned by government or a community and used by the general public

*Unregistered* shall mean a vehicle subject to registration by the California Department of Motor Vehicles which is not lawfully registered in a manner recognized in California, another state, or the United States.

*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.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 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.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.04. - Administration and enforcement.**

Except as otherwise provided in this chapter, the provisions of this chapter shall be administered and enforced by the Plumas County Code Enforcement Office. In the enforcement of the provisions of this chapter, County Code Enforcement Officers may enter upon private or public property to examine a vehicle, or parts thereof, or obtain information as to the identity of a vehicle, and to remove, or cause the removal of, a vehicle, or parts thereof, declared to be a nuisance pursuant to the provisions of this chapter.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.05. - Right of entry of certain persons.**

## Exhibit "A"

When the Board or the Code Enforcement Office has contracted with, or the Board has granted a franchise to, any person, such person shall be authorized to enter upon private or public property to remove, or cause the removal of, a vehicle, or parts thereof, declared to be a nuisance pursuant to the provisions of this chapter.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.06. - Administrative costs.**

Administrative costs for enforcement of Chapter 8, of Title 5 of the Plumas County Code, will be assessed pursuant to the Fee Schedule of the Code Enforcement Office as approved, and from time to time amended, by the Board.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.07. - Authority to remove.**

The provisions of this chapter shall apply to those abandoned, wrecked, dismantled, or excess inoperable vehicles, or parts thereof, on private or public property within the County which are referred to the Code Enforcement Office as being in violation of County or State codes.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.08. - Notices of intention to abate and remove.**

A not less than ten-day Notice of Violation or Order to Abate Violation stating the intent of the Enforcement Agency to abate and remove a vehicle, or parts thereof, as a public nuisance shall be mailed by registered or certified mail to the owner of the land as shown on the last equalized assessment roll and to the last registered and legal owners of the vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership, or ownership cannot be established by the records of the Department of Motor Vehicles. Such nuisance may be summarily abated where failure to do so would perpetuate an immediate threat to life or safety, with required notification to be mailed by registered or certified mail as soon as practicable following such abatement. Where nuisances are summarily abated, the time for noticing an appeal shall be ten (10) days from the mailing of the Notice or Order. The Notice or Order shall be substantially as described for Notices of Violation and Abatement Orders in Chapter 15 of Title 8, and in a form approved by the Plumas County Counsel and shall, as a minimum, specify:

- (a) The date of such Notice or Order, and
- (b) The name, address and telephone number of the enforcement agency, and
- (c) The owner's name and mailing address and the address and assessor's parcel number of the property upon which the violation has been determined to exist, and
- (d) The name and address of the registered owner and legal owner of the vehicle, if identified, and
- (e) A description of the conditions of the violation to be abated including a description of the nuisance vehicle and registration or identification number, if present, and
- (f) The specific code(s) violated, and
- (g) An order that the property owner abate the violation by the removal of said vehicle (or said parts of a vehicle) within the time period specified and, notice that upon failure to do

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so, the same will be abated and removed by the Enforcement Agency, and the costs thereof, together with administrative fees, will be assessed to the owner of the land on which said violation is located, unless exempted, and

- (h) A statement that the property owner may submit a sworn written statement within the compliance period specified, denying responsibility for the presence of said vehicle (or said parts of a vehicle) with the reasons for denial and such statement shall be construed as an appeal of the Notice or Order at which said owner's presence is not required, and
- (i) A statement that either the vehicle registered or legal owner or the property owner may appeal the Notice or Order within the compliance period specified and appear in person at any appeal hearing conducted or, in lieu thereof, may present a sworn written statement as aforesaid in time for consideration at any appeal hearing, and that failure to appeal will result in Enforcement Agency abatement without any such hearing, and
- (j) The name, signature and date of the authorized issuer and issuance of the Notice or Order.

