



## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF June 15, 2021 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

**9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

### **Live Stream of Meeting**

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

### **ZOOM Participation**

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

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

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

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

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **1. PUBLIC HEALTH AGENCY – Dr. Dana Loomis**

Report and update on COVID-19; receive report and discussion

### **2. CONSENT AGENDA**

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

#### **A) BEHAVIORAL HEALTH**

Adopt **RESOLUTION** allowing Plumas County to opt out of participation in Assembly Bill 1976; related to Assisted Outpatient Treatment program, commonly known as “Laura’s Law”; current services would be reduced in order to fund the program; approved as to form by County Counsel [View Item](#)

#### **B) PLANNING**

Approve and authorize the Chair to sign the professional service agreement between Plumas County and Hinman and Associates Consulting, Inc., for FY 2021-2022, for support services with Upper Feather River Integrated Regional Water Management Program and Sierra Valley Ground Water Management District Groundwater Sustainability Plan; not to exceed \$30,000.00; approved as to form by County Counsel [View Item](#)

#### **C) SOCIAL SERVICES**

1) Approve and authorize the Chair to sign contract agreement between Plumas County Social Services and April Bay, PH.D. for psychological evaluations of parents whose children are in the Child Welfare system; not to exceed \$25,000.00; approved as to form by County Counsel [View Item](#)

2) Approve and authorize the Chair to sign contract agreement between Plumas County Social Services and National Council on Crime and Delinquency, for Internet Access to SafeMeasures®; not to exceed \$6,780.35 per year; approved as to form by County Counsel [View Item](#)

### **3. PRESENTATIONS**

#### **A) LOST SIERRA CHAMBERS OF COMMERCE – Presentation by Richard Aiple**

June 1<sup>st</sup> presentation follow up regarding investing in Tourism and the local Chambers of Commerce; discussion, possible action and/ or direction to staff [View Item](#)

#### **B) WILDLIFE SERVICES – Derek Milsaps**

Informational presentation on their work with Plumas County

## **SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

### **Convene as the Flood Control & Water Conservation District Governing Board**

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

Approve and authorize the Chair to sign Amendment No. 20 to the Water Supply Contract; granting Flood Control & Water Conservation District the ability to sell excess water to offset the money paid to the State for unused water rights, and the ability to store water outside of the service area if needed; approved as to form by County Counsel; discussion, possible action and/or direction to staff

[View Item](#)

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

4. **DEPARTMENTAL MATTERS**

A) **COUNTY COUNSEL** – Gretchen Stuhr

Approve and authorize the Chair to sign Public Defender contracts, between Plumas County and Attorneys: Bill Abramson, Craig Osborne, and Jacob Zamora; effective June 1, 2021; approved as to form by County Counsel; discussion and possible action [View Item](#)

B) **FACILITY SERVICES & AIRPORTS** – Kevin Correia

1) Authorize Chester Airport Manager to recruit and fill, funded and allocated, 1.0 FTE, or two (2) 0.5 FTE part time seasonal positions to assist with airport operations during fire season; discussion and possible action [View Item](#)

2) Appoint Kurt Montandon as Rogers Field Airport Manager, Chester; approve and authorize Chair to sign employment agreement; approved as to form by County Counsel; Discussion and possible action [View Item](#)

C) **LIBRARY** – Lindsey Fuchs

Authorize the County Librarian to recruit and fill, grant funded, Extra-Help Literacy Program Assistant positions; discussion and possible action [View Item](#)

D) **PLANNING DEPARTMENT** – Tracy Ferguson

1) California Fire Safe Council County Wildfire Coordinators Grant opportunity; discussion, possible action and/ or direction to staff [View Item](#)

2) Adopt **RESOLUTION**, approving the Plumas County Local Hazard Mitigation Plan 2020 update; approved as to form by County Counsel; discussion and possible action [View Item](#)

3) Adopt **RESOLUTION**, authorizing Plumas County to pass through the \$10,000 COVID-19 Emergency Homelessness Funding from the California Business, Consumer Services, and Housing Agency, Homeless Coordinating and Financing Council to Plumas Crisis Intervention & Resource Center (PCIRC); approved as to form by County Counsel; discussion, possible action and or direction to staff [View Item](#)

4) Continued from June 1, 2021; as directed by the Board, County Comment Letter regarding strong opposition to the proposed State Minimum Fire Safe Regulations; discussion and possible action

E) **PROBATION** – Keevin Allred

Authorize the Probation Department to recruit and fill, funded and allocated 1.0 FTE Supervising Probation Officer position; discussion and possible action [View Item](#)

F) **PUBLIC WORKS** - John Mannle

Authorize budget transfer of \$20,000.00 from Land Acquisition (54850), a fixed asset account, to other wages (account 51020), within the Road Fund Budget; reviewed by County Auditor; discussion and possible action **Four/ Fifths roll call vote** [View Item](#)

G) **COUNTY ADMINISTRATOR** – Gabriel Hydrick

- 1) Report and update on the FY 2020-2021 budget; discussion, possible action and/ or direction to staff.
- 2) Adopt **RESOLUTION** to adopt the Recommended Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2021-2022, in Accordance with Government Code §29064. **Roll call vote**
- 3) Update regarding RFP for Franchise Fee Auditing and Consultant Services and recommendation on successful bidder(s); subject to approval by County Counsel; Discussion and possible action

[View Item](#)

5. **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

6. **CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Child Support Director
- B. Personnel: Public employee performance evaluation – Building Director
- C. Personnel: Public employee performance evaluation – Information Technology
- D. Conference with Legal Counsel: Claim against the County filed by Plumas Sierra Telecommunications (PST) on February 27, 2020
- E. Conference with Legal Counsel: Existing litigation – American Valley Aviation, Inc. v. County of Plumas, et al., Plumas County Superior Court, Case No. GN CV19-00193, pursuant to subdivision (a) of Government Code §54956.9

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, July 6, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



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## 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: June 15, 2021

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

### **Recommendation**

1. It is respectfully requested the Board of Supervisors adopt Resolution approving Plumas County to opt out of the Assembly Bill 1976 related to Assisted Outpatient Treatment.

### **BACKGROUND AND DISCUSSION:**

1. Assembly Bill (AB) 1976 was chaptered into law amending the current legislation associated with Assisted Outpatient Treatment (AOT), commonly known as Laura's Law, effective July 1, 2021 the implementation of AB 1976 by a county requires that current services are not allowed to be reduced in order to enact Laura's Law. AB 1976 did not authorize or provide additional funding to counties for the implementation and provision of AOT services; and, under AB 1976 counties have the option to opt out of participation; and counties that choose to opt out from participation are required to have a resolution adopted by their County Board of Supervisors, which identifies the reasons for opting out, and any facts or circumstances used in making that decision. The County of Plumas has established programs that mirror the requirements specified under AOT. The County of Plumas does not have additional funding to establish a separate AOT. The County of Plumas is unable to meet the terms of the AOT program as current services would be reduced in order to fund the AOT program.

**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.

**RESOLUTION NO. 21-**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, OPTING OUT OF THE REQUIREMENTS OF ASSEMBLY BILL 1976 RELATED TO ASSISTED OUTPATIENT TREATMENT**

***The Plumas County Board of Supervisors Finds:***

***WHEREAS***, Assembly Bill (AB) 1976 was chaptered into law amending the current legislation associated with Assisted Outpatient Treatment (AOT), commonly known as Laura's Law, effective July 1, 2021; and

***WHEREAS***, the implementation of AB 1976 by a county requires that current services are not allowed to be reduced in order to enact Laura's Law; and

***WHEREAS***, AB 1976 did not authorize or provide additional funding to counties for the implementation and provision of AOT services; and

***WHEREAS***, under AB 1976 counties have the option to opt out of participation; and

***WHEREAS***, counties that choose to opt out from participation are required to have a resolution adopted by their County Board of Supervisors, which identifies the reasons for opting out, and any facts or circumstances used in making that decision; and

***WHEREAS***, the County of Plumas has established programs that mirror the requirements specified under AOT; and

***WHEREAS***, the County of Plumas does not have additional funding to establish a separate AOT; and

***WHEREAS***, the County of Plumas is unable to meet the terms of the AOT program as current services would be reduced in order to fund the AOT program.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, CALIFORNIA**, that:

1. The above recitals constitute findings of the Board of Supervisors and are incorporated herein.

2. The County of Plumas desires to opt out of participation in AB 1976 related to AOT.

***Passed and Adopted*** by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 15th Day of June 2021, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

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Chairperson, Board of Supervisors

**ATTEST:**

**By:**

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Heidi Putnam  
Clerk of the Board





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## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director (T.F.)

**MEETING DATE:** June 15, 2021

**SUBJECT:** Hinman and Associates Consulting, Inc. FY 2021-2022 Professional Services Agreement

**CONSENT ITEM:** Approve and authorize Chair to sign professional Services Agreement, not to exceed \$30,000, by and between Plumas County and Hinman and Associates Consulting, Inc. for FY 2021-2022; approved as to form by County Counsel

### **BACKGROUND/DISCUSSION:**

The professional Services Agreement (Attachment 1) with Hinman and Associates Consulting, Inc. (Uma Hinman) for FY 2021-2022 (July 1, 2021 through June 30, 2022), not to exceed \$30,000, is to provide support services to Plumas County in assisting with the Upper Feather River Integrated Regional Water Management (UFR IRWM) Program (\$25,000) and the Sierra Valley Groundwater Management District (SVGMD) Groundwater Sustainability Plan (GSP) (\$5,000).

- Exhibit A to the Services Agreement outlines the scope of work and services that can be provided.
- Exhibit B to the Services Agreement provides the fee schedule.

Approved as to form by County Counsel on June 3, 2021.

Services Agreement was executed by Uma Hinman on June 4, 2021.

### **ATTACHMENT:**

1. FY 2021-2022 Hinman and Associates Consulting, Inc. Services Agreement

### Services Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B (Fee Schedule), attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty-Thousand dollars (\$30,000).
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2022, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds except for services already provided but not yet paid to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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CONTRACTOR INITIALS WHL

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. 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.
10. 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.
11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. 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.

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

CONTRACTOR INITIALS WJ

13. Choice of Law. The laws of the State of California shall govern this agreement.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

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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 20, 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.

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

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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.

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

County:

Planning Department  
County of Plumas  
555 Main Street  
Quincy, CA 95971  
Attention: Tracey Ferguson, Planning Director  
[traceyferguson@countyofplumas.com](mailto:traceyferguson@countyofplumas.com)  
530-283-6214

Contractor:

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

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. 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.

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

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CONTRACTOR INITIALS WJ

25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

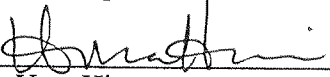
CONTRACTOR INITIALS wt



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

**CONTRACTOR:**

Hinman and Associates Consulting, Inc., a  
California Corporation

By:   
Name: Uma Hinman  
Title: CEO/President  
Date signed: 6/4/2021

**COUNTY:**

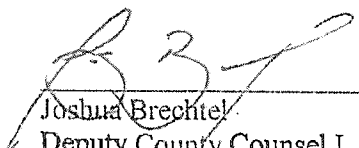
County of Plumas, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Heidi Putnam  
Clerk of the Board of Supervisors  
Date signed: \_\_\_\_\_

Approved as to form:

 6/3/2021  
Joshua Brechtel  
Deputy County Counsel I

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

CONTRACTOR INITIALS 

## EXHIBIT A

### Scope of Work

Provide services in assisting Plumas County with support services to the Upper Feather River Integrated Regional Water Management (UFR IRWM) Program and the Sierra Valley Groundwater Management District (SVGMD) Groundwater Sustainability Plan (GSP). Hinman and Associates Consulting, Inc. staff will assist with implementation of the UFR IRWM Program and SVGMD GSP as needed.

Services that can be provided include:

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

**EXHIBIT B**

**Fee Schedule**

Compensation shall not exceed \$30,000 for work under this contract.

Contractor shall submit an invoice to County for each calendar month in which services are provided.

Hourly Rates:

Principal Planner	\$90.00/hour
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Planner/Analyst	\$78.00/hour
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Administrative Support	\$40.00/hour
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Sub-Consultants:

Hinman and Associates Consulting, Inc. charges a 5% administrative fee on all sub-consultant labor.

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

CONTRACTOR INITIALS 

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## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

**NEAL CAIAZZO**  
DIRECTOR

DATE: MAY 28, 2021

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD ITEM FOR JUNE 15, 2021, CONSENT AGENDA

RE: APPROVE A CONTRACT WITH APRIL BAY, Ph.D. TO PROVIDE PSYCHOLOGICAL  
EVALUATIONS AND WRITTEN REPORTS FOR DESIGNATED ADULTS AND/OR  
THEIR CHILDREN WHO ARE IN THE CHILD WELFARE SYSTEM

### **It is Recommended that the Board of Supervisors**

Approve a contract agreement between the Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system.

### **Background and Discussion**

When children come into the Child Welfare system because they have been abused or neglected the Juvenile Court may, at its discretion, determine that there is a need for a psychological evaluation of the child's parent(s). Under some circumstances it becomes necessary to seek such evaluations from a source that is outside the county system. This could occur, for example, if the County Behavioral Health Department has a conflict because they've had prior contact with the family for other reasons. When this occurs, the Department has relied on independent contractors to undertake this work.

The matter that is before your Board is to approve an agreement with April Bay, Ph.D. to assist the Department with some of these evaluations. Ms. Bay has had an existing relationship with the Department in this capacity for several years.

It is recommended that the Board approve the enclosed agreement and authorize the Director of the Department of Social Services to sign the agreement as the Board's designee. Additionally, it is requested that the Department be authorized to execute up to three additional extensions of the agreement at the end of each term subject to an agreement between the parties regarding compensation.

### **Financial Impact**

In accordance with the contract terms, the Department will compensate Ms. Bay at the rate of \$3,500 for each complex parental capacity evaluation. Should there be additional children involved, there would be a requirement for an additional \$500 for each. The maximum compensation available for the current term is not to exceed \$25,000.

There is sufficient funding in the Department's budget appropriation for Professional Services to cover the cost of this agreement for the current term. Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services. There is no impact to the County General Fund.

### **Other Agency Involvement**

The Office of County Counsel has reviewed the proposed agreement and has approved it as to form.

Copies: DSS Management Staff (cover memo only)

Enclosure

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services and Public Guardian (hereinafter referred to as "County"), and April Bay, Ph.D., an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2022, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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



endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. (NPI #1942492368)

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. Statement of Occupation. Contractor represents and warrants that Contractor is engaged in a profession described by California Labor Code section 2783 as a Psychologist. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Dept. of Social Services  
270 Co. Hospital Rd., Suite 207  
Quincy, CA 95971  
Attention: Neal Caiazzo, Director

Contractor:

April Bay, Ph.D.  
540 W. Plumb Ln, Suite #120  
Reno, NV 89509

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

25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**CONTRACTOR:**

April Bay, Ph.D., an Individual

By: \_\_\_\_\_  
Name: April Bay, Ph.D.  
Title: Owner  
Date signed: \_\_\_\_\_

**COUNTY:**


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

By: \_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Heidi Putnam, Clerk of the Board

Approved as to form:

 \_\_\_\_\_ 5/26/2021  
Joshua Brechtel  
Deputy County Counsel I

**EXHIBIT A**

**Scope of Work**

- 
1. Contractor shall provide to County complex parental capacity evaluations or psychological evaluations and written reports for designated adults or children, which may include testing, observation, and/or consultation with the client. Tests to be administered will be determined by the Contractor in consultation with the assigned social worker, based on the individual needs of each client. Contractor may also consult with the client's care provider, the assigned social worker, and other agency professionals as deemed necessary by the Contractor.
  2. Contractor shall provide a written report with results of evaluations and/or testing within 30 days of the evaluation to Plumas County Department of Social Services, Child Protective Services.

**EXHIBIT B**

**Fee Schedule**

- 
1. Psychological Evaluation: \$3,500.00 per evaluation, including written report.
  2. Parental Capacity Evaluation: \$5,500.00 per evaluation, including written report.
    - a. \$500.00 fee for each child, as related to parental capacity evaluations only.

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## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

**NEAL CAIAZZO**  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368  
Toll Free: (800) 242-3338

DATE: MAY 28, 2021

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 15, 2021, CONSENT AGENDA

RE: APPROVAL OF A CONTRACT WITH NATIONAL COUNCIL ON CRIME AND  
DELINQUENCY FOR INTERNET ACCESS TO SAFEMEASURES®

### **It is Recommended that the Board of Supervisors**

Approve an agreement between the Department of Social Services and the National Council on Crime and Delinquency for Internet Access to SafeMeasures®.

### **Background and Discussion**

SafeMeasures® is proprietary data base which provides a mechanism for our Child Welfare staff to monitor case management activities in accordance with the federally proscribed outcome measures for children in the Child Welfare system. All California counties must adhere to these standards. When they don't, performance improvement criteria must be established.

In September of 2004 the Board of Supervisors approved a Department of Social Services request to contract for an Internet subscription to SafeMeasures®. Since then, the Department has continued to subscribe to this data base tool and reporting system. We have been able to secure a discounted pricing structure because we participate with a number of other north state counties as a purchasing consortium.

### **Financial Impact**

The cost to Plumas County for access is \$6,780.35 per year for 2 years (Total fee for 2 years is \$13,560.70). Our requested County budget includes an appropriation for this agreement. Costs are shared between our federal and state Children's Services allocation with a local 15% contribution from Realignment funds.

### **Other Agency Involvement**

County Counsel has reviewed the agreement and approved it as to form.

Copies: PCDSS Management Staff (memo only).

Enclosure



## **Reporting Service Subscription Agreement For Internet Access to SafeMeasures®**

This Agreement is between the Evident Change, a nonprofit corporation organized under the laws of New York, with business offices in Madison, Wisconsin, USA, ("Evident Change") and Plumas County, a political subdivision of the State of California, by and through its Social Services Department (collectively, "Customer").

### **BACKGROUND AND PRODUCT DESCRIPTION**

- A. Evident Change has developed and owns all rights, title, and interest in a certain child welfare reporting service identified as the Evident Change Internet Reporting Service, and referred to as SafeMeasures®. SafeMeasures uses case-level data from a child welfare agency's management information system (MIS) and publishes it via a conventional web browser in a series of concise, interactive management reports.
- B. SafeMeasures is a subscription reporting service that permits customers to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format. These reports permit them to estimate current workload demand, plan more effective service interventions, and monitor certain performance indicators established by state or federal regulatory requirements. SafeMeasures includes case-level quality control displays that agencies may employ to improve compliance with state or federal performance audits.

Acknowledging the sufficiency of the consideration exchanged, the parties agree as follows.

#### **1. Provision of Service.**

- 1.1 **Web-Based Reports.** During the Term of this Agreement, Evident Change will provide Customer with interactive web-based management reports ("Management Reports"), which permit the Customer to categorize agency compliance with various measures, and permit Customer to identify the specific cases within each category. Evident Change will specifically:
  - (a) Provide Management Reports within 45 business days after first receiving raw MIS data from the Customer; and
  - (b) Provide regular updates of Management Reports, provided that Customer or another agency regularly submits raw MIS data to Evident Change for processing and analysis. Such updates will be provided within three business days of receipt of the MIS data by Evident Change.
- 1.2 **Access to Customer Data.** If requested by Evident Change, Customer will supply a copy of the CWS/CMS databases, or specifically designated data tables therein, that store agency data to be used by Evident Change. If data is supplied by a third party, Customer will authorize and facilitate release of the data to Evident Change.
- 1.3 **Access to Website Restricted.** The right to access the SafeMeasures website is jurisdiction- and agency-specific. Only Customer and its employees or agents may access

or use the SafeMeasures website for the Customer's monitoring and reporting needs. Specifically, and without limitation, Customer may not act as a relay or intermediary allowing access to the SafeMeasures website to any third-party jurisdiction, agency, individual, or business for any purpose.

- 1.4 Internal Business. Customer may only use SafeMeasures for its own internal purposes. Customer's internal purposes do not include extending this service to third parties, except that data may be provided to state and governmental authorities if required by law.
  - 1.5 Competing Services or Products. Customer shall not use all or any part of SafeMeasures or its documentation to create a service or product that competes with, or is used in a product that competes with, all or any part of SafeMeasures, regardless of whether such service or product is distributed with or without consideration.
  - 1.6 Copyright Ownership and License. Customer acknowledges that Evident Change owns the copyright in all graphic interfaces, reports, displays, and formats ("Original Works"). Evident Change grants Customer a fully paid-up license to display, reproduce, and distribute the Original Works for its internal purposes for the Term of the Agreement.
  - 1.7 Training. Evident Change will provide training as specified in Exhibit A. Customer will provide training facility, equipment, and access to the SafeMeasures training website.
2. Data Transmission. Customer, or other party supplying MIS data, shall use one of the following methods to send weekly extracts of agency MIS data to Evident Change for processing and analysis.
  - 2.1 Compact Disk. Customer or supplying party will copy data onto one or more compact disks and mail to Evident Change via overnight delivery service; or
  - 2.2 Secured File Transfer Protocol (SFTP) over Secure Shell (SSH). Customer or supplying party will send data over a secure channel to Evident Change's secure SSH server. This transfer may be made using a dedicated SSH file transfer client.
3. Reporting Service Subscription Fee. Customer will pay Evident Change the fees ("Reporting Service Subscription Fees") according to the payment schedule specified in attached Exhibit A and all applicable taxes related thereto unless Customer provides evidence that Customer is exempt from such taxes.
4. Updates. During the Term of this Agreement, Evident Change will provide to Customer updates, error corrections, and modifications to SafeMeasures displays ("Updates") as such Updates become available. Updates do not include modifications to displays specifically requested by Customer. Any Customer requested modifications must be made by Evident Change at Evident Change's published service rates. Evident Change reserves the right to use the displays created for Customer, and analyses to produce such displays, for other parties, whether such displays were suggested by Evident Change or the Customer. Evident Change shall not use any Customer data in its publishing for other parties without Customer's permission.
5. Term and Termination

- 5.1 Term. The term of this Agreement commences July 1, 2021 and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. After expiration of the current Term, Evident Change will not provide any Updates to Customer, and Customer must cease all use of SafeMeasures.
- 5.2 Renewal. If Customer is not in default of this Agreement, Customer and Evident Change may renew this Agreement for an additional period ("Renewal Term"). Prior to the expiration of the current Term, Evident Change may, in its discretion, issue a quotation of the Reporting Service Subscription Fees for the Renewal Term. Renewal of this Agreement will be effective upon (a) Evident Change's issuance of a quotation of the new Reporting Service Subscription Fees, and (b) Evident Change's acceptance of Customer's corresponding purchase order.

In order to ensure continuous access to the SafeMeasures Internet reporting service, the effective date of any renewal contract will begin one day after the previous contract expires. If a renewal contract is not fully executed and received by Evident Change within 30 days of contract expiration, Evident Change reserves the right to discontinue access to the SafeMeasures Internet reporting service until a renewal contract is in place.

- 5.3 Termination for Cause. A party may terminate this Agreement if the other party commits a material breach that is not cured within 30 days of a written notice of such material breach. This Agreement may be terminated immediately for a breach of Customer's obligation to pay fees under this Agreement or a breach of Sections 1.3, 1.4, or 1.5 of this Agreement.
- 5.4 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. Evident Change Warranty, Disclaimers, and Remedies.

- 6.1 Warranty. Evident Change warrants that:
- (a) Provided that Customer or another designated party regularly submits the required raw MIS data to Evident Change, SafeMeasures will perform

substantially as described in this contract and SafeMeasures promotional material.

- (b) It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration.
- (c) Evident Change will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data.
- (d) Except for the foregoing express warranties, Evident Change neither makes nor grants any other warranties, express or implied. Evident Change excludes all implied warranties, including specifically any implied warranty arising by statute or otherwise in or from a course of dealing or usage of trade, including any and all implied warranties of merchantability, merchantable quality, or fitness for any purpose, particular, specific, or otherwise. The foregoing express warranty is the only warranty of any kind for SafeMeasures. Evident Change makes no warranties whatsoever for any Original Works® that have been modified by Customer, nor does Evident Change warrant that SafeMeasures will be offered without interruption.
- (e) Customer acknowledges that Evident Change provides no monitoring, analysis, or review of the accuracy or quality of the Customer's data accessed through SafeMeasures.

6.2 Remedies. If SafeMeasures does not operate substantially as warranted (hereinafter describe as "Noncompliance"), Customer will provide Evident Change with sufficient details available to Customer about the Noncompliance to allow Evident Change to reproduce it. As Customer's exclusive remedy for any Noncompliance, and as Evident Change's entire liability in contract, tort, or otherwise of such Noncompliance, Evident Change will either:

- (a) Correct the Noncompliance; or
- (b) If Evident Change is unable to correct the Noncompliance after a reasonable opportunity to do so, Customer may:
  - (i) Request that Evident Change cease publication of any demonstrably incorrect information and request a pro-rata reduction in the Reporting Service Subscription Fee; or
  - (ii) Terminate the Reporting Service Subscription and receive a pro-rated refund of the Reporting Service Subscription Fee.

7. Intellectual Property Indemnification by Evident Change.

- 7.1 Indemnification. If a third party claims that SafeMeasures infringes any copyright, patent, trade secret, or other rights of any third party, Evident Change will (as long as Customer is not in material breach of this Agreement) defend Customer against such claim at Evident Change's expense, and Evident Change will pay all damages that a court finally awards based solely on such claim, provided that Customer notifies Evident Change in writing of such claim within 21 days of Customer's receipt of notice of the existence or possible existence of such claim, and further provided that Customer allows Evident Change sole and exclusive control over the resolution of such claim, and that Customer cooperates fully with Evident Change, at Evident Change's cost, in the defense of such claim and in any related settlement negotiations.
- 7.2 Replacement, Refund. If such a claim is made or appears possible, Evident Change may, using reasonable business judgment, either secure Customer's right to continue to use SafeMeasures by modifying or replacing the portion of SafeMeasures that is the basis for the claim so that such portion of SafeMeasures is no longer infringing, or Evident Change may provide Customer with a credit equal to the portion of previously paid Reporting Service Subscription Fee prorated to the remainder of the Term or Renewal Term of the Agreement.
8. Limitation of Evident Change's Liability, Consequential Damages. The cumulative liability of Evident Change to Customer for all claims relating to SafeMeasures and any services rendered under this Agreement will not exceed the total amount of all Reporting Service Subscription Fees paid to Evident Change by Customer for SafeMeasures prior to the date Evident Change is notified of such claim. This limitation will not apply to third parties' indemnification obligations set forth in Section 7. In no event will Evident Change be liable for any special, indirect, incidental, or consequential losses or damages, even if Evident Change has been advised of the possibility of such potential loss or damage. Except as set forth in Section 7, and solely to the extent provided therein, Evident Change will not indemnify Customer in any way against any claim.
9. Customer Warranties. Customer warrants that:
- 9.1 Customer will only allow access to SafeMeasures as permitted under this Agreement. If Customer wishes to extend its use of SafeMeasures beyond this Agreement, Customer will obtain Evident Change's prior written consent and pay the applicable Reporting Service Subscription Fees.
- 9.2 Customer will provide the requested case-based MIS data to Evident Change using one of the methods described in Section 2; or, if data is supplied by another party, Customer will execute all necessary agreements and permissions to release this data to Evident Change.

10. General.

- 10.1 Installation. Customer is responsible for providing access to the SafeMeasures website via the Internet to its users. Evident Change will, as requested, provide reasonable assistance (up to three hours) with set-up of user workstations and use of SafeMeasures via telephone, fax, or email at no additional charge to the fees as outlined in Exhibit A. Customer may hire Evident Change to provide additional training or assistance at the prevailing published rates plus travel expenses.
- 10.2 Notification of Rights. In copying SafeMeasures web reports as authorized under the terms of this Agreement, Customer will not remove, suppress, or modify any notice of copyright, trademark, or other proprietary rights that appear in SafeMeasures. Customer will use reasonable efforts to keep persons with access to SafeMeasures from modifying or suppressing any of the copyright notices that appear on SafeMeasures media, documentation, files, and banners.
- 10.3 Service Fees. Evident Change reserves the right to charge additional service fees if Customer seeks assistance for any other matters not explicitly covered by this Agreement.
- 10.4 Complete Agreement, Modification of This Agreement. This Agreement contains the complete and final agreement of the parties and supersedes previous understandings related to the subject matter hereof whether oral or written. This Agreement may only be modified by an amendment signed by authorized representatives of Evident Change and Customer. Any term in Customer's purchase order that is in addition to or different from terms of this Agreement, other than acceptance of the Reporting Service Subscription Fees for the Renewal Term, are not part of this Agreement.
- 10.5 Non-Assignment. Neither this Agreement nor the rights of Customer under this Agreement may be transferred, leased, assigned, or shared without Evident Change's prior written consent.
- 10.6 Confidentiality. Customer will not disclose SafeMeasures Original Works to anyone other than its employees, consultants (who are bound by a written confidentiality agreement), volunteers, and interns, except for information that is or later enters the public domain through no fault of Customer.
- 10.7 Waiver. The waiver by either party of any default or breach of this Agreement does not constitute a waiver of any other default or breach of this Agreement or a subsequent waiver of that same default or breach.
- 10.8 Governing Law and Severability. The laws of the State of California and the United States govern this Agreement. Customer consents to jurisdiction and venue in the courts of Plumas County, California, or in the Federal District court serving Plumas County, California, for any claims arising out of this Agreement. If any part of this Agreement is held to be invalid, that part will be omitted, but the balance of the Agreement will remain in full force and effect.

- 10.9 Survival. All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations, and payment obligation survive the termination or expiration of this Agreement.
- 10.10 Headings. The headings used herein are for reference and convenience only and will not be used to interpret any provision of this Agreement.
- 10.11 HIPAA Compliance. Evident Change will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data. Customer acknowledges that the privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy and Security Rules") do not apply to the Customer data that is the subject of this Agreement, because the data is not subject to requirements of HIPAA. However, Evident Change acknowledges that the Customer data may include health information and other information of a personal and sensitive nature and will adopt and keep current confidentiality and security procedures that are reasonably consistent with the current professional standards recommended by the HIPAA Privacy and Security Rules.
- 10.12 Notices. All notices or other communications required or permitted under this Agreement will be in writing and will be delivered by personal delivery, email (with delivery receipt), registered mail return receipt requested, a "Next Day Air" delivery service, or by facsimile transmission, addressed to the parties indicated below.

If to Evident Change: Evident Change  
426 South Yellowstone Drive  
Madison, WI 53719  
Attn: Efram Teweldebrahan  
Phone/Fax: (800) 306-6223; (510) 874-5520  
Email: [ETeweldebrahan@nccdglobal.org](mailto:ETeweldebrahan@nccdglobal.org)

If to Customer: Neal Caiazzo  
270 County Hospital Road, Suite 207  
Quincy, CA 95971  
Phone/Fax: (530) 283-6481; (530) 283-6368  
Email: [nealcaiazzo@countyofplumas.com](mailto:nealcaiazzo@countyofplumas.com)

Direct invoices to: Jennifer Bromby  
270 County Hospital Road, Suite 207  
Quincy, CA 95971  
Phone/Fax: (530) 283-6460; (530) 283-6368  
Email: [jenniferbromby@countyofplumas.com](mailto:jenniferbromby@countyofplumas.com)



**IN WITNESS WHEREOF**, both parties have caused this Agreement to be executed by their respective duly authorized representatives.

**Customer:**

\_\_\_\_\_  
Neal Caiazzo

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

**Evident Change:**

\_\_\_\_\_  
Katherine H. Park

\_\_\_\_\_  
CEO, Evident Change

\_\_\_\_\_  
Date

\_\_\_\_\_  
Angela Wolf

\_\_\_\_\_  
Chief Program Officer, Evident Change

\_\_\_\_\_  
Date


\_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Heidi Putnam  
Clerk of the Board of Supervisors

Approved as to form:

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

5/26/2021

## **Exhibit A**

### **Reporting Service and Additional Fees**

#### **Annual Reporting Service Subscription Fee**

\$6,780.35

#### **Renewal Period 07/01/2021 to 06/30/2023**

#### **Total Fee Due Over 2 Years**

\$13,560.70

#### **Payment Schedule**

50% of Reporting Service Subscription Fee (\$6,780.35) on contract effective date (July 1, 2021).

50% Remaining Balance is due on July 1, 2022

#### **Training (if requested by Customer)**

Up to two remote training sessions via the Internet to train supervisors, managers, and administrators as requested by the County.

#### **Additional/Onsite Support/Training (if requested by Customer)**

Time and Materials at \$125 per hour

All Travel Expenses

#### **County Responsibilities**

- Provide computer lab for training.
- Designate at least one local SafeMeasures administrator to maintain user IDs and to coordinate the handling of questions or problems regarding SafeMeasures with Evident Change.
- Provide access to the SafeMeasures website: <https://www.safemeasures.org/ca>

To: Honorable Board of Supervisors

From: Richard Aiple, Nakoma Resort, Lost Sierra Chamber of Commerce

Meeting Date: June 15, 2021

Subject: FOLLOW UP TO PRIOR PRESENTATION ON INVESTING IN TOURISM AND THE LOCAL CHAMBERS OF COMMERCE

RECOMMENDATION:

1. Discussion and possible action:
  - a. Request that Chambers and Visitors Center be placed on the temporary "Working Budget" with funds to cover a staff member in three offices from July – October.
  - b. Review uncompensated Lost Sierra Chamber of Commerce Visitor Center Presentation
  - c. Provide documentation from the past three years of TOT collected by Region.
  - d. Review follow-up to BOS prior meeting requests pertaining to Job Description and accountability
  - e. Provide direction and/or take action on the unresolved items from the June 1, 2021 Lost Sierra Chamber of Commerce Presentation
    - i. Modify Plumas County's Short-Term Rental Requirements
    - ii. Develop a Committee to Address the Staffing Shortage
    - iii. Fund Beckwourth Peak Recreation Project
    - iv. Develop a Committee To Review Wedding Tent Requirements

BACKGROUND INFORMATION:


1. You will find attached a copy of the June 1, 2021, PowerPoint presentation that was not able to be seen by those watching via Zoom. (Exhibit #1)
  - a. I would suggest that the Supervisors who were not present at the June 1<sup>st</sup> meeting review the deck with the recorded audio available on the County website under the BOS Regular Meeting - June 1, 2021 – start time approximately 35 minutes into the meeting.
  - b. During the presentation I provided clear evidence that when you stopped funding local Chambers of Commerce – and promoting tourism – there was a direct correlation to our County's lack of growth compared to the other regions in California.
    - i. We also showed that the pandemic and other big city issues have made our area popular with tourists and an area people are choosing to visit and many to relocate.
  - c. We need cooperation between local officials, local organizations, and businesses to support and handle the growth.
2. Lost Sierra Chamber of Commerce Visitor Center Presentation – (Exhibit #2)
  - a. Number of Visitors and why they are stopping in
  - b. Growth Trends in Visitors
  - c. International Visitors
  - d. Real Estate Growth
  - e. Growth Assumptions

3. Past three years of TOT by Region (Exhibit #3)
  - a. 2018 TOT Sales (Exhibit #3.1)
  - b. 2019 TOT Sales (Exhibit #3.2)
  - c. 2020 TOT Sales (Exhibit #3.3)
4. Prior meeting BOS requested information.
  - a. Sample ED Job Description (Exhibit #4)
  - b. All Chamber Collaboration Meeting (Exhibit #5)
5. Act on the items that were not addressed during our last conversation.

**REQUESTED ACTION:**


1. Until the full budget can be reviewed, and a proper allocation be directed to the various Chambers of Commerce (as intended with the 1990 TOT increase) I am requesting that this BOS – fund three Chambers of Commerce with one person for a four-month period utilizing the “proposed budget”. Estimated expense of \$55,000.
2. Act on the lost TOT funds from Short-term rentals who are not paying and gaining a competitive advantage on “hotels” that are contributing.
  - a. Hire a part-time person to work in the tax collector’s office that can assist in the late fees and penalties.
  - b. Hire a consultant to search the various platforms to identify and calculate lost revenue owed to the county.
3. Develop a committee to address the staffing issues we face as a community.
4. Fund the SBTS Beckwourth Peak Recreation Project from the recreational percentage recommended in the 1990 Ordinance. Additional sources of funding may be available with the \$3.4 million grant.
5. Remove the current wedding tent requirements until it is determined that it is a needed expense and not just a competitive disadvantage for the industry that is driving tourism to our area.

#1





**Investing In Tourism**

HOW HOSPITALITY WILL DRIVE THE  
DESIRED GROWTH IN ALL ASPECTS OF  
PLUMAS COUNTY, WHILE PRESERVING  
OUR NATURAL HABIT AND WILD SPACES



1

Presented By:  
**Richard Aiple**



2



3



QUINCY CHAMBER  
OF COMMERCE



3

4

## Letter of Support for Plumas County BOS to Support Funding for the Plumas County Chambers of Commerce.

On May 18, 2021, a presentation will be made to the Plumas County Board of Supervisors (BOS) to reinstate financial funding to Chambers in Plumas County: Chester/Almanor Chamber, Quincy Chamber, Lost Sierra Chamber, and the Indian Valley Chamber. The request will be for \$50,000 per year for each Chamber, and Chambers will have to meet certain guidelines and outcomes in ensuing years to maintain that level of financial support.

This petition requests your support by signing your name and address below. Each Chamber is soliciting 100 signatures or more. Thank you for your consideration.

4

5

## Agenda



Introduction - Why I'm Here Today  
 History of Transient Occupancy Tax (TOT)  
 Plumas County TOT Performance  
 Level the Playing Field  
 The Tipping Point  
 Recommendations and Considerations

5

6



## Introduction

A colleague ask me a great question recently – WHY am I here today?

6

7

## Your WHY is...

Your purpose, who you are, your cause, what you stand for or your belief.



7

8

## Our WHY is...

To make the  
COMMUNITY we live in  
BETTER than we  
FOUND IT!



8



# History of TOT

Transient Occupancy Tax



9

## TOT Basic Timeline

1965

- Started at 4%
- Defined "Hotel"
- Burden

1979

Increased to 6%

1990

Added 3% with an "Intent" Noted

10

## Ordinance No. 544

Part VIII, Division I, Chapter 1 (commencing with section 75000)

1965

### Section 75001 (b) Hotel

“Hotel” means any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or any other similar structure or portion thereof.

11

## Ordinance No. 544

Part VIII, Division I, Chapter 1 (commencing with section 75000)

1965

### Section 75005 Registration

“Within thirty (30) days after the effective date of this chapter, or within thirty (30) days after commencing business, whichever is later, each operator of any hotel renting occupancy to transients shall register said hotel with the Tax Administrator and obtain from him a “Transient Occupancy Registration Certificate” to be at all times posted in a conspicuous place on the premises. Said certificate shall, among other things, state the following:

- (1) The name of the operator
- (2) The address of the hotel
- (3) The date upon which the certificate was issued
- (4) “This Transient Occupancy Registration Certificate signifies that

the person named on the face has fulfilled the requirements of the Uniform Transient Occupancy Tax Law...

12

## Ordinance No. 544

13

Part VIII, Division I, Chapter 1 (commencing with section 75000)



1965

### Section 75007 Penalties and Interest

- (a) Original Delinquency – Any operator who fails to remit any tax imposed by this chapter within the time required shall pay a penalty of 10% of the amount of the tax in addition to the amount of the tax
- (b) Continued Delinquency - ...(after 30 days)...shall pay a second delinquency penalty of 10%...
- (d) Interest – In addition to the penalties imposed...shall pay interest at the rate of one-half of 1% per month...

13

## Ordinance No. 544

14

Part VIII, Division I, Chapter 1 (commencing with section 75000)



1965

### Section 75013 Violations; Misdemeanor

Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor and shall be punishable therefor by a fine of not more than five hundred dollars (\$500) or by imprisonment in the county jail for a period of not more than six months or by both such fine and imprisonment.

Any operator or other person who fails or refuses to register as required herein...is guilty of a misdemeanor, and is punishable as aforesaid.

14



## Ordinance No. 79-350

15

Amending Section 3-4.03 of Chapter 4 of Title 3 of the Plumas County Code



1979

### Section 3-4.03 Tax Imposed

For the privilege of occupancy in any hotel within the unincorporated area of the County, each transients shall pay a tax in the amount of six (6%) percent of the rent charged by the operator...