No notice of intention to abate and remove a vehicle (or parts thereof) shall be issued where exempted by the provisions of item (c) of Section 22661, of the California Vehicle Code. However, prior to final disposition of vehicles described by Vehicle Code Section 22661(c), the County shall provide notice to the registered and legal owners of intent to dispose of the vehicle or part, and if the vehicle or part is not claimed and removed within twelve (12) days after the notice is mailed, final disposition may proceed.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.09. - Appeal hearings: Notices.**

Upon a request by the registered or legal owner of the vehicle or owner of the land received by the Code Enforcement Office or Office of the County Counsel within the compliance period specified in the Notice or Order, an appeal hearing shall be held before the Board on the question of the abatement and removal of the vehicle, or parts thereof, as an abandoned, wrecked, dismantled, or excess inoperable vehicle and the assessment of the administrative fees and the costs of removal of the vehicle, or parts thereof, against the property on which the vehicle, or parts thereof, is located.

If the owner of the land submits a sworn written statement denying responsibility for the presence of the vehicle on his land within the compliance period, such statement shall be construed as a request for an appeal hearing which does not require his presence. Notice of the hearing shall be mailed by registered or certified mail at least thirty (30) days before the hearing to the owner of the land and to the registered and legal owners of the vehicle, if identified. If such request is not received within the compliance period in the Notice or Order, the Enforcement Agency shall have the authority to abate and remove the vehicle, or parts thereof, as a public nuisance without a hearing.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.10. - Appeals: Appeal hearings: Determinations.**

All appeal hearings held pursuant to the provisions of this chapter shall be held before the Board, or alternate appeal board, in the manner and form specified in Chapter 18 of Title 8, which shall hear all facts and testimony deemed pertinent. Such facts and testimony may include

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testimony on the condition of the vehicle, or parts thereof, and the circumstances concerning its location on private or public property. The appeal hearing shall not be limited by the technical rules of evidence. The owner of the land on which the vehicle is located may appear in person at the hearing, or present a sworn written statement in time for consideration at the hearing, and deny responsibility for the presence of the vehicle on the land, with his reasons for such denial.

The Appeal Board may impose such conditions and take such other action appropriate under the circumstances to carry out the provisions of this chapter. The Board may delay the time for removal of the vehicle, or parts thereof, if, in its opinion, the circumstances so justify. At the conclusion of the hearing, the Appeal Board may find that a vehicle, or parts thereof, has been abandoned, wrecked, dismantled, or is an excess inoperable vehicle on private or public property and order the same removed from the property as a public nuisance and disposed of as provided in this chapter, and determine the administrative fees and the cost of removal. The order requiring removal shall include a description of the vehicle, or parts thereof, and the correct identification number and license number of the vehicle, if available at the site.

If it is determined at the hearing that the vehicle was placed on the land without the consent of the owner of the land and that he has not subsequently acquiesced in its presence, the Appeal Board shall not assess the costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect such costs from such owner of the land.

If the owner of the land submits a sworn written statement denying responsibility for the presence of the vehicle on his land but does not appear, or if an interested party makes a written presentation but does not appear, such person shall be notified in writing of the decision.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.11. - Reserved.**

**Editor's note**— Ord. No. 05-1033, § I, adopted August 16, 2005, repealed § 5-8.11, which derived from Ord. 73-1, § 1, effective July 5, 1973. See § 5-8.10 for provisions relating to appeals.

### **Sec. 5-8.12. - Abatement.**

Ten (10) days after the adoption of the order declaring the vehicle, or parts thereof, to be a public nuisance, or ten (10) days after the date of the mailing of the notice of the decision, if such notice is required by the provisions of Section 5-8.10 of this chapter, the vehicle, or parts thereof, may be disposed of by removal to an automobile dismantler's yard, scrap yard, junk yard or other site authorized by Section 22662 of the Vehicle Code. . After a vehicle has been removed, it shall not thereafter be reconstructed or made operable unless the exception stated in Vehicle Code Section 22661(f) applies.