15

## Ordinance No. 90-741

16

Amending Section 3-4.02, 3-4.03, 3-4.05, 3-4.06, and 3-4.12 of Chapter 4 of Title 3 of the Plumas County Code



1990

### Section 1 – Legislative Findings and Declaration

...An increase in the tax is necessary to supplement the county's general revenue in order to maintain local public services that are highly valued by the citizens of the county, such as sheriff's patrol, libraries, recreational programs, and business tourism development...

16

## Ordinance No. 90-741

17

Amending Section 3-4.02, 3-4.03, 3-4.05, 3-4.06, and 3-4.12 of Chapter 4 of Title 3 of the Plumas County Code

### Section 1 – Legislative Findings and Declaration

1990

necessary to supplement...  
recreational programs, and  
business tourism development

17

## Ordinance No. 90-741

18

Amending Section 3-4.02, 3-4.03, 3-4.05, 3-4.06, and 3-4.12 of Chapter 4 of Title 3 of the Plumas County Code

### Section 1 – Legislative Findings and Declaration

1990

...It is further declared the three-percent increase imposed by this ordinance shall be general revenue available for expenditure as the board of supervisors shall decide in future budgetary decisions. This board of supervisors **recommends that it and future boards be guided by an allocation of the three-percent increase as follows:** half to the chamber of commerce; a quarter to county-wide recreational programs; five percent to the 'supervisors' recreational fund; and the remainder to libraries, sheriff's patrol, and other "local option" services.

18

## Ordinance No. 90-741

19

Amending Section 3-4.02, 3-4.03, 3-4.05, 3-4.06, and 3-4.12 of Chapter 4 of Title 3 of the Plumas County Code



1990

### THE BREAKDOWN: (of 9%)

Chambers	16.67 %
Recreational	8.33 %
BOS Rec	1.67 %
Local Options	6.66 %

19

## Ordinance No. 90-741

20

Amending Section 3-4.02, 3-4.03, 3-4.05, 3-4.06, and 3-4.12 of Chapter 4 of Title 3 of the Plumas County Code



1990

### Section 3-4.03 Tax Imposed

For the privilege of occupancy in any hotel within the unincorporated area of the County, each transients shall pay a tax in the amount of nine (9%) percent of the rent charged by the operator...

Please note this Ordinance also addresses items such as "Lodging" definitions, and Registration of Operators

20



21

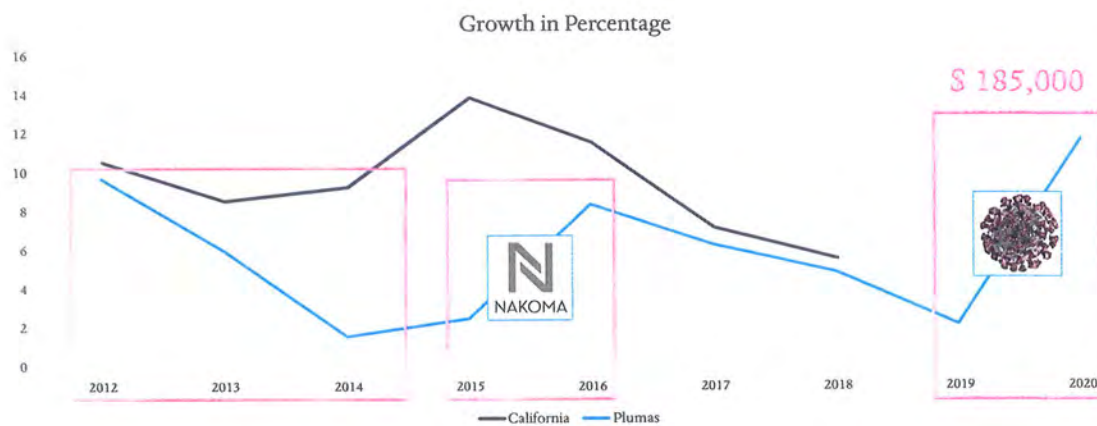


## Plumas County TOT Performance

21

22

## TOT Year-Over-Year Growth



22

## County of Plumas General Revenues

23

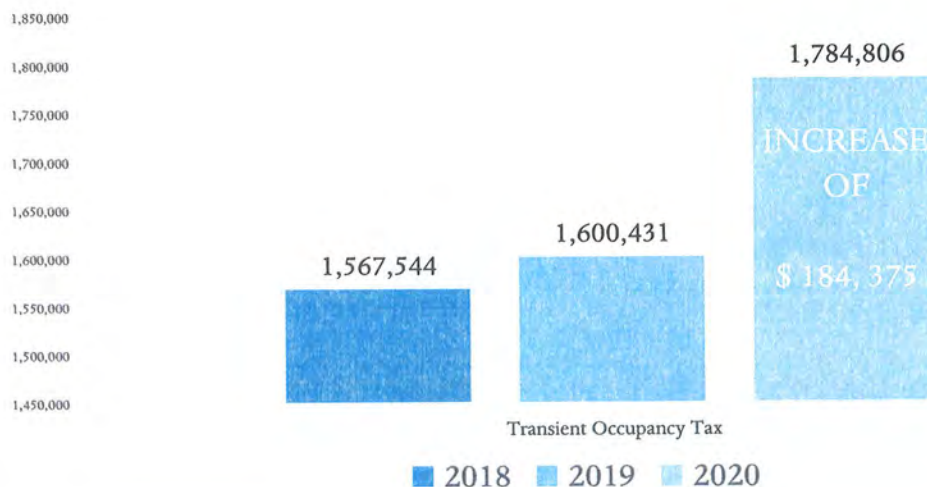
	2018*	Percentage of Revenue
Property Taxes	11,951,466	57.7 %
Sales and Use Tax	3,518,161	17.0 %
Transient Occupancy Tax	1,517,871	7.3 %
Grants and Contributions	1,154,725	5.6 %
<b>TOTAL REVENUE</b>	<b>20,688,195</b>	

\* County of Plumas - Statement of Activities – Year End June 30, 2018

23

## TOT – Revenue Comparison

24



24



## TOT – The Hidden Operator's Cost

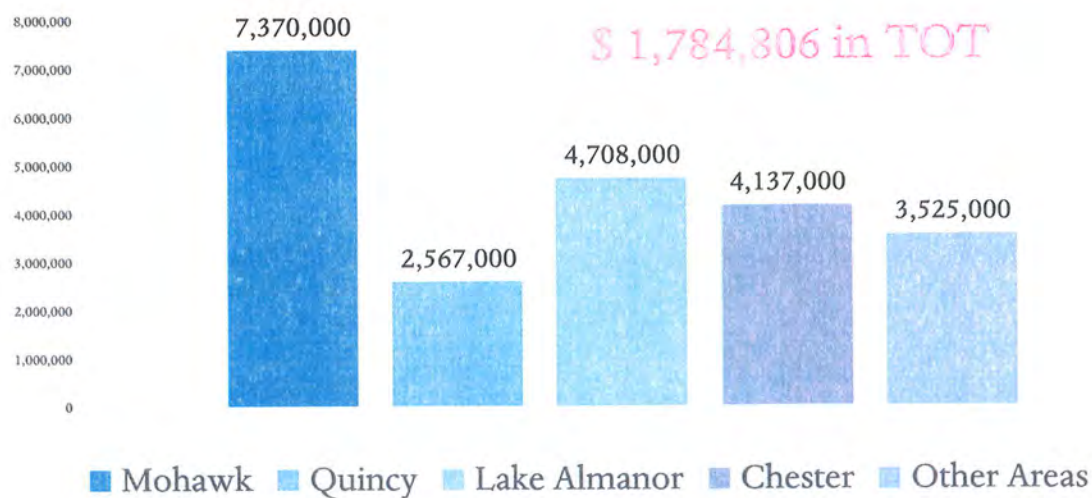
25



25

## TOT – 2020 Lodging Revenue By Region

26



26

## Level The Playing Field

Collection of TOT From  
Short-Term Vacation Rentals



27

## Short-Term Vacation Rentals



# 1

### They Are Needed!

- County Hosts Approximately 300 Weddings Per Year
  - Generates ~ \$15,000,000 of Revenue
- Plumas County Doesn't Have Enough Traditional Beds to Service the Increased Demand
- All Service/Retail Businesses Benefit From Increase In Visitors

28



## Short-Term Vacation Rentals



### They Have An Advantage!

- If They Are NOT Required To Collect and Pay TOT
  - Rates Guests Pay Are 10% Less
- They Receive The Community Benefits of the TOT Funds Without Contribution
  - Estimated 350 in Plumas County

29

## Short-Term Vacation Rentals

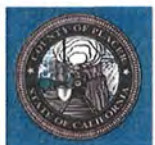
**SHORT-TERM  
VACATION RENTAL LICENSE  
RENEWALS**

### You Have Options

- Find and Collect Missing TOT
  - Required Ordinance Is In Place
  - Add A Staff Member
  - Hire An Outside Firm - Granicus
- To Fund This Additional Expense
  - Create a Short-Term Vacation Rental License Renewal Fee - \$100 to \$200

30

## Short-Term Vacation Rentals

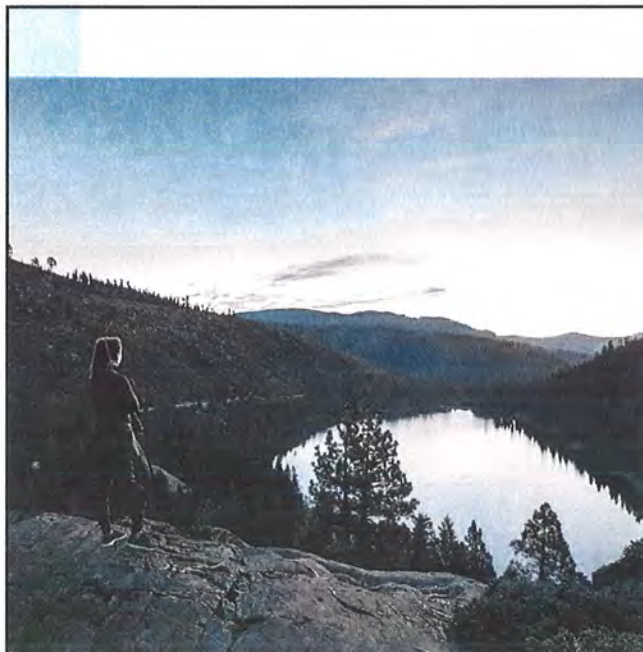


4

### Learn From Others

- Short-Term Rentals requires annual registration.
- \$300 to register and a required \$100 fire inspection
- 24-hour helpline which neighbors can call
- Part-time employee in their compliance efforts and pays a 3rd party that mines all the platforms for anyone not in compliance.
- If not in compliance, the third party can generate an estimate of taxes due the county based on their bookings and reviews.

31



### The Tipping Point

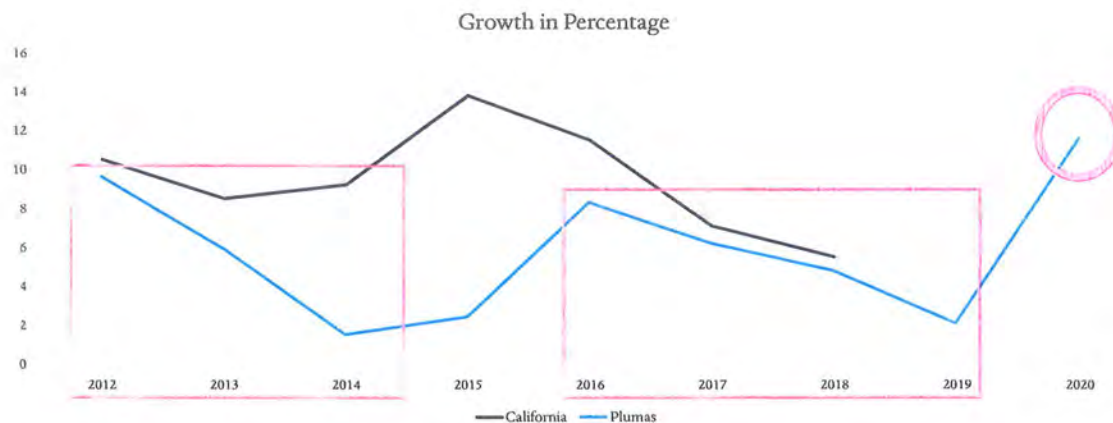
Why Investment in Tourism and  
Our Local Chambers is the  
**ONLY OPTION!**

32

32

## TOT Year-Over-Year Growth

33



33

## Tourism Drives Our Economy!

### Visitors...

- Pay TOT
- Dine / Shop / Activities
- Become Ambassadors
- Buy Homes / Start Businesses



34



## Chambers Must Support Tourism Related Businesses

### All Chamber Meeting

- Identified Shared Goals
  - Education
  - Shortage of Labor
- Common and Pressing Needs
  - Reliable Funding - TOT



35

## Plumas County BOS Can Remove Roadblocks

### Wedding Tents

- We are a WEDDING DESTINATION!
- Current requirements are making it difficult to compete
  - No other County requires what we do
  - Fees, Engineering Studies, Inspections



36

## Plumas County BOS Should Honor the Recommendation of the 1990 Ordinance

### rec·om·men·da·tion

*noun*

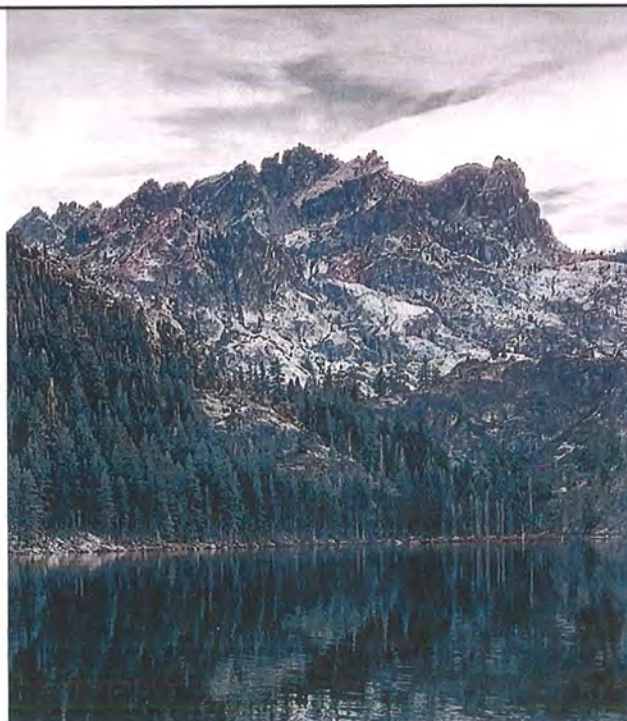
a suggestion or proposal as to the best course of action, especially one put forward by an authoritative body.

37



37

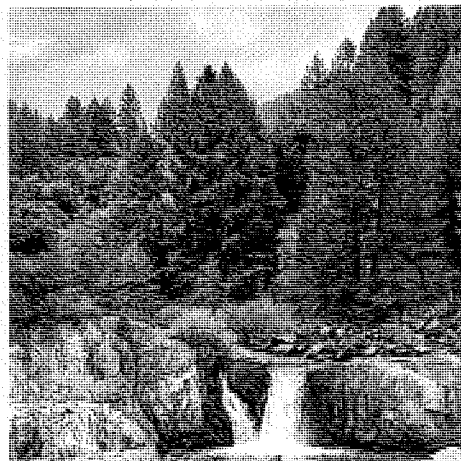
## Recommendations and Considerations



38

## Modify Plumas County's Short-Term Rental Requirements

1. Create an Ordinance
2. Require an Annual Registration and Charge a Fee (pays for staff)
3. Audit the Short-Term Rental platforms to collect TOT revenue
4. Enforce Existing Ordinance, and anticipate community issues



39

## Fund The Area Chambers as Recommended in 1990

1. \$ 200,000 Commitment from TOT
2. Two Distribution Options
  1. Based on Regional Revenue
  2. Regional Chamber of Commerce Groups
3. Make the Chambers submit an Annual Budget and Business Plan to include key performance indicators

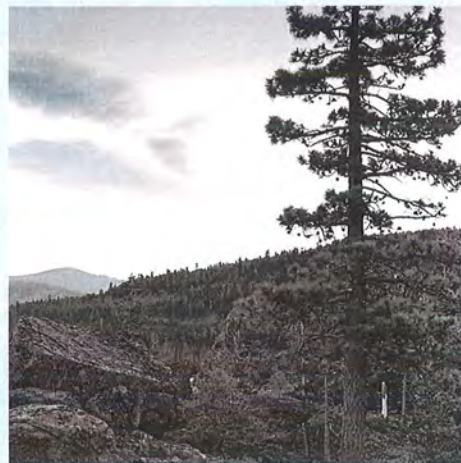


40



## Fund The Area Chambers as Recommended in 1990

4. Have an Oversight Committee that monitors Chambers and determines if future funding is justified
5. Require the Regional Chambers to hire a person with grant writing experience
6. Volunteer Chambers are NOT SUSTAINABLE



41

## Develop a Committee to Address the Staffing Shortage

1. Combine County Officials, Businesses, Feather River Community College, and other leaders.
2. Look for Grants and Funding
3. Address housing related issues
4. Without Staffing – TOT will drop



42

## Fund Beckwourth Peak Recreation Project (as Recommended in 1990)

1. \$ 125,000 or more
2. The Sierra Buttes Trail Stewardship (SBTS) and their Connected Communities project is leading the way in creating recreational opportunities



43

## Develop a Committee To Review Wedding Tent Requirements

1. Suspend the existing requirements pending a report from the Committee
2. Determine if these expenses are reasonable and warranted – or if they are just adding a burden and a competitive disadvantage



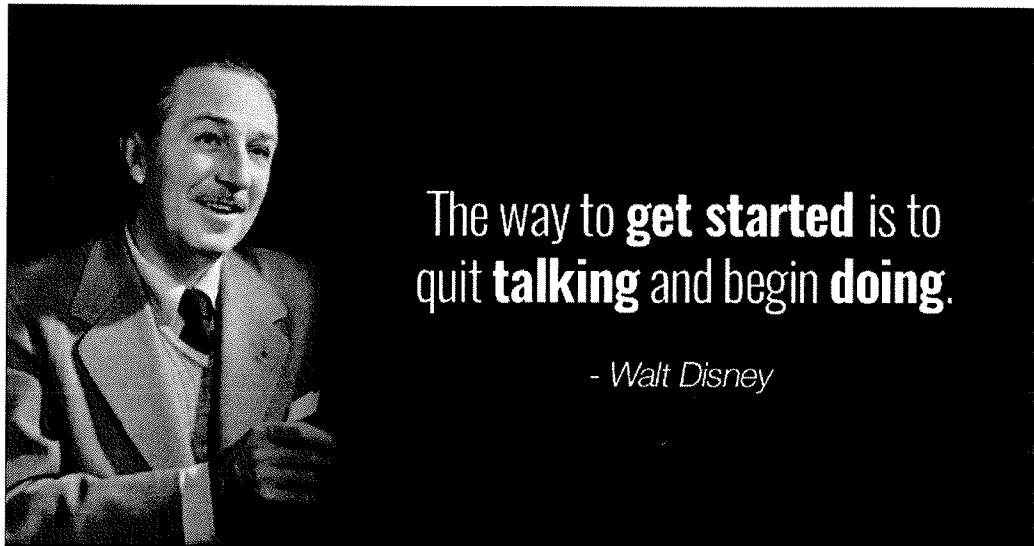
44

#2

# Lost Sierra Chamber of Commerce (LSCC)



45

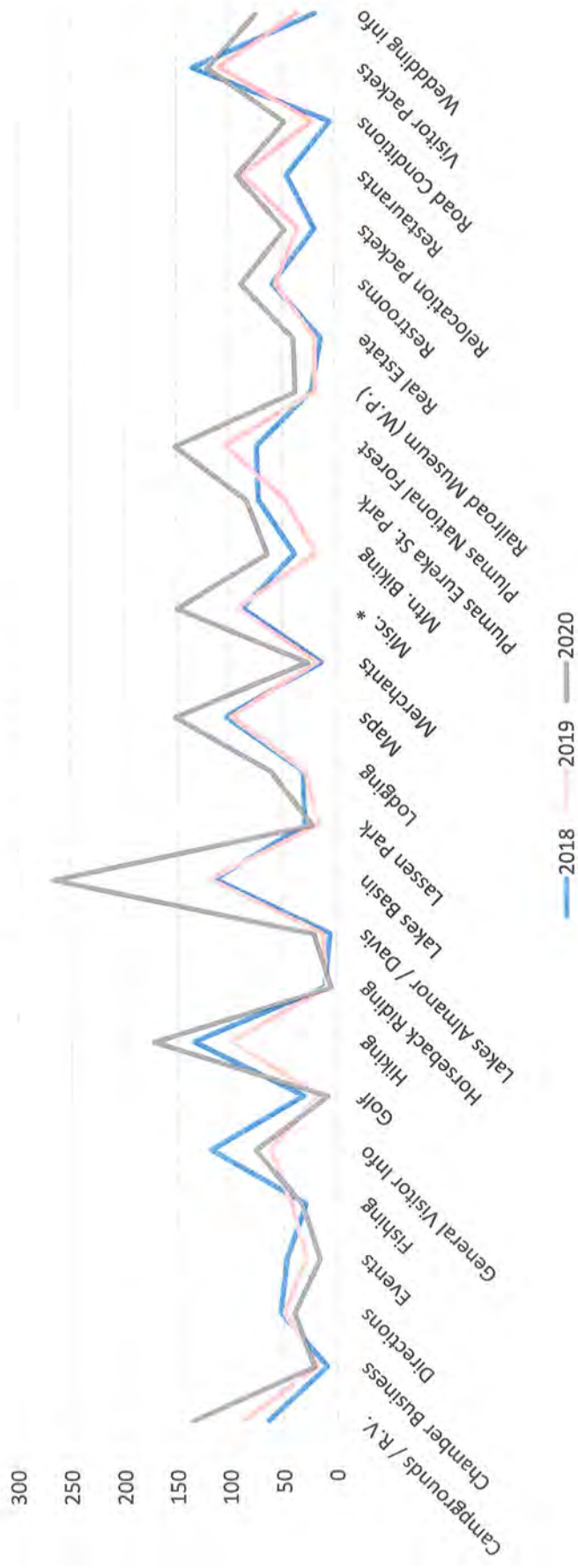


The way to **get started** is to  
quit **talking** and begin **doing**.

- *Walt Disney*

# Visitor Center: Y2018-Y2020 Summary

Traveler Interest





# [TripAdvisor: Things to Do in Plumas County](#)

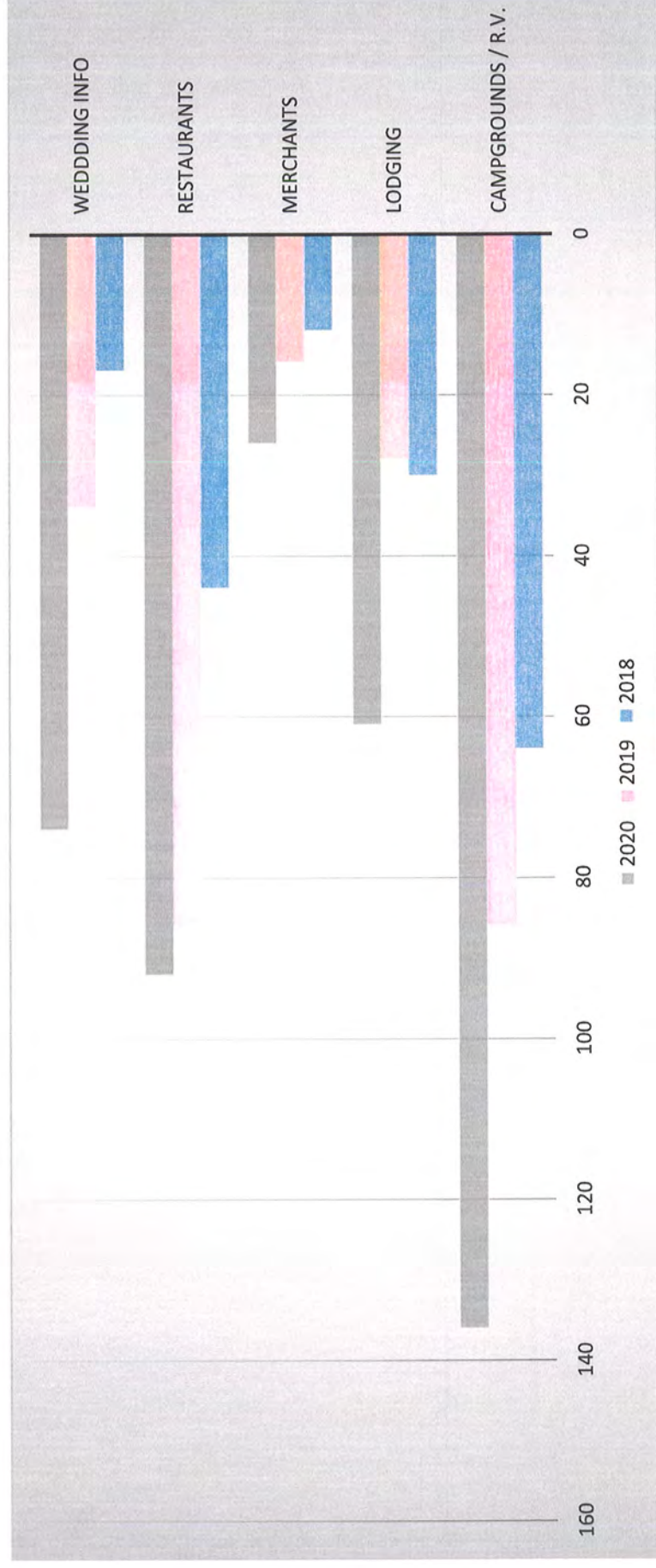
## Top 3

1. Lakes Basin
2. Lake Almanor
3. Plumas-Eureka State Park

*Note: Chamber data reflects most Lakes Basin as the most popular inquiry*

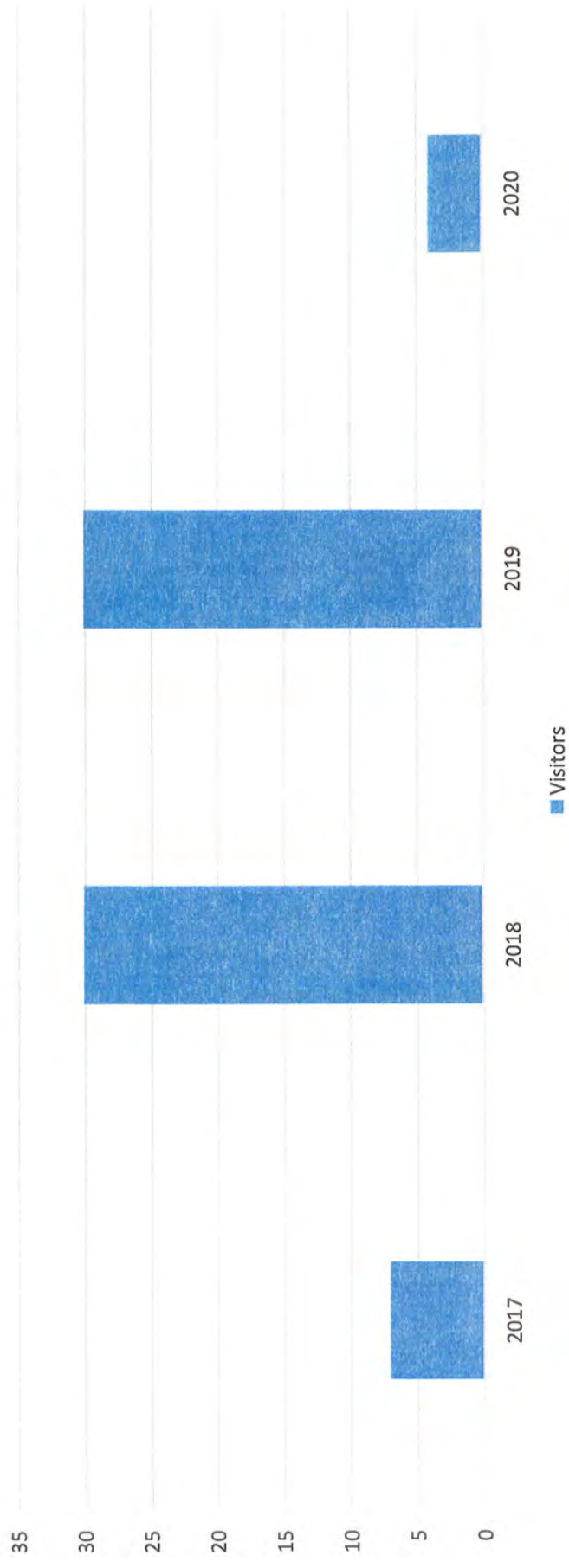


# Growth in Tourism Trends Shaping Plumas County



# International Visitors @ Visitor Center

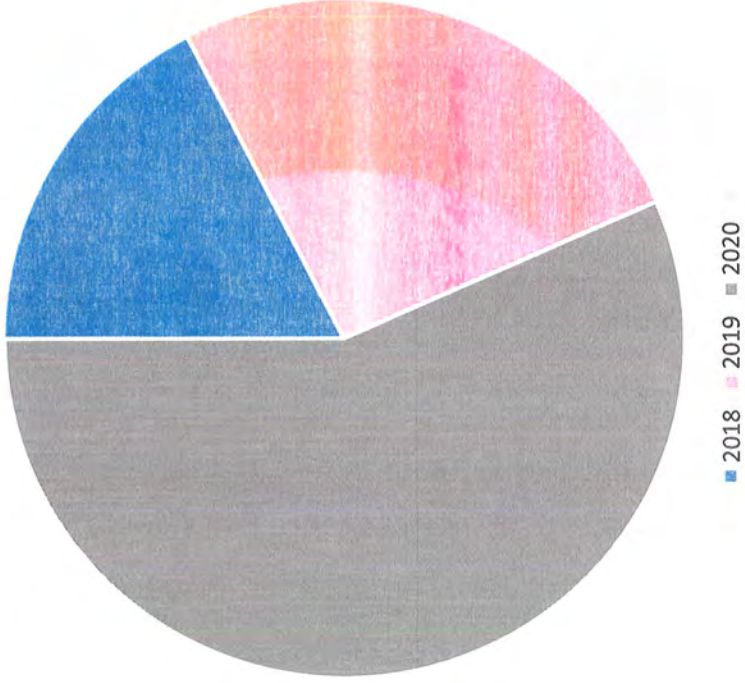
Total International Visitors Seen





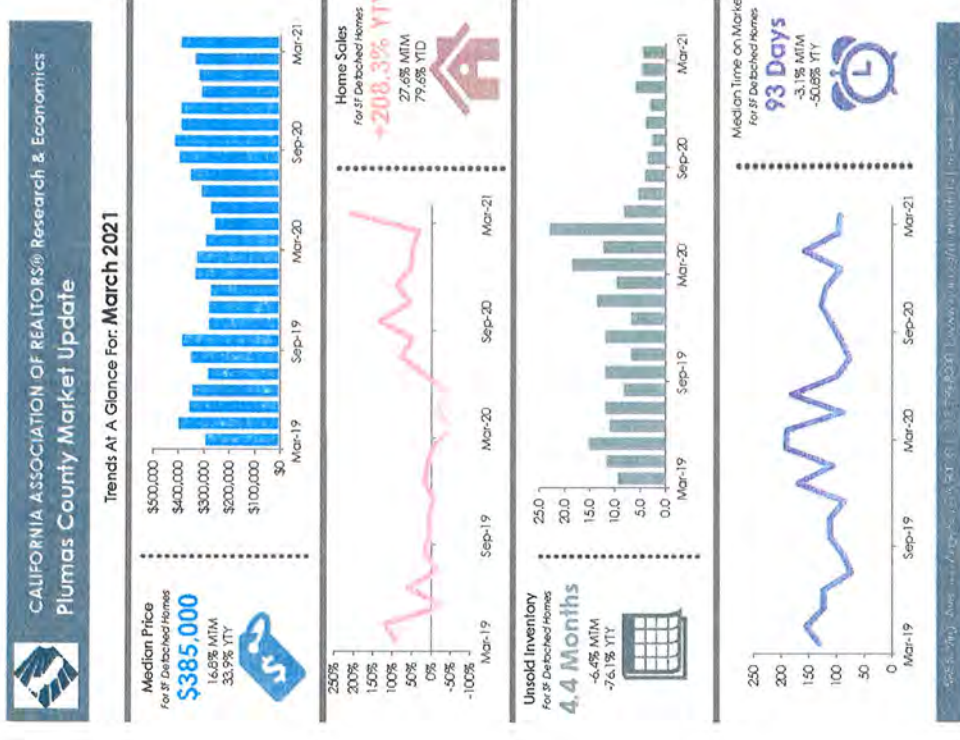
# Growing Real Estate Interest in Plumas County

Real Estate Inquiry



# Real Estate Q1 Summary

- Record breaking Quarter in California
- For Plumas, the median price was \$385,00 versus \$287,500 a year ago.
- Unsold inventory index was 4.4 compared to 18.4 in March of 2020
- Median days on market was 93 compared to 189 a year ago



## Source: Countywide Growth Assumptions 2035 Report

- Population changes in the surrounding region are likely to be a notable driver for growth in demand for Plumas County vacation homes in particular, as residents of the larger Northern California region are likely to serve as a primary market for such homes
- population growth projection for the Regional Area for the 2010 to 2035 time period ranges from about 32 percent (Caltrans) to 47 percent (CA DOF).
- It is worth noting that some demand for second homes in Plumas County may come from residents in neighboring Washoe County, Nevada, which includes the City of Reno and is located within two hours driving distance of many residential areas in Plumas County.



# TOT BY PLUMAS REGION

REGION	AIRBNB	CHESTER	LAKE ALMANOR	LA PORTE	MOHAWK	PORTOLA	SIERRA VALLEY	SLOAT
CHAMBER SUPERVISOR		Lake Almanor		Lost Sierra				
2018	0	318,773	290,213	17,491	562,762	36,695	19,661	16,085
2019	106,698	304,771	259,836	22,540	632,411	34,508	338	9,038
2020	143,418	346,487	320,770	10,878	611,310	35,702	146	11,526
TOT TOTAL	250,116	970,031	870,820	50,908	1,806,483	106,906	20,145	36,649
By CHAMBER	250,116	1,840,851						2,021,091
% By CHAMBER	5.10%	37.50%		41.17%				

REGION	QUINCY	MEADOW VALLEY	CANYON AREA	GREENVILLE	TAYLORSVILLE
CHAMBER SUPERVISOR		Quincy		Indian Valley	
2018	208,516	43,680	22,239	19,703	11,722
2019	216,126	39,074	14,492	10,077	11,558
2020	163,115	16,107	10,456	9,972	-
TOT TOTAL	587,757	98,861	47,187	39,753	23,280
By CHAMBER	733,805		63,033		4,908,895
% By CHAMBER	14.95%		1.28%		

#3

PAGE NO: 1  
TOT STATS

TRANSIENT OCCUPANCY TAX STATISTICS  
PAYMENTS BY DATE  
01/01/2018 - 12/31/2018

DATE: 05/17/2021  
TIME: 11:00:10

DATE	PAYMENTS
01/05/2018	-6,032.00
01/10/2018	-2,214.19
01/12/2018	-3,344.71
01/22/2018	-11,536.12
01/30/2018	-81,614.63
02/02/2018	-8,555.77
02/08/2018	-13,740.32
02/09/2018	-17,612.46
02/16/2018	-12,269.89
03/01/2018	-2,660.30
03/05/2018	-2,489.81
03/12/2018	-3,320.94
03/13/2018	-281.66
03/15/2018	-2,299.04
03/19/2018	-624.38
03/21/2018	-1,011.21
04/02/2018	-1,763.78
04/04/2018	-25,120.95
04/05/2018	-855.19
04/12/2018	-4,818.49
04/13/2018	-87.75
04/16/2018	-967.01
04/18/2018	-273.78
04/23/2018	-27,679.15
04/24/2018	-8,226.45
04/25/2018	-238.99
04/27/2018	-402.73
05/01/2018	-6,263.28
05/02/2018	-32,254.13
05/03/2018	-2,209.29
05/08/2018	-228.46
05/24/2018	-6,232.44
05/29/2018	-1,702.56
06/04/2018	-306.90
07/05/2018	-12,174.17
07/06/2018	-5,799.53
07/10/2018	-4,017.67
07/13/2018	-11,122.96
07/16/2018	-1,260.65
07/17/2018	-6,437.71
07/18/2018	-8,857.35
07/19/2018	-3,492.45
07/23/2018	-16,899.48
07/24/2018	-1,468.59
07/26/2018	-59,631.84
07/27/2018	-11,126.84
07/30/2018	-59,808.62
07/31/2018	-30,338.43
08/01/2018	-62,721.67
08/02/2018	-56,370.90
08/03/2018	-45,096.70
08/06/2018	-3,123.45
08/09/2018	-211.07
08/15/2018	-113.39
08/17/2018	-519.48
08/21/2018	-436.74
08/29/2018	-1,159.90
09/06/2018	-898.20
09/11/2018	-526.50
09/14/2018	-256.23
09/17/2018	-405.00
09/25/2018	-1,677.15

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TOT STATS

TRANSIENT OCCUPANCY TAX STATISTICS  
PAYMENTS BY DATE  
01/01/2018 - 12/31/2018

DATE: 05/17/2021  
TIME: 11:00:10

DATE	PAYMENTS
10/04/2018	-14,035.21
10/05/2018	-3,415.96
10/09/2018	-17,896.29
10/10/2018	-843.02
10/12/2018	-10,498.55
10/17/2018	-38,749.59
10/19/2018	-38,236.99
10/22/2018	-53,295.53
10/23/2018	-37,771.65
10/24/2018	-99,056.65
10/25/2018	-84,645.74
10/26/2018	-28,395.88
10/29/2018	-19,025.46
10/30/2018	-130,012.62
10/31/2018	-40,045.00
11/01/2018	-39,237.44
11/05/2018	-129,466.70
11/13/2018	-49,444.55
11/19/2018	-30,330.36
11/20/2018	-2,007.41
12/03/2018	-341.19
12/14/2018	-2,957.01
12/21/2018	-2,644.38
TOTAL	-1,567,544.61

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TOT STATS

TRANSIENT OCCUPANCY TAX STATISTICS  
PAYMENTS BY RENTAL LOCATION  
01/01/2018 - 12/31/2018

DATE: 05/17/2021  
TIME: 11:01:09

RENTAL LOCATION	PAYMENTS
CANYON AREA	
FESTIVAL	-5,308.32
INDIVIDUALS	-594.89
MOTELS AND HOTELS	-3,600.59
RESORTS AND RANCHES	-2,990.80
TRAILER AND MOBILE HOME PARKS	-9,745.26
TOTAL	-22,239.86
CHESTER	
BED AND BREAKFASTS	-19,909.25
FESTIVAL	-405.00
INDIVIDUALS	-26,702.85
LODGES	-964.80
MOTELS AND HOTELS	-198,767.68
RESORTS AND RANCHES	-38,753.27
TRAILER AND MOBILE HOME PARKS	-33,270.27
TOTAL	-318,773.12
GREENVILLE	
APARTMENTS	-256.94
INDIVIDUALS	-2,461.07
LODGES	-358.20
MOTELS AND HOTELS	-16,457.46
TRAILER AND MOBILE HOME PARKS	-169.65
TOTAL	-19,703.32
LA PORTE	
CABINS	-1,994.67
INDIVIDUALS	-2,449.36
MOTELS AND HOTELS	-10,815.75
TRAILER AND MOBILE HOME PARKS	-2,231.37
TOTAL	-17,491.15
LAKE ALMANOR	
CABINS	-1,546.59
CAMPGROUND	-36,430.32
INDIVIDUALS	-197,788.17
INNS	-2,928.87
MOTELS AND HOTELS	-472.50
RESORTS AND RANCHES	-44,108.45
TRAILER AND MOBILE HOME PARKS	-6,938.64
TOTAL	-290,213.54
MEADOW VALLEY	
BED AND BREAKFASTS	-1,702.39
CAMPGROUND	-8,413.11
INDIVIDUALS	-3,347.64
LODGES	-2,982.73
RESORTS AND RANCHES	-19,987.80
TRAILER AND MOBILE HOME PARKS	-7,246.37
TOTAL	-43,680.04
MOHAWK	
BED AND BREAKFASTS	-17,316.36
CABINS	-4,729.50
FESTIVAL	-1,962.00
INDIVIDUALS	-192,994.08
INNS	-3,107.33
LODGES	-235,755.52
RESORTS AND RANCHES	-74,481.42
TRAILER AND MOBILE HOME PARKS	-32,416.27
TOTAL	-562,762.48