Any vehicle whose owner cannot be identified may be removed with the written permission of the property owner and without any of the other procedures required by Sections 5-8.08 through 5-8.10 of this chapter.

(§ I, Ord. 73-1, eff. July 5, 1973, as amended by § 1, Ord. 75-125, eff. October 12, 1975; and § I, Ord. 05-1033, adopted August 16, 2005)

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### **Sec. 5-8.13. - Abatement: Notices.**

Within five (5) days after the date of the removal of the vehicle, or parts thereof, notice shall be given to the Department of Motor Vehicles of the State identifying the vehicle, or parts thereof, removed. At the same time there shall be transmitted to the Department of Motor Vehicles of the State any evidence of registration available, including registration certificates, certificates of title, and license plates.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.14. - Assessment of costs.**

Administrative fees and costs of removal shall be billed to the owner of the parcel whereon the abatement occurred, together with a demand for payment within forty-five (45) days of the mailing of such billing and demand, pursuant to Section 5-8.10 of this chapter. Such billing shall be by registered or certified mail. If such fees and costs are not paid in full within said forty-five (45) days, the sum of such fees and costs will be assessed against the parcel of land pursuant to the provisions of Section 38773.5 of the Government Code of the State and shall be transmitted to the Treasurer for collection. Such assessment shall accrue interest at the rate of six and one-half percent (6.5%) per annum, or such other rate as from time to time determined by the Board, until paid. Such assessment shall have the same priority as other County taxes.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.15. - Violations: Failure to comply.**

- (a) It shall be unlawful for any person, without the permission of the owner of the real property, to abandon, park, store, or leave, or permit the abandonment, parking, storing, or leaving of, any licensed or unlicensed vehicle, or part thereof, which is in an abandoned, wrecked, dismantled; or inoperable condition upon any private property or public property, including county highways, streets and roads, and State highways under jurisdiction of the California Highway Patrol, within the County. This prohibition is not applicable where such vehicle, or part thereof, is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property, or unless such vehicle is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, licensed tow service or a junk yard.
- (b) It shall be a violation to fail to comply with any Notice of Violation or Order to Abate Violation lawfully issued pursuant to the provisions of Chapter 8, of Title 5.
- (c) A violation of any provision of Chapter 8, of Title 5, has the effect of being a civil wrong or inequity that is in the nature of a nuisance. Moreover, any person violating any provision of this chapter shall be guilty of a misdemeanor or infraction, and may be charged with either a misdemeanor or an infraction in the discretion of the arresting officer. In addition, the Court shall be granted discretion to reduce a misdemeanor to an infraction if it determines such action is in the interests of justice. Provisions of this chapter may be enforced by any peace officer as defined by the California Penal Code, County Code Enforcement Officers, authorized to issue citations and make arrests, and County Code Compliance Officials, except that County Code Enforcement Officers and Code Compliance Officials shall only enforce violations occurring upon State highways when requested by the California Highway

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Patrol. The County may seek any and all enforcement remedies that its Code Compliance Officials find appropriate and in the public interest to protect the health, safety and welfare of the People of Plumas County.