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TOT STATS

TRANSIENT OCCUPANCY TAX STATISTICS  
PAYMENTS BY RENTAL LOCATION  
01/01/2018 - 12/31/2018

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RENTAL LOCATION	PAYMENTS
PORTOLA	
CABINS	-3,874.14
FESTIVAL	-548.00
INDIVIDUALS	-5,780.84
INNS	-3,543.55
MOTELS AND HOTELS	-6,834.22
TRAILER AND MOBILE HOME PARKS	-16,114.40
TOTAL	-36,695.15
QUINCY	
BED AND BREAKFASTS	-6,362.35
CABINS	-159.77
FESTIVAL	-8,160.60
INDIVIDUALS	-7,871.87
INNS	-15,322.17
LODGES	-6,767.70
MOTELS AND HOTELS	-150,853.58
TRAILER AND MOBILE HOME PARKS	-13,018.22
TOTAL	-208,516.26
SIERRA VALLEY AREA	
TRAILER AND MOBILE HOME PARKS	-19,661.59
TOTAL	-19,661.59
SLOAT	
LODGES	-9,350.18
RESORTS AND RANCHES	-6,735.75
TOTAL	-16,085.93
TAYLORSVILLE	
TRAILER AND MOBILE HOME PARKS	-11,722.17
TOTAL	-11,722.17
TOTAL	-1,567,544.61



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TRANSIENT OCCUPANCY TAX STATISTICS  
PAYMENTS BY DATE  
01/01/2019 - 12/31/2019

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DATE	PAYMENTS
01/07/2019	-7,092.39
01/08/2019	-8,856.84
01/10/2019	-731.66
01/11/2019	-104.64
01/14/2019	-6,553.69
01/18/2019	-2,819.48
01/23/2019	-6,504.91
01/24/2019	-12,234.40
01/25/2019	-17,097.31
01/28/2019	-20,000.00
01/29/2019	-43,874.73
01/31/2019	-6,226.15
02/01/2019	-5,842.88
02/05/2019	-64,185.52
02/11/2019	-36.94
02/27/2019	-1,133.13
02/28/2019	-349.20
03/06/2019	-996.46
03/08/2019	-114.75
03/28/2019	-3,199.40
04/01/2019	-28.80
04/08/2019	-5,685.60
04/15/2019	-924.71
04/17/2019	-1,602.72
04/18/2019	-3,175.35
04/19/2019	-940.24
04/22/2019	-29,271.11
04/29/2019	-26,479.87
04/30/2019	-2,474.71
05/01/2019	-29,422.01
05/02/2019	-255.15
05/06/2019	-8,598.93
05/14/2019	-723.42
06/27/2019	-521.91
07/01/2019	-630.00
07/03/2019	-6,640.84
07/08/2019	-11,667.87
07/09/2019	-5,271.39
07/11/2019	-6,240.34
07/15/2019	-6,371.84
07/17/2019	-776.82
07/18/2019	-10,420.01
07/19/2019	-20,209.10
07/22/2019	-15,679.04
07/23/2019	-6,724.67
07/24/2019	-31,794.90
07/31/2019	-179,784.84
08/02/2019	-17,962.39
08/05/2019	-66,811.34
08/06/2019	-11,090.39
08/07/2019	-27,816.63
08/08/2019	-4,816.98
08/09/2019	-6,268.90
08/13/2019	-5,012.30
08/21/2019	-104.89
10/10/2019	-18,664.16
10/15/2019	-11,246.30
10/17/2019	-20,992.48
10/18/2019	-6,665.40
10/21/2019	-50,500.25
10/22/2019	-154,649.11
10/23/2019	-38,431.08

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TRANSIENT OCCUPANCY TAX STATISTICS  
PAYMENTS BY DATE  
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DATE	PAYMENTS
10/24/2019	-15,113.98
10/25/2019	-35,018.15
10/28/2019	-48,163.59
10/30/2019	-69,598.43
11/08/2019	-1,778.76
11/12/2019	-12,639.75
11/14/2019	-268,790.31
12/30/2019	-82,830.40
12/31/2019	-5,194.99
TOTAL	-1,600,431.63

TRANSIENT OCCUPANCY TAX STATISTICS  
RETURNS BY RENTAL LOCATION  
01/01/2019 - 12/31/2019

DATE: 05/17/2021  
TIME: 11:02:10

RENTAL LOCATION	RECEIPTS	NON_TRANSIENT	EXEMPT
AIRBNB			
AIRBNB	1,185,532.89	.00	.00
TOTAL	1,185,532.89	.00	.00
CANYON AREA			
FESTIVAL	42,854.88	.00	.00
INDIVIDUALS	8,569.00	.00	.00
MOTELS AND HOTELS	36,760.56	.00	.00
RESORTS AND RANCHES	115,929.68	79,803.68	.00
TRAILER AND MOBILE HOME PARKS	155,954.71	65,242.00	.00
TOTAL	360,068.83	145,045.68	.00
CHESTER			
BED AND BREAKFASTS	231,540.58	.00	.00
FESTIVAL	.00	.00	.00
INDIVIDUALS	262,167.36	.00	.00
LODGES	167,505.00	.00	.00
MOTELS AND HOTELS	2,339,261.32	55,620.50	6,773.05
RESORTS AND RANCHES	23,140.10	.00	.00
TRAILER AND MOBILE HOME PARKS	665,330.53	240,212.02	.00
TOTAL	3,688,944.89	295,832.52	6,773.05
GREENVILLE			
APARTMENTS	2,800.00	.00	.00
INDIVIDUALS	22,958.09	.00	.00
LODGES	38,706.20	35,026.20	.00
MOTELS AND HOTELS	85,625.00	4,550.00	564.00
TRAILER AND MOBILE HOME PARKS	2,023.00	.00	.00
TOTAL	152,112.29	39,576.20	564.00
LA PORTE			
CABINS	32,349.38	4,325.00	.00
INDIVIDUALS	63,290.39	.00	.00
MOTELS AND HOTELS	134,887.50	.00	.00
TRAILER AND MOBILE HOME PARKS	24,238.00	.00	.00
TOTAL	254,765.27	4,325.00	.00
LAKE ALMANOR			
CABINS	31,325.58	.00	.00
CAMPGROUND	87,319.66	.00	.00
INDIVIDUALS	2,205,753.38	44,468.45	1,420.00
INNS	16,083.30	.00	.00
MOTELS AND HOTELS	4,000.00	.00	.00
RESORTS AND RANCHES	1,032,463.13	425,862.07	92,896.00
TRAILER AND MOBILE HOME PARKS	500,513.00	425,741.78	.00
TOTAL	3,877,458.05	896,072.30	94,316.00
MEADOW VALLEY			
BED AND BREAKFASTS	16,109.11	.00	.00
CAMPGROUND	58,500.04	.00	.00
INDIVIDUALS	45,280.07	.00	.00
LODGES	25,732.80	.00	.00
RESORTS AND RANCHES	255,834.96	59,828.49	.00
TRAILER AND MOBILE HOME PARKS	92,525.00	.00	.00
TOTAL	493,981.98	59,828.49	.00
MOHAWK			
BED AND BREAKFASTS	206,455.00	.00	.00
CABINS	35,105.00	.00	.00
CAMPGROUND	329,928.00	.00	.00
FESTIVAL	19,525.00	.00	.00
INDIVIDUALS	2,685,320.40	330,994.53	2,070.57
INNS	34,575.49	.00	.00
LODGES	2,892,066.62	.00	.00
RESORTS AND RANCHES	807,617.08	.00	.00
TRAILER AND MOBILE HOME PARKS	731,317.92	382,057.32	.00
TOTAL	7,741,910.51	713,051.85	2,070.57
PORTOLA			
CABINS	48,828.00	.00	.00
FESTIVAL	20,308.40	.00	.00
INDIVIDUALS	62,433.71	8,400.00	.00
INNS	158,363.03	.00	2,163.20
MOTELS AND HOTELS	93,775.00	2,817.00	.00

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TOT STATS

TRANSIENT OCCUPANCY TAX STATISTICS  
RETURNS BY RENTAL LOCATION  
01/01/2019 - 12/31/2019

DATE: 05/17/2021  
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RENTAL LOCATION	RECEIPTS	NON_TRANSIENT	EXEMPT
PORTOLA (CONTINUED)			
TRAILER AND MOBILE HOME PARKS	62,288.37	49,190.48	.00
TOTAL	445,996.51	60,407.48	2,163.20
QUINCY			
BED AND BREAKFASTS	109,249.29	.00	.00
FESTIVAL	84,819.44	.00	.00
INDIVIDUALS	87,494.29	8,382.07	.00
INNS	215,826.00	.00	.00
LODGES	190,026.80	.00	.00
MOTELS AND HOTELS	2,191,196.57	621,822.63	10,013.06
TRAILER AND MOBILE HOME PARKS	310,730.67	147,722.28	.00
TOTAL	3,189,343.06	777,926.98	10,013.06
SIERRA VALLEY AREA			
TRAILER AND MOBILE HOME PARKS	3,754.56	.00	.00
TOTAL	3,754.56	.00	.00
SLOAT			
LODGES	100,423.45	.00	.00
TOTAL	100,423.45	.00	.00
TAYLORSVILLE			
INDIVIDUALS	.00	.00	.00
TRAILER AND MOBILE HOME PARKS	128,424.50	.00	.00
TOTAL	128,424.50	.00	.00
TOTAL	21,622,716.79	2,992,066.50	115,899.88

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TRANSIENT OCCUPANCY TAX STATISTICS  
PAYMENTS BY DATE  
01/01/2020 - 12/31/2020

DATE: 05/17/2021  
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DATE	PAYMENTS
01/02/2020	-158.40
01/08/2020	-896.84
01/10/2020	-1,348.36
01/13/2020	128.53
01/14/2020	-8,114.36
01/16/2020	-5,177.97
01/17/2020	-630.05
01/23/2020	-773.91
01/27/2020	-24,176.81
01/28/2020	-6,018.29
01/29/2020	-77,227.59
01/31/2020	-43,195.62
02/03/2020	-19,442.07
02/04/2020	-42,874.28
02/06/2020	-1,157.87
02/20/2020	-980.11
02/24/2020	-2,888.00
04/24/2020	-31,849.49
04/27/2020	-28,833.16
04/29/2020	-633.91
04/30/2020	-1,365.20
05/06/2020	-71.00
05/08/2020	-6,795.68
05/11/2020	-57,091.03
05/12/2020	-47.70
05/22/2020	-1,781.53
06/05/2020	-95.31
07/09/2020	-17,530.09
07/13/2020	-5,899.40
07/15/2020	-3,534.30
07/17/2020	-4,882.70
07/20/2020	-157,408.33
07/22/2020	-6,936.43
07/23/2020	-68,219.07
07/24/2020	-6,837.43
07/27/2020	-33,832.74
07/28/2020	-6,408.86
07/30/2020	-3,331.35
08/03/2020	-24,597.87
08/04/2020	-77,121.33
08/06/2020	-8,284.34
08/13/2020	-2,171.09
08/14/2020	-144.85
08/18/2020	-643.95
09/10/2020	-1,545.28
09/30/2020	-170.37
10/08/2020	-8,431.34
10/09/2020	-7,878.15
10/14/2020	-142,364.45
10/15/2020	-9,768.26
10/16/2020	-66,765.00
10/21/2020	-116,071.80
10/22/2020	-38,547.24
10/23/2020	-58,474.09
10/27/2020	-25,129.71
10/28/2020	-3,108.00
10/30/2020	-177,718.25
11/02/2020	-3,008.16
11/04/2020	-109,725.03
11/06/2020	-15,314.33
11/16/2020	-87,923.11
11/20/2020	-75,439.46

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TRANSIENT OCCUPANCY TAX STATISTICS  
PAYMENTS BY DATE  
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DATE	PAYMENTS
11/23/2020	-8,411.76
11/24/2020	-24,792.25
12/29/2020	-10,555.60
12/30/2020	-2,384.64
TOTAL	-1,784,806.42

TRANSIENT OCCUPANCY TAX STATISTICS  
RETURNS BY RENTAL LOCATION  
01/01/2020 - 12/31/2020

DATE: 05/17/2021  
TIME: 11:02:59

RENTAL LOCATION	RECEIPTS	NON_TRANSIENT	EXEMPT
<b>AIRBNB</b>			
AIRBNB	1,721,809.49	128,278.88	.00
TOTAL	1,721,809.49	128,278.88	.00
<b>CANYON AREA</b>			
FESTIVAL	36,828.00	.00	.00
INDIVIDUALS	.00	.00	.00
MOTELS AND HOTELS	42,827.00	.00	1,152.00
RESORTS AND RANCHES	89,215.00	67,085.00	.00
TRAILER AND MOBILE HOME PARKS	62,716.07	47,170.57	.00
TOTAL	231,586.07	114,255.57	1,152.00
<b>CHESTER</b>			
BED AND BREAKFASTS	192,877.30	.00	1,410.00
FESTIVAL	.00	.00	.00
INDIVIDUALS	189,100.77	6,000.00	.00
INNS	112,742.92	.00	.00
LODGES	978,810.00	23,855.48	.00
MOTELS AND HOTELS	1,993,999.34	31,654.00	2,542.41
RESORTS AND RANCHES	1,500.00	.00	.00
TRAILER AND MOBILE HOME PARKS	668,051.03	221,760.32	.00
TOTAL	4,137,081.36	283,269.80	3,952.41
<b>GREENVILLE</b>			
APARTMENTS	.00	.00	.00
INDIVIDUALS	3,036.55	.00	.00
LODGES	37,870.00	29,369.00	.00
MOTELS AND HOTELS	150,710.50	48,929.00	2,697.00
TRAILER AND MOBILE HOME PARKS	180.00	.00	.00
TOTAL	191,797.05	78,298.00	2,697.00
<b>LA PORTE</b>			
CABINS	24,351.00	3,650.00	.00
INDIVIDUALS	41,813.03	.00	.00
MOTELS AND HOTELS	60,738.75	2,838.75	.00
TRAILER AND MOBILE HOME PARKS	450.00	.00	.00
TOTAL	127,352.78	6,488.75	.00
<b>LAKE ALMANOR</b>			
CABINS	32,852.40	.00	.00
CAMPGROUND	440,769.39	.00	.00
INDIVIDUALS	2,539,648.96	58,100.00	.00
INNS	.00	.00	.00
MOTELS AND HOTELS	.00	.00	.00
RESORTS AND RANCHES	1,157,000.45	634,841.46	.00
TRAILER AND MOBILE HOME PARKS	537,798.76	451,011.54	.00
TOTAL	4,708,069.96	1,143,953.00	.00
<b>MEADOW VALLEY</b>			
BED AND BREAKFASTS	27,912.48	10,405.14	.00
CAMPGROUND	91,583.79	.00	.00
INDIVIDUALS	54,700.00	12,500.00	.00
LODGES	195,437.82	180,887.00	.00
RESORTS AND RANCHES	211,504.35	203,040.37	.00
TRAILER AND MOBILE HOME PARKS	4,659.50	.00	.00
TOTAL	585,797.94	406,832.51	.00
<b>MOHAWK</b>			
BED AND BREAKFASTS	67,285.00	.00	.00
CABINS	36,376.00	.00	.00
CAMPGROUND	3,175.00	.00	.00
FESTIVAL	24,606.60	.00	.00
INDIVIDUALS	2,318,417.82	265,411.02	.00
INNS	50,295.25	.00	.00
LODGES	2,838,555.60	.00	.00
RESORTS AND RANCHES	1,281,336.78	.00	.00
TRAILER AND MOBILE HOME PARKS	750,328.88	312,633.87	.00
TOTAL	7,370,376.93	578,044.89	.00
<b>PORTOLA</b>			
CABINS	42,133.90	.00	.00
FESTIVAL	24,154.60	.00	.00
INDIVIDUALS	85,624.87	23,350.00	.00
INNS	137,485.39	.00	.00

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TOT STATS

TRANSIENT OCCUPANCY TAX STATISTICS  
RETURNS BY RENTAL LOCATION  
01/01/2020 - 12/31/2020

DATE: 05/17/2021  
TIME: 11:02:59

RENTAL LOCATION	RECEIPTS	NON_TRANSIENT	EXEMPT
PORTOLA (CONTINUED)			
MOTELS AND HOTELS	146,909.00	19,081.00	3,136.00
TRAILER AND MOBILE HOME PARKS	66,254.77	60,301.00	.00
TOTAL	502,562.53	102,732.00	3,136.00
QUINCY			
BED AND BREAKFASTS	117,202.98	.00	.00
FESTIVAL	.00	.00	.00
INDIVIDUALS	56,031.71	3,150.00	.00
INNS	100,855.00	16,559.00	.00
LODGES	138,471.72	.00	.00
MOTELS AND HOTELS	1,930,895.85	571,420.83	45,225.00
TRAILER AND MOBILE HOME PARKS	223,711.11	118,429.49	.00
TOTAL	2,567,168.37	709,559.32	45,225.00
SIERRA VALLEY AREA			
TRAILER AND MOBILE HOME PARKS	29,564.77	27,942.63	.00
TOTAL	29,564.77	27,942.63	.00
SLOAT			
LODGES	133,973.62	3,818.00	2,084.00
TOTAL	133,973.62	3,818.00	2,084.00
TAYLORSVILLE			
INDIVIDUALS	.00	.00	.00
TRAILER AND MOBILE HOME PARKS	.00	.00	.00
TOTAL	.00	.00	.00
TOTAL	22,307,140.87	3,583,473.35	58,246.41

#4

## **Position Description**

Executive Director

Lost Sierra Chamber of Commerce

## **Area Description**

The Lost Sierra Chamber of Commerce has an opening for an Executive Director who will take on an exciting and challenging opportunity.

Stretching along the Middle Fork of the Feather River to the sprawling Sierra Valley there is much to see and do. Eastern Plumas offers premiere lodging, camping, golfing, dining, bird watching, fishing, hiking, horseback riding, winter sports and back country driving. There are miles and miles of beautiful scenery - mountains, wild flowers, fall colors, lakes and this is just a taste of what is offered in Eastern Plumas County.

The definition of tranquility was established in Eastern Plumas County. Step outside at night and you can enjoy a magnificent view of the galaxy. The stars look like you could reach out and touch them. Breathe the brisk, fresh clean air. Listen! There's nothing to hear. Experience peace, quiet and serenity. We have an unlimited amount of all three.

## **Organizations**

### *Lost Sierra Chamber of Commerce*

With over 190 members, the Lost Sierra Chamber provides essential serves to business across Eastern Plumas County.

- A strong, engaged membership
- Robust community communication
- Marketing Eastern Plumas County
- Collaborating and hosting community events

Additionally, The Lost Sierra Chamber of Commerce staffs and supports the Lost Sierra Visitors Center. The Visitors Center offers a wide range of tourist services. Some of these services include:

- Information regarding recreation, dining, hospitality, and events in the area
- Promotion of local businesses
- Brochures and maps of what Plumas County has to offer
- New resident welcome packets

## **Position**

Reporting to the Board of Directors of the Chamber, the Executive Director (ED) will have overall strategic and operational responsibility for the programs of the Chamber and execution its' mission.

## **Responsibilities:**

### Leadership & Management

- Ensure ongoing programmatic excellence, rigorous program evaluation, and consistent quality of finance and administration, fundraising, communications, and systems; recommend timelines and resources needed to achieve the strategic goals
- Actively engage and energize volunteers, board members, event committees, partnering organizations, and funders.
- Develop, maintain, and support a strong board of directors; serve as ex-officio of each committee, seek and build board involvement with strategic direction.
- Lead, coach, develop, and retain administrative staff.
- Ensure effective systems to track progress, and regularly evaluate program components, so as to measure successes that can be effectively communicated to the board, funders, and other stakeholders.

### Fundraising & Communications

- Expand local revenue generating and fundraising activities to support existing program operations.
- Deepen and refine all aspects of communications—from web presence to external relations with the goal of creating a stronger brand for both entities.
- Use presence within and without the community, and relationships, to garner new opportunities.

### Planning & New Business

- Begin to build membership and partnerships in new areas establishing relationships with members, funders, and political and community leaders.
- Oversee economic development initiatives as directed by the Board.



## Qualifications

The ED will be thoroughly committed to the Chamber's mission. Concrete demonstrable experience and qualifications include:

- A Bachelor's degree, and/or business or related experience
- Experience in organizational management with the ability to manage and develop volunteers and staff, set and achieve strategic objectives, and manage a budget
- Ability to work effectively in collaboration with diverse groups of people
- Marketing, public relations, and fundraising experience with the ability to engage a wide range of stakeholders
- Strong written and verbal communication skills; a good communicator with excellent interpersonal skills
- Action-oriented, entrepreneurial, adaptable, and innovative
- Passion, idealism, integrity, positive attitude, mission-driven, and self-directed

## Compensation

## How to Apply

Email Resume to [epluchmb@gmail.com](mailto:epluchmb@gmail.com)

Or mail to Lost Sierra Chamber of Commerce P.O. Box 1043 Blairsden, CA 96103

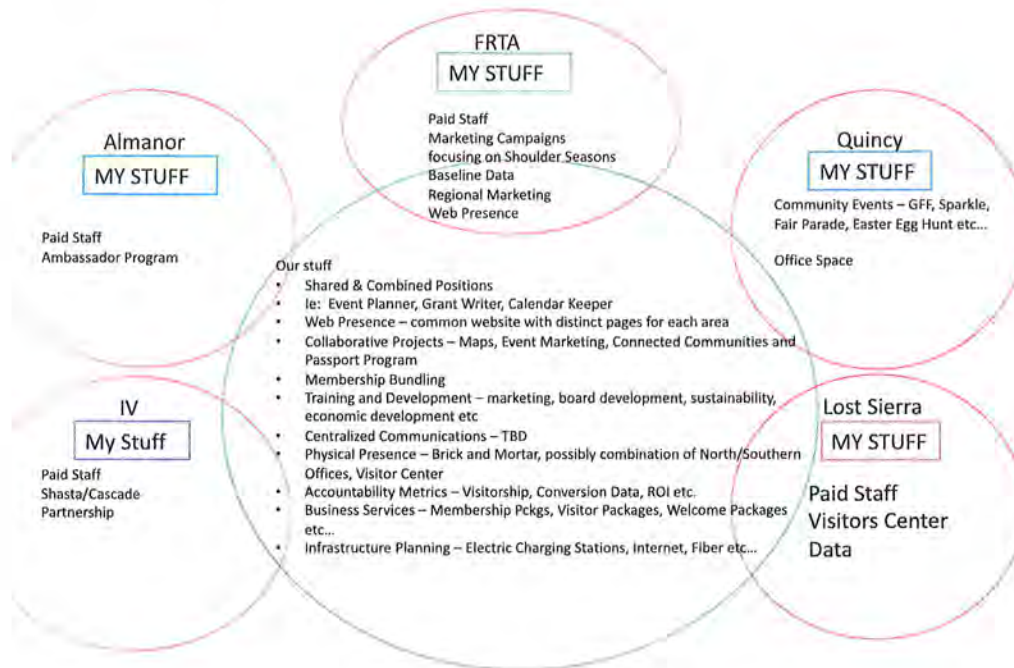
#5

## Collaboration Meeting Plumas Chambers AND FRTA Pt 2

June 4, 2021

Zoom

Present: Lisa Kelly, Tiffiney Lozano, Richard Aiple, Clint Koble, Jeff Titcomb, Cheryl Kolb, Fred Holman, Donna Mills, Karen Kleven, Sharon Roberts, Emily Compton, Jennifre Ayers  
(NAMES MISSING! PLEASE HELP ME FILL IN)



- I. Each Chamber and FRTA were asked to identify what they would do with \$50K
  - a. Identify the activities that you would fund as an individual entity by virtue of what you felt was essential to the organization and a commitment to stakeholders
  - b. Identify the activities that should be funded as a collaborative organization (middle circle)
  - c. Next meeting would be to flesh out each activity and attach dollar signs and then prioritize
- II. In addition to the items in the middle circle, some items were parked for deeper discussion including:
  - a. Potential Partnering on physical sites to include a collaboration on Visitors Centers.
    - i. One suggestion included a Visitors Center in the Eastern Plumas (Graeagle site), one in Quincy and one in Almanor
  - b. Each Chamber felt it needed its own physical site for business
  - c. Grant Writing merits further discussion to include a strategic approach.
    1. Discussion about the “identity” and attribute of each unique region of Plumas County to direct grant writing ie: Lake

recreation (Almanor and Lost Sierra )or commerce center  
(Quincy) and Indian Valley (Genesee and Rodeo?)

- d. Marketing – need to discuss our “target” market
- e. Website
  - i. Further discussion on naming conventions
- f. Training and Economic Development
  - i. Ambassador Program was parked for discussion on using Shasta Cascade or developing our own

### III. FRTA

- a. The Feather River Tourism Association brings some “over-arching” value to the Collaboration
  - i. Website
  - ii. Marketing by Region and to bolster year round tourism
  - iii. Plumas Maps for county and each region in the District
- b. There was discussion about the DISTRICT BOUNDARIES and who and what FRTA can provide based on membership and stakeholders
  - i. More discussion needs to take place regarding mandatory service area and the nature of exclusion of Eastern Plumas as they did not opt into the FRTA

Plumas County Chambers of Commerce and FRTA Collaboration Meeting  
May 25th, 2021, Pioneer Park

**A. Shared Goals among the Chambers**

1. Serve our Members
  - a) for Chambers - it's members, for FRTA it's the District
2. Build VALUE for members thus creating an "engaged" constituency
3. Provide for EDUCATION for members - to support economic development such as business services, hiring practices etc.
4. ADDRESS the shortage of skilled employees (workforce development)
5. Market and Promote our County (while also being a guardian of our delicate environment)
6. COLLABORATE on events throughout the to capitalize on the unique attributes of our distinct sub-regions
7. Help Build the Quality of Life that residents and visitors seek
8. Build a THRIVING Economy

**B. FRTA Goals**

1. Improve and develop the tourism economy of our communities by collecting a 2% assessment from lodging providers
2. With these funds, Focus on Year Round Tourism to put "heads-in-beds" which leads to a sustainable economy
3. Market Plumas County to increase tourism which will build a strong economy
  - a) focus on micro-zone marketing so all unique areas are represented in marketing efforts
  - b) organized micro-zone advisory committees - with Chamber representation

**C. COMMON AND PRESSING NEEDS**

1. Reliable funding sources - BOS contributing TOT
2. Year round employment opportunities to sustain a currently transient workforce
3. Affordable HOUSING
4. Skilled Workforce or increased opportunities for SKILL BUILDING in key industries
5. Reliable Technology (internet, fiber)
6. Infrastructure
  - a) public transportation
  - b) charging stations
  - c) tourist information
  - d) technology
7. Strong Board of Directors
  - a) ability to PAY staff to include Executive Directors
8. Strategic Alliances with dynamic partners ie: BOS, Sierra Buttes Trail Stewardship, SPI
9. COHESIVE and QUALITY WEB PRESENCE
10. Fewer roadblocks with regard to permitting and building and licensing
11. A more competitive Government Rate

**D. Potential and Creative Solutions**

*Side note: Each item below requires \$\$\$\$ to execute. However, The POINT with this list is not only to show the NEED FOR FUNDING and*

*PARTNERSHIP WITH BOS but to demonstrate that we are strategizing collectively.*

1. Sustainable funding from BOS - a % of TOT
2. Sharing resources to include
  - a) Shared Calendar
  - b) County MAP with recreation, hospitality, features and attractions
  - c) Collective WEB PRESENCE - common website that is of high quality and represents the COUNTY
  - d) Potential consolidation of Chambers was discussed as a likely strategy
  - e) Membership Bundling
  - f) Shared Staffing Concept
3. "Private/Public Partnerships" - to include individuals, institutions and EDUCATIONAL entities  
ie: FRC
4. Fiscal Organizational Structure ie: 501c.3 to address emergency fundraising and distribution  
when needed
5. Connected Communities Concept as per SBTS





FCB 1

## **PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT**

1834 East Main Street, Quincy, CA 95971

Telephone: (530) 283-6268

### **AGENDA REQUEST**

For the June 15, 2021 meeting of the Board of Supervisors

June 7, 2021

To: Honorable Board of Supervisors

From: John Mannle, Manager, Flood Control District

Subject: Approval of Amendment No. 20 to the Water Supply Contract

A handwritten signature in blue ink, appearing to read "John Mannle", is written over the "From:" line of the memo.

### **BACKGROUND**

The Department of Water Resources (DWR) sent Plumas Flood Control and Water Conservation District Amendment No. 20 to the Water Supply Contract on November 23, 2020. The Amendment has been approved as to form by County Counsel. Amendment No. 20 gives Flood Control the ability to sell excess water to another State Water Contractor, through the added Article 57.

Amendment No. 20 also has provisions through Article 56 to store water outside of service area. This is probably not something that Plumas would utilize but the ability is there if needed.

Due to the 5% allocation restrictions, put in place by the State due to the drought, Plumas would not have any potential excess water in the 2021 water year to transfer. Depending on the State allocation of project water in 2022 and/or the completion of the Plumas Amendment with DWR, a water sale to another Water Contractor may be possible in 2022.

Amendment No. 20 has no financial impact, other than it grants Flood Control the ability in the future to sell excess water to offset the money paid to the State for unused water rights.

### **RECOMMENDATIONS**

Flood Control staff recommends that the Flood Control Governing Board authorize the Chair of the Board of Supervisors to execute Amendment No. 20 to Water Supply Contract.

Attachments: Amendment No. 20 to Water Supply Contract

STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 20 (THE WATER MANAGEMENT AMENDMENT)  
TO WATER SUPPLY CONTRACT  
BETWEEN  
THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES  
AND  
PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

THIS AMENDMENT to the Water Supply Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ pursuant to the provisions of the California Water Resources Development Bond Act, the Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State," and Plumas County Flood Control and Water Conservation District, herein referred to as the "Agency."

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## RECITALS

- A. The State and the Agency entered into and subsequently amended a water supply contract (the "contract"), dated December 26, 1963, providing that the State shall supply certain quantities of water to the Agency and providing that the Agency shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payments; and
- B. The State and the Agency, in an effort to manage water supplies in a changing environment, explored non-structural solutions to provide greater flexibility in managing State Water Project (SWP) water supplies; and
- C. The State and the Agency, in an effort to support the achievement of the coequal goals for the Delta set forth in the Delta Reform Act, sought solutions to develop water supply management practices to enhance flexibility and reliability of SWP water supplies while the Agency is also demonstrating its commitment to expand its water supply portfolio by investing in local water supplies; and
- D. The State and the Agency, in response to the Governor's Water Resiliency Portfolio, wish to maintain and diversify water supplies while protecting and enhancing natural systems without changing the way in which the SWP operates; and
- E. The State and the Agency sought to create a programmatic solution through transfers or exchanges of SWP water supplies that encourages regional approaches among water users sharing watersheds and strengthening partnerships with local water agencies, irrigation districts, and other stakeholders; and
- F. The State and the Agency, in an effort to comply with the Open and Transparent Water Data Platform Act (Assembly Bill 1755), sought means to create greater transparency in water transfers and exchanges; and
- G. The State, the Agency and representatives of certain other SWP Contractors have negotiated and agreed upon a document (dated May 20, 2019), the subject of which is " Draft Agreement in Principle for the SWP Water Supply Contract Amendment for Water Management" (the "Agreement in Principle"); and
- H. The Agreement in Principle describes that the SWP Water Supply Contract Amendment for Water Management "supplements and clarifies terms of the SWP water supply contract that will provide greater water management regarding transfers and exchanges of SWP water within the SWP service area"; the principles agreed to achieve this without relying upon increased SWP diversions or changing the way in which the SWP operates, and are consistent with all applicable contract and regulatory requirements; and

- I. The State, the Agency and those Contractors intending to be subject to the contract amendments contemplated by the Agreement in Principle subsequently prepared an amendment to their respective Contracts to implement the provisions of the Agreement in Principle, and such amendment was named the "SWP Water Supply Contract Amendment for Water Management"; and
- J. The State and the Agency desire to implement continued service through the contract and under the terms and conditions of this "SWP Water Supply Contract Amendment for Water Management";

**NOW, THEREFORE, IT IS MUTUALLY AGREED** that the following changes and additions are hereby made to the Agency's water supply contract with that State:

#### **AMENDED CONTRACT TEXT**

**ARTICLE 1 IS AMENDED TO ADD THE FOLLOWING DEFINITIONS, PROVIDED THAT IF THIS WATER MANAGEMENT AMENDMENT TAKES EFFECT BEFORE THE CONTRACT EXTENSION AMENDMENT TAKES EFFECT, THE ADDITIONS HEREIN SHALL CONTINUE IN EFFECT AFTER THE CONTRACT EXTENSION AMENDMENT TAKES EFFECT NOTWITHSTANDING THE CONTRACT EXTENSION AMENDMENT'S DELETION AND REPLACEMENT OF ARTICLE 1 IN ITS ENTIRETY:**

**1. Definitions**

- (au) **"Article 56 Carryover Water"** shall mean water that the Agency elects to store under Article 56 in project surface conservation facilities for delivery in a subsequent year or years.

**ARTICLE 21 IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING TEXT:**

**21. Interruptible Water Service**

**(a) Allocation of Interruptible Water**

Each year from water sources available to the project, the State shall make available and allocate interruptible water to contractors in accordance with the procedure in Article 18(a). Allocations of interruptible water in any one year may not be carried over for delivery in a subsequent year, nor shall the delivery of interruptible water in any year impact the Agency's approved deliveries of Annual Table A Amount or the Agency's allocation of water for the next year. Deliveries of interruptible water in excess of the Agency's Annual Table A Amount may be made if the deliveries do not adversely affect the State's delivery of Annual Table A Amount to other contractors or adversely affect project operations. Any amounts of water owed to the Agency as of the date of this amendment pursuant to former Article 12(d), any contract provisions or letter agreements relating to wet weather water, and any Article 14(b) balances accumulated prior to 1995, are canceled. The State shall hereafter use its best efforts, in a manner that causes no adverse impacts upon other contractors or the project, to avoid adverse economic impacts due to the Agency's inability to take water during wet weather.



**(b) Notice and Process for Obtaining Interruptible Water**

The State shall periodically prepare and publish a notice to contractors describing the availability of interruptible water under this Article. To obtain a supply of interruptible water, including a supply from a transfer of interruptible water, the Agency shall execute a further agreement with the State. The State will timely process such requests for scheduling the delivery of the interruptible water.

**(c) Rates**

For any interruptible water delivered pursuant to this Article, the Agency shall pay the State the same (including adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as if such interruptible water were Table A Amount water, as well as all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State. The State shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if interruptible water were not scheduled for or delivered to the Agency. Only those contractors not participating in the repayment of the capital costs of a reach shall be required to pay any use of facilities charge for the delivery of interruptible water through that reach.

**(d) Transfers of Interruptible Water**

- (1) Tulare Lake Basin Water Storage District, Empire West-Side Irrigation District, Oak Flat Water District, and County of Kings may transfer to other contractors a portion of interruptible water allocated to them under subdivision (a) when the State determines that interruptible water is available.
- (2) The State may approve the transfer of a portion of interruptible water allocated under subdivision (a) to contractors other than those listed in (d)(1) if the contractor acquiring the water can demonstrate a special need for the transfer of interruptible water.
- (3) The contractors participating in the transfer shall determine the cost compensation for the transfers of interruptible water.

The transfers of interruptible water shall be consistent with Articles 56(d) and 57.

## **NEW CONTRACT ARTICLES**

**ARTICLES 56 AND 57 ARE ADDED TO THE CONTRACT AS NEW ARTICLES AS FOLLOWS:**

**56. Use and Storage of Project Water Outside of Service Area and Article 56 Carryover Water**

**(a) State Consent to Use of Project Water Outside of Service Area**

Notwithstanding the provisions of Article 15(a), the State hereby consents to the Agency storing Project Water in a groundwater storage program, project surface conservation facilities and in nonproject surface storage facilities located outside its service area for later use by the Agency within its service area and to the Agency transferring or exchanging Project Water outside its service area consistent with agreements executed under this contract.

**(b) Groundwater Storage Programs**

The Agency shall cooperate with other contractors in the development and establishment of groundwater storage programs. The Agency may elect to store Project Water in a groundwater storage program outside its service area for later use within its service area. There shall be no limit on the amount of Project Water the Agency can store outside its service area during any year in a then existing and operational groundwater storage program.

**(1) Transfers of Annual Table A Amount stored in a groundwater storage program outside a contractor's service area.**

In accordance with applicable water rights law and the terms of this Article, the Agency may transfer any Annual Table A Amount stored on or after the effective date of the Water Management Amendment in a groundwater storage program outside its service area to another contractor for use in that contractor's service area. These transfers must comply with the requirements of Articles 56(c)(4)(i)-(v), (6) and (7), and Article 57. The Agency will include these transfers in its preliminary water delivery schedule required in Article 12(a).

(2) **Exchanges of any Annual Table A Amount stored in a groundwater storage program outside a contractor's service area.**

In accordance with applicable water rights law and the terms of this Article, the Agency may exchange any Annual Table A Amount stored on or after the effective date of the Water Management Amendment in a groundwater storage program outside its service area with another contractor for use in that contractor's service area. These exchanges must comply with the requirements in Article 56(c)(4)(i)-(v). The Agency shall include these exchanges in its preliminary water delivery schedule pursuant to Article 12(a).

(c) **Article 56 Carryover Water and Transfers or Exchanges of Article 56 Carryover Water**

- (1) In accordance with any applicable water rights laws, the Agency may elect to use Article 56 Carryover Water within its service area, or transfer or exchange Article 56 Carryover Water to another contractor for use in that contractor's service area in accordance with the provisions of subdivision (c)(4) of this Article. The Agency shall submit to the State a preliminary water delivery schedule on or before October 1 of each year pursuant to Article 12(a), the quantity of water it wishes to store as Article 56 Carryover Water in the next succeeding year, and the quantity of Article 56 Carryover Water it wishes to transfer or exchange with another contractor in the next succeeding year. The amount of Project Water the Agency can add to storage in project surface conservation facilities and in nonproject surface storage facilities located outside the Agency's service area each year shall be limited to the lesser of the percent of the Agency's Annual Table A Amount shown in column 2 or the acre-feet shown in column 3 of the following table, depending on the State's final Table A water supply allocation percentage as shown in column 1. For the purpose of determining the amount of Project Water the Agency can store, the final water supply allocation percentage shown in column 1 of the table below shall apply to the Agency. However, there shall be no limit to storage in nonproject facilities in a year in which the State's final water supply allocation percentage is one hundred percent. These limits shall not apply to water stored pursuant to Articles 12(e) and 14(b).

1. Final Water Supply Allocation Percentage	2. Maximum Percentage of Agency's Annual Table A Amount That Can Be Stored	3. Maximum Acre-Feet That Can Be Stored
50% or less	25%	100,000
51%	26%	104,000
52%	27%	108,000
53%	28%	112,000
54%	29%	116,000
55%	30%	120,000
56%	31%	124,000
57%	32%	128,000
58%	33%	132,000
59%	34%	136,000
60%	35%	140,000
61%	36%	144,000
62%	37%	148,000
63%	38%	152,000
64%	39%	156,000
65%	40%	160,000
66%	41%	164,000
67%	42%	168,000
68%	43%	172,000
69%	44%	176,000
70%	45%	180,000
71%	46%	184,000
72%	47%	188,000
73%	48%	192,000
74%	49%	196,000
75% or more	50%	200,000

- (2) Storage capacity in project surface conservation facilities at any time in excess of that needed for project operations shall be made available to requesting contractors for storage of project and Nonproject Water. If such storage requests exceed the available storage capacity, the available capacity shall be allocated among contractors requesting storage in proportion to their Annual Table A Amounts for that year. The Agency may store water in excess of its allocated share of capacity as long as capacity is available for such storage.
- (3) If the State determines that a reallocation of excess storage capacity is needed as a result of project operations or because of the exercise of a contractor's storage right, the available capacity shall be reallocated among contractors requesting storage in proportion to their respective Annual Table A Amounts for that year. If such reallocation results in

the need to displace water from the storage balance for any contractor or noncontractor, the water to be displaced shall be displaced in the following order of priority:

First, water, if any, stored for noncontractors;

Second, water stored for a contractor that previously was in excess of that contractor's allocation of storage capacity; and

Third, water stored for a contractor that previously was within that contractor's allocated storage capacity.