- (d) Any person convicted of a violation of this section shall provide proof that the costs of removal and disposition of the vehicle(s) abated have been paid or reimbursed.
- (e) Proof that the costs of removal and disposition of the vehicle have been paid or reimbursed shall not be required if proof is provided to the court that the vehicle was stolen prior to abandonment. That proof may consist of a police report or other evidence acceptable to the court.
- (f) If a vehicle is abandoned in violation of Section 5-8.15(a) and is not redeemed after impound, the last registered owner is guilty of an infraction. In addition to any other penalty, the registered owner shall be liable for any deficiency remaining after disposal of the vehicle under Section 3071 or 3072 of the Civil Code or Vehicle Code Section 22851.10.
  - (1) The filing of a report of sale or transfer of the vehicle pursuant to Vehicle Code Section 5602, the filing of a vehicle theft report with a law enforcement agency, or the filing of a form or notice with the California Department of Motor Vehicles pursuant to Vehicle Code subdivision (b) of Section 4456 or Section 5900 or 5901 relieves the registered owner of liability under this subdivision.
- (g) The abandonment of any vehicle in a manner as provided in this Section 5-8.15 shall constitute a *prima facie* presumption that the last registered owner of record is responsible for the abandonment and is thereby liable for the cost of removal and disposition of the vehicle.
  - (1) An owner who has made a bona fide sale or transfer of a vehicle and has delivered possession of the vehicle to a purchaser may overcome this presumption by demonstrating that he or she has complied with Vehicle Code Section 5900 or providing other proof satisfactory to the court.
- (h) Costs of vehicle removal and storage as referenced herein shall be limited to the cumulative total of the actual costs of removal, the actual costs of disposal including transportation, and no more than ten (10) days' storage charges by the tow service removing the vehicle, together with Code Enforcement fees and costs as applicable.

(§ 1, Ord. 73-24, eff. November 15, 1973; § I, Ord. 05-1033, adopted August 16, 2005; and § 1(Exh. A), Ord. 06-1049, adopted August 8, 2006)

### **Sec. 5-8.16. - Cumulative enforcement remedies.**

The enforcement remedies available to the Code Compliance Officials under the laws of California and Plumas County shall be cumulative. Such remedies include, but are not limited to, the following:

- (a) Injunctive relief or nuisance abatement orders granted in judicial proceedings;
- (b) Summary abatement of a nuisance by order of the Code Compliance Officials or Board of Supervisors, as authorized by state law, when a nuisance constitutes an immediate threat to public health or safety;
- (c) Criminal penalties by infraction citations issued by Code Compliance Officials for violations not expressly designated as misdemeanors, as is set forth in Section 1-2.01 of Title 1 of the Plumas County Code;
- (d) Misdemeanor criminal penalties;
- (e) Civil penalties or fines imposed by administrative order or court judgment, pursuant to California Government Code Section 53069.4;

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- (f) Recovery of the administrative and physical costs of nuisance abatement pursuant to California Government Code Section 25845(b); and recovery of any fee, cost, or charge as provided by Government Code Section 54988;
- (g) Recovery of attorney's fees by the prevailing party in any action, administrative proceeding, or special proceeding, in which the County elects at the initiation of the action or proceeding to seek to recover its attorney's fees, pursuant to California Government Code Section 25845(c); and
- (h) Recovery of treble costs of abatement upon entry of a second or subsequent civil or criminal judgment within a two-year period, pursuant to California Government Code Section 25845.5, except for conditions abated pursuant to Section 17980 of the Health and Safety Code, so long as the judgment finds that the condition may be abated in accordance with an ordinance enacted pursuant to Section 25845.

(§ I, Ord. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.17. - Continuing violations: Each day being a separate violation.**

After any person who is responsible for a violation of any provision in Chapter 8, of Title 5 has been given notice of the violation, and such person does not comply or otherwise correct the violation within the time prescribed in the notice, then from that day forward, the continuing violation shall be deemed to be a separate offense on each and every day that the violation persists. A person who knowingly commits or suffers the continuing violation shall be guilty of a separate offense each and every day that the violation persists.

(§ I, Ord. 05-1033, adopted August 16, 2005)

## CHAPTER 8. - ABANDONED, WRECKED, DISMANTLED, OR EXCESS INOPERABLE VEHICLES

### Sec. 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, ~~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 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.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### Sec. 5-8.02. - Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

*Abandoned* shall mean the status of a vehicle or part thereof when the vehicle owner has ceased to assert or exercise any interest, right or title therein either intent to resume or reassert such interest, right or title.

*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.

*Highway* shall mean a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. "Highway" shall include street.

*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, operated due to the absence of a motor, transmission or wheels, is incapable of being towed, or has damage or other defect which would prohibit its lawful operation upon a public highway, 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.