The State shall determine whether water stored in a project surface water conservation facility is subject to displacement and give as much notice as feasible of a potential displacement. If the Agency transfers or exchanges Article 56 Carryover Water pursuant to this subdivision to another contractor for storage in such facility, the State shall recalculate the amount of water that is subject to potential displacement for both contractors participating in the transfer or exchange. The State's recalculation shall be made pursuant to subdivision (4) of this Article.

**(4) Transfers or Exchanges of Article 56 Carryover Water**

The Agency may transfer or exchange its Article 56 Carryover Water as provided in this subdivision under a transfer or an exchange agreement with another contractor. Water stored pursuant to Articles 12(e) and 14(b) and Nonproject Water shall not be transferred or exchanged. Transfers or exchanges of Article 56 Carryover Water under this subdivision shall comply with subdivision (f) of this Article and Article 57 as applicable, which shall constitute the exclusive means to transfer or exchange Article 56 Carryover Water.

On or around January 15 of each year, the State shall determine the maximum amount of Article 56 Carryover Water as of January 1 that will be available for transfers or exchanges during that year. The State's determination shall be consistent with subdivisions (c)(1) and (c)(2) of this Article.



The State shall timely process requests for transfers or exchanges of Article 56 Carryover Water by participating contractors. After execution of the transfer or exchange agreement between the State and the contractors participating in the transfer or exchange, the State shall recalculate each contractor's storage amounts for the contractors participating in the transfer or exchange. The State's recalculation shall result in an increase by an amount of water within the storage amounts for the contractor receiving the water and a decrease by the same amount of water for the contractor transferring or exchanging water. The State's recalculation shall be based on the criteria set forth in the State's transfer or exchange agreement with the participating contractors. The State's calculations shall also apply when a contractor uses Article 56 Carryover Water to complete an exchange.

Transfers and exchanges of Article 56 Carryover Water shall meet all of the following criteria:

- (i) Transfers or exchanges of Article 56 Carryover Water are limited to a single-year. Project Water returned as part of an exchange under subdivision (c)(4) may be returned over multiple years.
- (ii) The Agency may transfer or exchange an amount up to fifty percent (50%) of its Article 56 Carryover Water to another contractor for use in that contractor's service area.
- (iii) Subject to approval of the State, the Agency may transfer or exchange an amount greater than 50% of its Article 56 Carryover Water to another contractor for use in that contractor's service area. The Agency seeking to transfer or exchange greater than 50% of its Article 56 Carryover Water shall submit a written request to the State for approval. The Agency making such a request shall demonstrate to the State how it will continue to meet its critical water needs in the current year of the transfer or exchange and in the following year.

- (iv) The contractor receiving the water transferred or exchanged under subdivisions (4)(i) or (ii) above shall confirm in writing to the State its need for the water that year and shall take delivery of the water transferred or exchanged in the same year.
  - (v) Subject to the approval of the State, the Agency may seek an exception to the requirements of subdivisions (4)(i), (ii), and (iii) above. The Agency seeking an exception shall submit a written request to the State demonstrating to the State the need for 1) using project surface conservation facilities as the transfer or exchange point for Article 56 Carryover Water if the receiving contractor cannot take delivery of the transfer or exchange water in that same year, 2) using project surface conservation facilities for the transfer or exchange of one contractor's Article 56 Carryover Water to another contractor to reduce the risk of the water being displaced, or 3) for some other need.
- (5) The restrictions on storage of Project Water outside the Agency's service area provided for in this subdivision (c), shall not apply to storage in any project off-stream storage facilities constructed south of the Delta after the date of the Monterey Amendment.
- (6) For any Project Water stored outside its service area pursuant to subdivisions (b) and (c), the Agency shall pay the State the same (including adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as the Agency pays for the transportation of Annual Table A Amount to the reach of the project transportation facility from which the water is delivered to storage. If Table A Amount is stored, the Delta Water Charge shall be charged only in the year of delivery to interim storage. For any stored water returned to a project transportation facility for final delivery to its service area, the Agency shall pay the State the same for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water calculated from the point of

return to the aqueduct to the turn-out in the Agency's service area. In addition, the Agency shall pay all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State, which shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if such water were scheduled for or delivered to the Agency's service area instead of to interim storage outside the service area. Only those contractors not participating in the repayment of a reach shall be required to pay a use of facilities charge for use of a reach for the delivery of water to, or return of water from, interim storage.

- (7) If the Agency elects to store Project Water in a nonproject facility within the service area of another contractor it shall execute a contract with that other contractor prior to storing such water which shall be in conformity with this Article and will include at least provisions concerning the point of delivery and the time and method for transporting such water.

**(d) Non-Permanent Water Transfers of Project Water**

Notwithstanding the provisions of Article 15(a), the State hereby consents to the Agency transferring Project Water outside its service area in accordance with the following:

- (1) The participating contractors shall determine the duration and compensation for all water transfers, including single-year transfers, Transfer Packages and multi-year transfers.
- (2) The duration of a multi-year transfer shall be determined by the participating contractors to the transfer, but the term of the transfer agreement shall not extend beyond the term of the Contract with the earliest term.
- (3) A Transfer Package shall be comprised of two or more water transfer agreements between the same contractors. The State shall consider each proposed water transfer within the package at the same time and shall apply the transfer criteria pursuant to Article 57 in the review and approval of each transfer. The State shall not consider a Transfer Package as an exchange.

**(e) Continuance of Article 12(e) Carry-over Provisions**

The provisions of this Article are in addition to the provisions of Article 12(e), and nothing in this Article shall be construed to modify or amend the provisions of Article 12(e). Any contractor electing to transfer or exchange Project Water during any year in accordance with the provisions of subdivision (c) of this Article, shall not be precluded from using the provisions of Article 12(e) for carrying over water from the last three months of that year into the first three months of the succeeding year.

**(f) Bona Fide Exchanges Permitted**

Notwithstanding the provisions of Article 15(a), the State hereby consents to the Agency exchanging Project Water outside its service area consistent with this Article. Nothing in this Article shall prevent the Agency from entering into bona fide exchanges of Project Water for use outside the Agency's service area with other parties for Project Water or Nonproject Water if the State consents to the use of the Project Water outside the Agency's service area. Also, nothing in this Article shall prevent the Agency from continuing those exchange or sale arrangements entered into prior to September 1, 1995. Nothing in this Article shall prevent the Agency from continuing those exchange or sale arrangements entered into prior to the effective date of this Amendment which had previously received any required State approvals. The State recognizes that the hydrology in any given year is an important factor in exchanges. A "bona fide exchange" shall mean an exchange of water involving the Agency and another party where the primary consideration for one party furnishing water to another party is the return of a substantially similar amount of water, after giving due consideration to the hydrology, the length of time during which the water will be returned, and reasonable payment for costs incurred. In addition, the State shall consider reasonable deductions based on expected storage or transportation losses that may be made from water delivered. The State may also consider any other nonfinancial conditions of the return. A "bona fide exchange" shall not involve a significant payment unrelated to costs incurred in effectuating the exchange. The State, in consultation with the contractors, shall have authority to determine whether a proposed exchange of water constitutes a "bona fide exchange" within the meaning of this paragraph and not a disguised sale.

**Exchanges of Project Water**

Exchanges of Project Water shall be consistent with Article 57. In addition, the State shall apply the following criteria to its review of each exchange of Project Water as set forth below:

**(1) Exchange Ratio**

Exchange ratio shall mean the amount of water delivered from a contractor's project supply in a year to another contractor compared to the amount of water returned to the first contractor in a subsequent year by the other contractor. All exchanges shall be subject to the applicable exchange ratio in this Article as determined by the allocation of available supply for the Annual Table A Amount at the time the exchange transaction between the contractors is executed.

- (a) For allocations greater than or equal to 50%, the exchange ratio shall be no greater than 2 to 1.
- (b) For allocations greater than 25% and less than 50%, the exchange ratio shall be no greater than 3 to 1.
- (c) For allocations greater than 15% and less than or equal to 25%, the exchange ratio shall be no greater than 4 to 1.
- (d) For allocations less than or equal to 15%, the exchange ratio shall be no greater than 5 to 1.

**(2) Cost Compensation**

The State shall determine the maximum cost compensation calculation using the following formula:

The numerator shall be the exchanging contractor's conservation minimum and capital and transportation minimum and capital charges, including capital surcharges. DWR will set the denominator using the State Water Project allocation which incorporates the May 1 monthly Bulletin 120 runoff forecast.

If the Agency submits a request for approval of an exchange prior to May 1, the State shall provide timely approval with the obligation of the contractors to meet the requirement of the maximum compensation. If the maximum compensation is exceeded because the agreement between the

contractors is executed prior to the State Water Project allocation as defined in (c)(2) above, the contractors will revisit the agreement between the two contractors and make any necessary adjustments to the compensation. If the contractors make any adjustments to the compensation, they shall notify the State.

**(3) Period During Which the Water May Be Returned:**

The period for the water to be returned shall not be greater than 10 years and shall not go beyond the expiration date of this Contract. If the return of the exchange water cannot be completed within 10 years, the State may approve a request for an extension of time.

**(g) Other Transfers**

Nothing in this Article shall modify or amend the provisions of Articles 15(a), 18(a) or Article 41, except as expressly provided for in subdivisions (c) and (d) of this Article and in subdivision (d) of Article 21.



## **NEW CONTRACT ARTICLES**

### **57. Provisions Applicable to Both Transfers and Exchanges of Project Water**

- (a)** Nothing in this Article modifies or limits Article 18 (a).
- (b)** Transfers and exchanges shall not have the protection of Article 14(b).
- (c)** The Agency may be both a buyer and seller in the same year and enter into multiple transfers and exchanges within the same year.
- (d)** Subject to the State's review and approval, all transfers and exchanges shall satisfy the following criteria:
  - (1)** Transfers and exchanges shall comply with all applicable laws and regulations.
  - (2)** Transfers and exchanges shall not impact the financial integrity of the State Water Project, Transfers and exchange agreements shall include provisions to cover all costs to the State for the movement of water such as power costs and use of facility charge.
  - (3)** Transfers and exchanges shall be transparent, including compliance with subdivisions (g) and (h) of this Article.
  - (4)** Transfers and exchanges shall not harm other contractors not participating in the transfer or exchange.
  - (5)** Transfers and exchanges shall not create significant adverse impacts to the service area of each contractor participating in the transfer or exchange.
  - (6)** Transfers and exchanges shall not adversely impact State Water Project operations.
- (e)** The Agency may petition the State and the State shall have discretion to approve an exception to the criteria set forth in subdivision (d) in the following cases:
  - (1)** When a transfer or an exchange does not meet the criteria, but the Agency has determined that there is a compelling need to proceed with the transfer or exchange.
  - (2)** When the Agency has received water in a transfer or an exchange and cannot take all of the water identified in the transaction in the

same year, the Agency may request to store its water consistent with Article 56(c), including in San Luis Reservoir.

- (f) The State will timely process such requests for scheduling the delivery of the transferred or exchanged water. Contractors participating in a transfer or an exchange shall submit the request in a timely manner.
- (g) The Agency shall, for each transfer or exchange it participates in, confirm to the State in a resolution or other appropriate document approving the transfer or exchange, including use of Article 56(c) stored water, that:
  - (1) The Agency has complied with all applicable laws.
  - (2) The Agency has provided any required notices to public agencies and the public.
  - (3) The Agency has provided the relevant terms to all contractors and to the Water Transfers Committee of the State Water Contractors Association.
  - (4) The Agency is informed and believes that the transfer or exchange will not harm other contractors.
  - (5) The Agency is informed and believes that the transfer or exchange will not adversely impact State Water Project operations.
  - (6) The Agency is informed and believes that the transfer or exchange will not affect its ability to make all payments, including payments when due under its Contract for its share of the financing costs of the State's Central Valley Project Revenue Bonds.
  - (7) The Agency has considered the potential impacts of the transfer or exchange within its service area.

**(h) Dispute Resolution Process Prior to Executing an Agreement**

The State and the contractors shall comply with the following process to resolve disputes if a contractor that is not participating in the transfer or exchange claims that the proposed transfer and/or exchange has a significant adverse impact.

- (1) Any claim to a significant adverse impact may only be made after the Agency has submitted the relevant terms pursuant to Article 57(g)(3) and before the State approves a transfer or an exchange agreement.

- (2) In the event that any dispute cannot be resolved among the contractors, the State will convene a group including the Department's Chief of the State Water Project Analysis Office, the Department's Chief Counsel and the Department's Chief of the Division of Operations or their designees and the contractors involved. The contractor's representatives shall be chosen by each contractor. Any contractor claiming a significant adverse impact must submit written documentation to support this claim and identify a proposed solution. This documentation must be provided 2 weeks in advance of a meeting of the group that includes the representatives identified in this paragraph.
- (3) If this group cannot resolve the dispute, the issue will be taken to the Director of the Department of Water Resources and that decision will be final.

## **WATER MANAGEMENT AMENDMENT IMPLEMENTING AND ADMINISTRATIVE PROVISIONS**

**IT IS FURTHER MUTUALLY AGREED** that the following provisions, which shall not be part of the Water Supply Contract text, shall be a part of this Amendment and be binding on the Parties.

### **1. EFFECTIVE DATE OF WATER MANAGEMENT AMENDMENT**

- (a) The Water Management Amendment shall take effect ("Water Management Amendment effective date") on the last day of the calendar month in which the State and 24 or more contractors have executed the Water Management Amendment, unless a final judgment by a court of competent jurisdiction has been entered that the Water Management Amendment is invalid or unenforceable or a final order has been entered that enjoins the implementation of the Water Management Amendment.
- (b) If any part of the Water Management Amendment of any contractor is determined by a court of competent jurisdiction in a final judgment or order to be invalid or unenforceable, the Water Management Amendments of all contractors shall be of no force and effect unless the State and 24 or more contractors agree any the remaining provisions of the contract may remain in full force and effect.
- (c) If 24 or more contractors have not executed the Water Management Amendment by February 28, 2021 then within 30 days the State, after consultation with the contractors that have executed the amendment, shall make a determination whether to waive the requirement of subdivision (a) of this effective date provision. The State shall promptly notify all contractors of the State's determination. If the State determines, pursuant to this Article to allow the Water Management Amendment to take effect, it shall take effect only as to those consenting contractors.
- (d) If any contractor has not executed the Water Management Amendment within sixty (60) days after its effective date pursuant to subdivisions (a) through (c) of this effective date provision, this Amendment shall not take effect as to such contractor unless the contractor and the State, in its discretion, thereafter execute such contractor's Water Management Amendment, in which case the Water Management Amendment effective date for purposes of that contractor's Amendment shall be as agreed upon by the State and contractor, and shall replace the effective date identified in subdivision (a) for that contractor.

**2. ADMINISTRATION OF CONTRACTS WITHOUT WATER MANAGEMENT AMENDMENT**

The State shall administer the water supply contracts of any contractors that do not execute the Water Management Amendment in a manner that is consistent with the contractual rights of such contractors. These contractors' rights are not anticipated to be affected adversely or benefited by the Water Management Amendments.

**3. OTHER CONTRACT PROVISIONS**

Except as amended by this Amendment, all provisions of the contract shall be and remain the same and in full force and effect, provided, however, that any reference to the definition of a term in Article 1, shall be deemed to be a reference to the definition of that term, notwithstanding that the definition has been re-lettered within Article 1. In preparing a consolidated contract, the parties agree to update all such references to reflect the definitions' lettering within Article 1.

**4. DocuSign**

The Parties agree to accept electronic signatures generated using DocuSign as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

Approved as to Legal Form  
and Sufficiency:

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

\_\_\_\_\_  
Chief Counsel  
Department of Water Resources

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

Approved as to Form:

PLUMAS COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

\_\_\_\_\_  
General Counsel  
Plumas County Flood Control and Water  
Conservation District

\_\_\_\_\_  
*Chair, Board of Supervisors*

\_\_\_\_\_  
Date

Approved as to form:



6/3/2021

\_\_\_\_\_  
Gretchen Stuhr  
Plumas County Counsel





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

**4A**

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

June 7, 2021

## INTEROFFICE MEMORANDUM

**TO:** Honorable Board of Supervisors, County of Plumas

**FROM:** Gretchen Stuhr, *County Counsel*

**SUBJECT:** Approval of Public Defender Contracts

### Summary:

The County Counsel's Office has been given the task of renewing the three-year contracts for public defender services with attorneys Bill Abramson, Craig Osborne and Jacob Zamora.

At this time, the three attorneys are requesting an increase of approximately 5%, with an ongoing yearly increase of 1.5%.

### Background:

In May 2009, Plumas County entered into individual three-year contracts with four attorneys to provide public defender services. Each attorney was responsible for approximately one-quarter of the case load, for a monthly payment of \$6,556.14. Prior to the end of the contract, one of the attorneys passed away, and the contract was amended in late 2011 or early 2012 into a three-attorney panel, with each attorney covering approximately one third of the case load. The compensation for the fourth attorney was split between the three attorneys and Plumas County, with each attorney receiving an additional \$1,700 per month, for a total to each attorney of \$8,256.14 per month, and the County retaining \$1,456.14 per month to cover conflict of interest expenses.

Under the contracts for public defender services, the attorneys are responsible for all of their own overhead expenses and arranging coverage for unavailability. The County pays for investigators, expert witnesses, laboratory services and Court reporters.

On May 17, 2012, the Board approved extensions of the contracts to May 31, 2015, with no change in compensation. In 2015, the Board approved extensions of the contracts to May 31, 2018, with no change in compensation.

In May 2018, the Board approved an increase equal to the county's monthly share from the 2011/2012 amendment, or \$1,456.14, split evenly between the three attorneys (approximately \$485.38 per attorney per month). This equaled an increase of approximately 5.9%, and returned the cost of the contracts to the 2009 level. This contract expired on May 31, 2021.

**Proposal:**

The compensation for each of the three public defenders be increased from \$8,741.53 per month to \$9,178.61 per month, an increase of approximately 5%, with an annual increase of 1.5% each year thereafter. For fiscal year 2022/2023 the monthly compensation will be approximately \$9,316.29, and for fiscal year 2023-2024 the monthly compensation will be approximately \$9,456.03.

**Financial Impact:**

The total increase to the Public Defender Budget will be approximately \$62,148.24 over the course of three years.

1. For Fiscal Year 2021/2022 – this contract will increase the cost to the Public Defender Budget by approximately \$15,734.88.
2. For Fiscal Year 2022/2023 – this contract will increase the cost to the Public Defender by approximately \$20,691.36
3. For Fiscal Year 2023/2024 – this contract will increase the cost to the Public Defender Budget by approximately \$25,722

**Action:**

1. That the Board of Supervisors retroactively approve the proposed Plumas County Public Defender Contracts for a period of three (3) years (June 1, 2021, through May 31, 2024), for attorney services rendered under court appointment for each of the three contract public defender attorneys: William Abramson, Craig Osborne and Jacob Zamora; or
2. Give other direction to staff.

END OF MEMORANDUM

**PLUMAS COUNTY**  
**PUBLIC DEFENDER CONTRACT**  
For Attorney's Services Rendered  
Under Court Appointment

WHEREAS, Craig Osborne (hereafter "Attorney") and Plumas County (hereafter "County") seek to enter this contract; and,

WHEREAS, on June \_\_\_\_, 2021, the Plumas County Board of Supervisors considered and approved the terms and conditions that follow,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Qualifications:** Attorney is qualified to practice law in California and to perform this contract. Nothing in this contract shall be construed to modify the Attorney's obligation to obey the Rules of Professional Conduct of the State Bar of California. County is authorized to enter this contract under Penal Code §987.2(b).

2. **Term of Contract:** This contract shall commence with an effective date of June 1, 2021 and end on May 31, 2024, unless terminated earlier in accordance with paragraph 13 below. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Attorney from June 1, 2021 to date of approval of this contract by the Board of Supervisors.