Owner of the vehicle shall mean the last registered owner and legal owner of record.

Public property shall not include "highway".

Private Property shall mean property that belongs absolutely to an individual and that person has the exclusive right of disposition. Property of a specific, fixed, and tangible nature, capable of being possessed and transmitted to another, such as houses, lands, vehicles, etc.

Public Property shall mean land owned by government or a community and used by the general public

Unregistered shall mean a vehicle subject to registration by the California Department of Motor Vehicles which is not lawfully registered in a manner recognized in California, another state, or the United States.

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.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

## **Sec. 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.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

## **Sec. 5-8.04. - Administration and enforcement.**

Except as otherwise provided in this chapter, the provisions of this chapter shall be administered and enforced by the Plumas County Code Enforcement Office. In the enforcement of the provisions of this chapter, County Code Enforcement Officers may enter upon private or public property to examine a vehicle, or parts thereof, or obtain information as to the identity of a vehicle, and to remove, or cause the removal of, a vehicle, or parts thereof, declared to be a nuisance pursuant to the provision's provisions of this chapter.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.05. - Right of entry of certain persons.**

When the Board or the Code Enforcement Office has contracted with, or the Board has granted a franchise to, any person, such person shall be authorized to enter upon private or public property to remove, or cause the removal of, a vehicle, or parts thereof, declared to be a nuisance pursuant to the provisions of this chapter.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.06. - Administrative costs.**

Administrative costs for enforcement of Chapter 8, of Title 5 of the Plumas County Code, will be assessed pursuant to the Fee Schedule of the Code Enforcement Office as approved, and from time to time amended, by the Board.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.07. - Authority to remove.**

The provisions of this chapter shall apply to those abandoned, wrecked, dismantled, or excess inoperable vehicles, or parts thereof, on private or public property within the County which are referred to the Code Enforcement Office as being in violation of County or State codes.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.08. - Notices of intention to abate and remove.**

A thirty-day not less than ten-day Notice of Violation or Order to Abate Violation stating the intent of the Enforcement Agency to abate and remove a vehicle, or parts thereof, as a public nuisance shall be mailed by registered or certified mail to the owner of the land as shown on the last equalized assessment roll and to the last registered and legal owners of the vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership, or ownership cannot be established by the records of the Department of Motor Vehicles. Such nuisance may be summarily abated where failure to do so would perpetuate an immediate threat to life or safety, with required notification to be mailed by registered or certified mail as soon as practicable following such abatement. Where nuisances are summarily abated, the time for noticing an appeal shall be ten (10) thirty (30)-days from the mailing of the Notice or Order. The Notice or Order shall be substantially as described for Notices of Violation and Abatement Orders in Chapter 4-15 of Title 8, and in a form approved by the Plumas County Counsel and shall, as a minimum, specify:

- (a) The date of such Notice or Order, and
- (b) The name, address and telephone number of the enforcement agency, and
- (c) The owner's name and mailing address and the address and assessor's parcel number of the property upon which the violation has been determined to exist, and
- (d) The name and address of the registered owner and legal owner of the vehicle, if identified, and
- (e) A description of the conditions of the violation to be abated including a description of the nuisance vehicle and registration or identification number, if present, and
- (f) The specific code(s) violated, and
- (g) An order that the property owner abate the violation by the removal of said vehicle (or said parts of a vehicle) within the time period specified and, notice that upon failure to do so, the same will be abated and removed by the Enforcement Agency, and the costs thereof, together with administrative fees, will be assessed to the owner of the land on which said violation is located, unless exempted, and
- (h) A statement that the property owner may submit a sworn written statement within the compliance period specified, denying responsibility for the presence of said vehicle (or said parts of a vehicle) with the reasons for denial and such statement shall be construed as an appeal of the Notice or Order at which said owner's presence is not required, and
- (i) A statement that either the vehicle registered or legal owner or the property owner may appeal the Notice or Order within the compliance period specified and appear in person at any appeal hearing conducted or, in lieu thereof, may present a sworn written statement as aforesaid in time for consideration at any appeal hearing, and that failure to appeal will result in Enforcement Agency abatement without any such hearing, and
- (j) The name, signature and date of the authorized issuer and issuance of the Notice or Order.

No notice of intention to abate and remove a vehicle (or parts thereof) shall be issued where exempted by the provisions of item (c) of Section 22661, of the California Vehicle Code. However, prior to final disposition of vehicles described by Vehicle Code Section 22661(c), the County shall provide notice to the registered and legal owners of intent to dispose of the vehicle or part, and if the vehicle or part is not claimed and removed within twelve (12) days after the notice is mailed, final disposition may proceed.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

## **Sec. 5-8.09. - Appeal hearings: Notices.**

Upon a request by the registered or legal owner of the vehicle or owner of the land received by the Code Enforcement Office or Office of the County Counsel within the compliance period specified in the Notice or Order, an appeal hearing shall be held before the Board on the question of the abatement and removal of the vehicle, or parts thereof, as an abandoned, wrecked, dismantled, or excess inoperable vehicle and the assessment of the administrative fees and the costs of removal of the vehicle, or parts thereof, against the property on which the vehicle, or parts thereof, is located.

If the owner of the land submits a sworn written statement denying responsibility for the presence of the vehicle on his land within the compliance period, such statement shall be construed as a request for an appeal hearing which does not require his presence. Notice of the hearing shall be mailed by registered or certified mail at least thirty (30) days before the hearing to the owner of the land and to the registered and legal owners of the vehicle, if identified. If such

request is not received within the compliance period in the Notice or Order, the Enforcement Agency shall have the authority to abate and remove the vehicle, or parts thereof, as a public nuisance without a hearing.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.10. - Appeals: Appeal hearings: Determinations.**

All appeal hearings held pursuant to the provisions of this chapter shall be held before the Board, or alternate appeal board, in the manner and form specified in Chapter 18 of Title 8, which shall hear all facts and testimony deemed pertinent. Such facts and testimony may include testimony on the condition of the vehicle, or parts thereof, and the circumstances concerning its location on private or public property. The appeal hearing shall not be limited by the technical rules of evidence. The owner of the land on which the vehicle is located may appear in person at the hearing, or present a sworn written statement in time for consideration at the hearing, and deny responsibility for the presence of the vehicle on the land, with his reasons for such denial.

The Appeal Board may impose such conditions and take such other action appropriate under the circumstances to carry out the provisions of this chapter. The Board may delay the time for removal of the vehicle, or parts thereof, if, in its opinion, the circumstances so justify. At the conclusion of the hearing, the Appeal Board may find that a vehicle, or parts thereof, has been abandoned, wrecked, dismantled, or is an excess inoperable vehicle on private or public property and order the same removed from the property as a public nuisance and disposed of as provided in this chapter, and determine the administrative fees and the cost of removal. The order requiring removal shall include a description of the vehicle, or parts thereof, and the correct identification number and license number of the vehicle, if available at the site.

If it is determined at the hearing that the vehicle was placed on the land without the consent of the owner of the land and that he has not subsequently acquiesced in its presence, the Appeal Board shall not assess the costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect such costs from such owner of the land.

If the owner of the land submits a sworn written statement denying responsibility for the presence of the vehicle on his land but does not appear, or if an interested party makes a written presentation but does not appear, such person shall be notified in writing of the decision.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.11. - Reserved.**

**Editor's note**— Ord. No. 05-1033, § I, adopted August 16, 2005, repealed § 5-8.11, which derived from Ord. 73-1, § 1, effective July 5, 1973. See § 5-8.10 for provisions relating to appeals.

### **Sec. 5-8.12. - Abatement.**

Ten (10) ~~Thirty (30)~~ days after the adoption of the order declaring the vehicle, or parts thereof, to be a public nuisance, or ~~ten (10)~~ ~~thirty (30)~~ days after the date of the mailing of the notice of the decision, if such notice is required by the provisions of Section 5-8.10 of this chapter, the vehicle, or parts thereof, may be disposed of by removal to an automobile dismantler's yard,

scrap yard, junk yard or any other lawful site other site authorized by Section 22662 of the Vehicle Code. After a vehicle has been removed, it shall not thereafter be reconstructed or made operable unless the exception stated in Vehicle Code Section 22661(f) applies.

Any vehicle whose owner cannot be identified may be removed with the written permission of the property owner and without any of the other procedures required by Sections 5-8.08 through 5-8.10 of this chapter.

(§ I, Ord. 73-1, eff. July 5, 1973, as amended by § 1, Ord. 75-125, eff. October 12, 1975; and § I, Ord. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.13. - Abatement: Notices.**

Within five (5) days after the date of the removal of the vehicle, or parts thereof, notice shall be given to the Department of Motor Vehicles of the State identifying the vehicle, or parts thereof, removed. At the same time there shall be transmitted to the Department of Motor Vehicles of the State any evidence of registration available, including registration certificates, certificates of title, and license plates.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.14. - Assessment of costs.**

Administrative fees and costs of removal shall be billed to the owner of the parcel whereon the abatement occurred, together with a demand for payment within forty-five (45) days of the mailing of such billing and demand, pursuant to Section 5-8.10 of this chapter. Such billing shall be by registered or certified mail. If such fees and costs are not paid in full within said forty-five (45) days, the sum of such fees and costs will be assessed against the parcel of land pursuant to the provisions of Section 38773.5 of the Government Code of the State and shall be transmitted to the Treasurer for collection. Such assessment shall accrue interest at the rate of six and one-half percent (6.5%) per annum, or such other rate as from time to time determined by the Board, until paid. Such assessment shall have the same priority as other County taxes.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.15. - Violations: Failure to comply.**

- (a) It shall be unlawful for any person, without the permission of the owner of the real property, to abandon, park, store, or leave, or permit the abandonment, parking, storing, or leaving of, any licensed or unlicensed vehicle, or part thereof, which is in an abandoned, wrecked, dismantled; or inoperable condition upon any private property or public property, including county highways, streets and roads, and State highways under jurisdiction of the California Highway Patrol, within the County. This prohibition is not applicable where such vehicle, or part thereof, is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property, or unless such vehicle is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, licensed tow service or a junk yard.
- (b) It shall be a violation to fail to comply with any Notice of Violation or Order to Abate Violation lawfully issued pursuant to the provisions of Chapter 8, of Title 5.

(c) A violation of any provision of Chapter 8, of Title 5, has the effect of being a civil wrong or inequity that is in the nature of a nuisance. Moreover, any person violating any provision of this chapter shall be guilty of a misdemeanor or infraction, and may be charged with either a misdemeanor or an infraction in the discretion of the arresting officer. In addition, the Court shall be granted discretion to reduce a misdemeanor to an infraction if it determines such action is in the interests of justice. Provisions of this chapter may be enforced by any peace officer as defined by the California Penal Code, County Code Enforcement Officers, authorized to issue citations and make arrests, and County Code Compliance Officials, except that County Code Enforcement Officers and Code Compliance Officials shall only enforce violations occurring upon State highways when requested by the California Highway Patrol. The County may seek any and all enforcement remedies that its Code Compliance Officials find appropriate and in the public interest to protect the health, safety and welfare of the People of Plumas County.

(d) Any person convicted of a violation of this section shall provide proof that the costs of removal and disposition of the vehicle(s) abated have been paid or reimbursed.

(e) Proof that the costs of removal and disposition of the vehicle have been paid or reimbursed shall not be required if proof is provided to the court that the vehicle was stolen prior to abandonment. That proof may consist of a police report or other evidence acceptable to the court.

(f) If a vehicle is abandoned in violation of Section 5-8.15(a) and is not redeemed after impound, the last registered owner is guilty of an infraction. In addition to any other penalty, the registered owner shall be liable for any deficiency remaining after disposal of the vehicle under Section 3071 or 3072 of the Civil Code or Vehicle Code Section 22851.10.

(1) The filing of a report of sale or transfer of the vehicle pursuant to Vehicle Code Section 5602, the filing of a vehicle theft report with a law enforcement agency, or the filing of a form or notice with the California Department of Motor Vehicles pursuant to Vehicle Code subdivision (b) of Section 4456 or Section 5900 or 5901 relieves the registered owner of liability under this subdivision.

(g) The abandonment of any vehicle in a manner as provided in this Section 5-8.15 shall constitute a *prima facie* presumption that the last registered owner of record is responsible for the abandonment and is thereby liable for the cost of removal and disposition of the vehicle.

(1) An owner who has made a bona fide sale or transfer of a vehicle and has delivered possession of the vehicle to a purchaser may overcome this presumption by demonstrating that he or she has complied with Vehicle Code Section 5900 or providing other proof satisfactory to the court.

(h) Costs of vehicle removal and storage as referenced herein shall be limited to the cumulative total of the actual costs of removal, the actual costs of disposal including transportation, and no more than ten (10) days' storage charges by the tow service removing the vehicle, together with Code Enforcement fees and costs as applicable.

(§ 1, Ord. 73-24, eff. November 15, 1973; § I, Ord. 05-1033, adopted August 16, 2005; and § 1(Exh. A), Ord. 06-1049, adopted August 8, 2006)

## **Sec. 5-8.16. - Cumulative enforcement remedies.**

The enforcement remedies available to the Code Compliance Officials under the laws of California and Plumas County shall be cumulative. Such remedies include, but are not limited to, the following:

- (a) Injunctive relief or nuisance abatement orders granted in judicial proceedings;
- (b) Summary abatement of a nuisance by order of the Code Compliance Officials or Board of Supervisors, as authorized by state law, when a nuisance constitutes an immediate threat to public health or safety;
- (c) Criminal penalties by infraction citations issued by Code Compliance Officials for violations not expressly designated as misdemeanors, as is set forth in Section 1-2.01 of Title One-1 of the Plumas County Code;
- (d) Misdemeanor criminal penalties;
- (e) Civil penalties or fines imposed by administrative order or court judgment, pursuant to California Government Code Section 53069.4;
- (f) Recovery of the administrative and physical costs of nuisance abatement pursuant to California Government Code Section 25845(b); and recovery of any fee, cost, or charge as provided by Government Code Section 54988;
- (g) Recovery of attorney's fees by the prevailing party in any action, administrative proceeding, or special proceeding, in which the County elects at the initiation of the action or proceeding to seek to recover its attorney's fees, pursuant to California Government Code Section 25845(c); and
- (h) Recovery of treble costs of abatement upon entry of a second or subsequent civil or criminal judgment within a two-year period, pursuant to California Government Code Section 25845.5, except for conditions abated pursuant to Section 17980 of the Health and Safety Code, so long as the judgment finds that the condition may be abated in accordance with an ordinance enacted pursuant to Section 25845.

(§ I, Ord. 05-1033, adopted August 16, 2005)

### **Sec. 5-8.17. - Continuing violations: Each day being a separate violation.**

After any person who is responsible for a violation of any provision in Chapter 8, of Title 5 has been given notice of the violation, and such person does not comply or otherwise correct the violation within the time prescribed in the notice, then from that day forward, the continuing violation shall be deemed to be a separate offense on each and every day that the violation persists. A person who knowingly commits or suffers the continuing violation shall be guilty of a separate offense each and every day that the violation persists.

(§ I, Ord. 05-1033, adopted August 16, 2005)