3. **Attorney's Services:** Attorney's services shall be limited annually to approximately one-third (1/3<sup>rd</sup>) of the total appointments made by the County's courts and, more specifically, to one-third (1/3<sup>rd</sup>) of each type of case as described more fully in paragraph 4 below. The Attorney acknowledges that one-third (1/3<sup>rd</sup>) is an approximation, and agrees not to refuse appointments on the ground of disproportionately, prior to conferring in good faith with the County's representative or Superior Court Judges

Attorney shall accept all assignments by the Court, where no conflict exists, for those matters enumerated in Government Code Section 27706 or as required by the laws of the United States and the State of California, except that Attorney is not obligated to represent defendants as excluded below:

(1) conservatorship cases; (2) state appellate court cases after filing of the notice of appeal and motion to appoint counsel per Penal Code Section 1240.1 [both misdemeanor and felony appeals are excluded]; (3) Family Support OSC Re: Contempt cases; (4) cases in which a violation of Penal Code Section 187 is charged; (5) Welfare and Institutions Code Section 300 cases; and (6) court scheduled probation status reviews and no more than two (2) pro per habeas corpus petitions per fiscal year.

4. **Appointment Process:** In order to ensure that the Attorney receives the correct one-third (1/3<sup>rd</sup>) proportion of cases annually, and to provide for alternative arrangements

when the Attorney is unavailable, the following process shall be used:

(a) Monthly Reports on Appointments: By the fifteenth (15<sup>th</sup>) day of each month (e.g., January 15, February 15, etc.), the Attorney shall make a written report to the County Counsel, or such other County office designated as County's representative by the Board of Supervisors, identifying each court appointment for the prior month. Each appointment shall be categorized under one of four separate categories as follows: Felonies, Misdemeanors, Juvenile, Other. For each appointment there shall be stated the date of appointment, the case number, court, and the code section describing the charge or proceeding. If the Attorney does not timely make such written report, the County may withhold sums due to the Attorney until the Attorney delivers the late written report to the County.

(b) Monthly Report Summaries: The County shall summarize the Attorney's monthly reports showing the total number of appointments in each of the four categories, and that number as a percentage of all appointments made to County's contract public defenders. This summary shall be forwarded promptly to the County's judges.

(c) Attorney Availability: The scheduling of court appointments shall be arranged between the Attorney and the Superior Court Judges according to the following criteria:

(1) The Attorney shall be available to receive court appointments. Recognizing that vacations, illness, or private law practice may cause unavailability from time to time, Attorney shall provide adequate prior notification of the Attorney's unavailability to the court, to the extent possible. Attorney shall arrange for a substitute attorney acceptable to the court to handle Attorney's calendar during the period of Attorney's unavailability. If a substitute for Attorney has been approved in advance by the court, then the substitute may be appointed in lieu of the Attorney, and this shall not be deemed a prohibited assignment of the contract. Attorney shall be responsible for any fees and expenses incurred by such substitute attorney, and Attorney is encouraged to negotiate in advance with such substitute attorney regarding these fees and expenses. Should Attorney not arrange for a substitute attorney during a period of unavailability, Attorney shall still be responsible for any fees and expenses incurred by an attorney or attorneys appointed by the court in Attorney's place.

(2) The Attorney shall coordinate with the County's other contract public defenders to ensure that at least one is present in court on law and motion days. If coordination cannot be arranged by and between the attorneys, the judge shall have the right under this contract to demand that the Attorney be present for a particular law and motion day.

(d) Court Use of Monthly Reports: In appointing defense counsel under this contract, the County's judges will use the County's monthly report summaries to permit each contract public defender the opportunity to attain his or her target percentage of service; provided, however, that the judges may also consider a variety of other factors

such as: conflicts of interest; past representation of the same client; and the availability of other contract public defenders.

(e) Default: In the event that the Attorney declines appointment or is unavailable for appointment without justification under this contract, and a substitute attorney is not provided at Attorney's cost pursuant to subparagraph (c)(1) above, then the court shall notify County of the Attorney's default in performance. The County may declare the default to be a material breach of this contract, and good cause for contract termination.

5. **Cases Pending on Commencement of Contract**: Public defender cases to which the Attorney was appointed by County's courts prior to June 1, 2018, shall continue to be handled by the Attorney and shall be included in the services for which compensation is made under this contract.

6. **Compensation**: The Attorney shall be compensated monthly on the first day of each month following the month when services are rendered, based on a rate of \$9,178.61 per month as the total compensation due Attorney under the contract. Compensation shall increase 1.5% each year thereafter. Except as set forth below, this monthly compensation is the total compensation due Attorney under the contract.

(a) Long Trials: For any trial exceeding five days, the Attorney shall be paid at the rate of \$57.50 per hour for all work after the fifth day.

(b) Complex Pretrial Preparation: For cases involving extraordinarily complex pretrial preparation, in excess of 20 hours, the Attorney may be entitled to additional compensation at the rate of \$57.50 per hour upon approval by the court. The Attorney shall be responsible for making and preserving records justifying the amount of additional compensation.

(c) Cases Transferred to Plumas County: The Attorney shall not be required to accept appointment to cases which have been transferred by another jurisdiction for trial in Plumas County, but the Attorney may accept such cases and be paid by the transferring court by agreement pursuant to Penal Code §987.2.

7. **Expenses of County**: The County shall pay for all services of a court reporter when such services are required by law. Subject to court approval, the County shall also pay all witness fees, including expert witnesses, laboratory services and forensic services. The costs of investigative personnel in non-routine cases, where there is prior court authorization, shall be paid by the County. Appointment of counsel other than the Attorney shall be an expense of the County when:

(a) The court finds that a case is so complex that it requires legal specialization that the Attorney does not possess.

(b) The court finds a conflict of interest in appointing the Attorney

(c) The court transfers venue outside of the County.

(d) The court substitutes another attorney to resolve a scheduling conflict in or between the courts.

8. **Private Practice:** The Attorney shall be permitted to engage in private practice to the extent that there is not substantial interference with performance of this contract. The Attorney shall be prohibited from privately representing any person who has previously appeared unrepresented in court on the same matter, who requested a court-appointed attorney and the Attorney declined to be appointed to the case.

9. **Client Reimbursement of County:** In relation to proceedings by the courts to obligate clients of court-appointed attorneys to reimburse some or all of the County's costs for provision of legal service, the Attorney shall:

(a) Comply with California Government Code section 27707; and,

(d) Advise the Court, in general, about how to raise the level of client reimbursements for public defender services.

10. **Independent Contractor:** The Attorney's relationship to the County is one of independent contractor and not employment. Attorney represents and warrants that Attorney is engaged in a profession described by California Labor Code section 2783 as a lawyer holding an active license from the State of California. Attorney represents and warrants that Attorney maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Attorney shall have the right to set his/her/its own hours and location of work, consistent with the nature of the services provided under this Agreement. Attorney shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in this contract without restriction by County. County is interested only in the results to be achieved from Attorney's performance of the services. Attorney shall provide his/her/its own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Attorney shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out as available to perform the same type of work. County shall have no authority, control, or liability regarding Attorney's performance or activities, before or after each instance, that Attorney may perform under this Agreement. Attorney will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Attorney of any representation, warrant or agreement made by Attorney hereunder or arising out of Attorney's services.

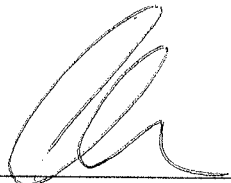
11. **Insurance:** The Attorney shall be responsible at all times, during the term of this contract, for having professional malpractice insurance in an amount of at least \$100,000 per claim and \$300,000 for all claims made on an annual basis. If County requires higher coverage, County shall reimburse the Attorney for the additional cost. If legal developments in California reduce immunity from malpractice, and malpractice insurance costs for criminal work increase

substantially, the Attorney may notify the CAO to open the contract to discuss an increase in compensation only to cover those cost increases.

**12. Termination of Contract:** Upon termination of this contract, the Attorney shall request the court to be relieved of pending cases except those set for trial. If the court denies a request, the Attorney shall be entitled to reasonable compensation for his or her services. In that case, as determined by the court.

Either party may terminate this contract before its stated expiration after first serving on the other party notice of intent to terminate, at least sixty days prior to the date the termination will take effect; provided, that the County shall terminate only for good cause and shall offer an opportunity for a hearing on that issue before the Board of Supervisors or a Board-assigned hearing officer whose determination shall be final. Provided, however, that County shall terminate this contract if it is determined by the Superior Court that Attorney is not properly performing Attorney's duties hereunder, and County may terminate this contract immediately should the Plumas County Board of Supervisors fail to appropriate sufficient funds for this contract.

ATTORNEY



Craig Osborne, Esq.

Dated: 5/28/21

COUNTY OF PLUMAS

\_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Heidi Putnam, Clerk of the Board



The Plumas County Superior Court has determined that the attorney listed above possesses the requisite ability to represent adequately indigent persons in the above-described matters before the Court. The Court has further determined that the compensation provided for herein constitutes reasonable compensation for assigned counsel in the above-described indigent cases. The judicial act of assigning counsel with knowledge of this contract shall constitute judicial approval and ratification of such reasonable compensation under the circumstances.

---

PLUMAS COUNTY SUPERIOR COURT  
By Hon. Janet Hilde, Presiding Judge

Dated: \_\_\_\_\_

**PLUMAS COUNTY**  
**PUBLIC DEFENDER CONTRACT**  
For Attorney's Services Rendered  
Under Court Appointment

WHEREAS, Bill Abramson (hereafter "Attorney") and Plumas County (hereafter "County") seek to enter this contract; and,

WHEREAS, on June \_\_\_\_, 2021, the Plumas County Board of Supervisors considered and approved the terms and conditions that follow,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Qualifications:** Attorney is qualified to practice law in California and to perform this contract. Nothing in this contract shall be construed to modify the Attorney's obligation to obey the Rules of Professional Conduct of the State Bar of California. County is authorized to enter this contract under Penal Code §987.2(b).

2. **Term of Contract:** This contract shall commence with an effective date of June 1, 2021 and end on May 31, 2024, unless terminated earlier in accordance with paragraph 13 below. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Attorney from June 1, 2021 to date of approval of this contract by the Board of Supervisors.

3. **Attorney's Services:** Attorney's services shall be limited annually to approximately one-third (1/3<sup>rd</sup>) of the total appointments made by the County's courts and, more specifically, to one-third (1/3<sup>rd</sup>) of each type of case as described more fully in paragraph 4 below. The Attorney acknowledges that one-third (1/3<sup>rd</sup>) is an approximation, and agrees not to refuse appointments on the ground of disproportionately, prior to conferring in good faith with the County's representative or Superior Court Judges

Attorney shall accept all assignments by the Court, where no conflict exists, for those matters enumerated in Government Code Section 27706 or as required by the laws of the United States and the State of California, except that Attorney is not obligated to represent defendants as excluded below:

(1) conservatorship cases; (2) state appellate court cases after filing of the notice of appeal and motion to appoint counsel per Penal Code Section 1240.1 [both misdemeanor and felony appeals are excluded]; (3) Family Support OSC Re: Contempt cases; (4) cases in which a violation of Penal Code Section 187 is charged; (5) Welfare and Institutions Code Section 300 cases; and (6) court scheduled probation status reviews and no more than two (2) pro per habeas corpus petitions per fiscal year.

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(b) Monthly Report Summaries: The County shall summarize the Attorney's monthly reports showing the total number of appointments in each of the four categories, and that number as a percentage of all appointments made to County's contract public defenders. This summary shall be forwarded promptly to the County's judges.

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(1) The Attorney shall be available to receive court appointments. Recognizing that vacations, illness, or private law practice may cause unavailability from time to time, Attorney shall provide adequate prior notification of the Attorney's unavailability to the court, to the extent possible. Attorney shall arrange for a substitute attorney acceptable to the court to handle Attorney's calendar during the period of Attorney's unavailability. If a substitute for Attorney has been approved in advance by the court, then the substitute may be appointed in lieu of the Attorney, and this shall not be deemed a prohibited assignment of the contract. Attorney shall be responsible for any fees and expenses incurred by such substitute attorney, and Attorney is encouraged to negotiate in advance with such substitute attorney regarding these fees and expenses. Should Attorney not arrange for a substitute attorney during a period of unavailability, Attorney shall still be responsible for any fees and expenses incurred by an attorney or attorneys appointed by the court in Attorney's place.

(2) The Attorney shall coordinate with the County's other contract public defenders to ensure that at least one is present in court on law and motion days. If coordination cannot be arranged by and between the attorneys, the judge shall have the right under this contract to demand that the Attorney be present for a particular law and motion day.

(d) Court Use of Monthly Reports: In appointing defense counsel under this contract, the County's judges will use the County's monthly report summaries to permit each contract public defender the opportunity to attain his or her target percentage of service; provided, however, that the judges may also consider a variety of other factors

such as: conflicts of interest; past representation of the same client; and the availability of other contract public defenders.

(e) Default: In the event that the Attorney declines appointment or is unavailable for appointment without justification under this contract, and a substitute attorney is not provided at Attorney's cost pursuant to subparagraph (c)(1) above, then the court shall notify County of the Attorney's default in performance. The County may declare the default to be a material breach of this contract, and good cause for contract termination.

5. **Cases Pending on Commencement of Contract**: Public defender cases to which the Attorney was appointed by County's courts prior to June 1, 2018, shall continue to be handled by the Attorney and shall be included in the services for which compensation is made under this contract.

6. **Compensation**: The Attorney shall be compensated monthly on the first day of each month following the month when services are rendered, based on a rate of \$9,178.61 per month as the total compensation due Attorney under the contract. Compensation shall increase 1.5% each year thereafter. Except as set forth below, this monthly compensation is the total compensation due Attorney under the contract.

(a) Long Trials: For any trial exceeding five days, the Attorney shall be paid at the rate of \$57.50 per hour for all work after the fifth day.

(b) Complex Pretrial Preparation: For cases involving extraordinarily complex pretrial preparation, in excess of 20 hours, the Attorney may be entitled to additional compensation at the rate of \$57.50 per hour upon approval by the court. The Attorney shall be responsible for making and preserving records justifying the amount of additional compensation.

(c) Cases Transferred to Plumas County: The Attorney shall not be required to accept appointment to cases which have been transferred by another jurisdiction for trial in Plumas County, but the Attorney may accept such cases and be paid by the transferring court by agreement pursuant to Penal Code §987.2.

7. **Expenses of County**: The County shall pay for all services of a court reporter when such services are required by law. Subject to court approval, the County shall also pay all witness fees, including expert witnesses, laboratory services and forensic services. The costs of investigative personnel in non-routine cases, where there is prior court authorization, shall be paid by the County. Appointment of counsel other than the Attorney shall be an expense of the County when:

(a) The court finds that a case is so complex that it requires legal specialization that the Attorney does not possess.

(b) The court finds a conflict of interest in appointing the Attorney

(c) The court transfers venue outside of the County.

(d) The court substitutes another attorney to resolve a scheduling conflict in or between the courts.

8. **Private Practice:** The Attorney shall be permitted to engage in private practice to the extent that there is not substantial interference with performance of this contract. The Attorney shall be prohibited from privately representing any person who has previously appeared unrepresented in court on the same matter, who requested a court-appointed attorney and the Attorney declined to be appointed to the case.

9. **Client Reimbursement of County:** In relation to proceedings by the courts to obligate clients of court-appointed attorneys to reimburse some or all of the County's costs for provision of legal service, the Attorney shall:

(a) Comply with California Government Code section 27707; and,

(d) Advise the Court, in general, about how to raise the level of client reimbursements for public defender services.

10. **Independent Contractor:** The Attorney's relationship to the County is one of independent contractor and not employment. Attorney represents and warrants that Attorney is engaged in a profession described by California Labor Code section 2783 as a lawyer holding an active license from the State of California. Attorney represents and warrants that Attorney maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Attorney shall have the right to set his/her/its own hours and location of work, consistent with the nature of the services provided under this Agreement. Attorney shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in this contract without restriction by County. County is interested only in the results to be achieved from Attorney's performance of the services. Attorney shall provide his/her/its own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Attorney shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out as available to perform the same type of work. County shall have no authority, control, or liability regarding Attorney's performance or activities, before or after each instance, that Attorney may perform under this Agreement. Attorney will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Attorney of any representation, warrant or agreement made by Attorney hereunder or arising out of Attorney's services.

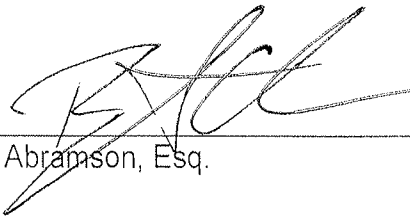
11. **Insurance:** The Attorney shall be responsible at all times, during the term of this contract, for having professional malpractice insurance in an amount of at least \$100,000 per claim and \$300,000 for all claims made on an annual basis. If County requires higher coverage, County shall reimburse the Attorney for the additional cost. If legal developments in California reduce immunity from malpractice, and malpractice insurance costs for criminal work increase

substantially, the Attorney may notify the CAO to open the contract to discuss an increase in compensation only to cover those cost increases.

**12. Termination of Contract:** Upon termination of this contract, the Attorney shall request the court to be relieved of pending cases except those set for trial. If the court denies a request, the Attorney shall be entitled to reasonable compensation for his or her services. In that case, as determined by the court.

Either party may terminate this contract before its stated expiration after first serving on the other party notice of intent to terminate, at least sixty days prior to the date the termination will take effect; provided, that the County shall terminate only for good cause and shall offer an opportunity for a hearing on that issue before the Board of Supervisors or a Board-assigned hearing officer whose determination shall be final. Provided, however, that County shall terminate this contract if it is determined by the Superior Court that Attorney is not properly performing Attorney's duties hereunder, and County may terminate this contract immediately should the Plumas County Board of Supervisors fail to appropriate sufficient funds for this contract.

ATTORNEY

  
\_\_\_\_\_  
Bill Abramson, Esq.

Dated: 6-2-21

COUNTY OF PLUMAS

\_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Heidi Putnam, Clerk of the Board

The Plumas County Superior Court has determined that the attorney listed above possesses the requisite ability to represent adequately indigent persons in the above-described matters before the Court. The Court has further determined that the compensation provided for herein constitutes reasonable compensation for assigned counsel in the above-described indigent cases. The judicial act of assigning counsel with knowledge of this contract shall constitute judicial approval and ratification of such reasonable compensation under the circumstances.

\_\_\_\_\_  
PLUMAS COUNTY SUPERIOR COURT  
By Hon. Janet Hilde, Presiding Judge

Dated: \_\_\_\_\_



**PLUMAS COUNTY**  
**PUBLIC DEFENDER CONTRACT**  
For Attorney's Services Rendered  
Under Court Appointment

WHEREAS, Sierra Law Center, a California Corporation (hereafter "Attorney") and Plumas County (hereafter "County") seek to enter this contract; and,

WHEREAS, on June \_\_\_\_, 2021, the Plumas County Board of Supervisors considered and approved the terms and conditions that follow,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Qualifications:** Attorney is qualified to practice law in California and to perform this contract. Nothing in this contract shall be construed to modify the Attorney's obligation to obey the Rules of Professional Conduct of the State Bar of California. County is authorized to enter this contract under Penal Code §987.2(b).

2. **Term of Contract:** This contract shall commence with an effective date of June 1, 2021 and end on May 31, 2024, unless terminated earlier in accordance with paragraph 13 below. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Attorney from June 1, 2021 to date of approval of this contract by the Board of Supervisors.

3. **Attorney's Services:** Attorney's services shall be limited annually to approximately one-third (1/3<sup>rd</sup>) of the total appointments made by the County's courts and, more specifically, to one-third (1/3<sup>rd</sup>) of each type of case as described more fully in paragraph 4 below. The Attorney acknowledges that one-third (1/3<sup>rd</sup>) is an approximation, and agrees not to refuse appointments on the ground of disproportionately, prior to conferring in good faith with the County's representative or Superior Court Judges

Attorney shall accept all assignments by the Court, where no conflict exists, for those matters enumerated in Government Code Section 27706 or as required by the laws of the United States and the State of California, except that Attorney is not obligated to represent defendants as excluded below:

(1) conservatorship cases; (2) state appellate court cases after filing of the notice of appeal and motion to appoint counsel per Penal Code Section 1240.1 [both misdemeanor and felony appeals are excluded]; (3) Family Support OSC Re: Contempt cases; (4) cases in which a violation of Penal Code Section 187 is charged; (5) Welfare and Institutions Code Section 300 cases; and (6) court scheduled probation status reviews and no more than two (2) pro per habeas corpus petitions per fiscal year.

4. **Appointment Process:** In order to ensure that the Attorney receives the correct one-third (1/3<sup>rd</sup>) proportion of cases annually, and to provide for alternative arrangements

when the Attorney is unavailable, the following process shall be used:

(a) Monthly Reports on Appointments: By the fifteenth (15<sup>th</sup>) day of each month (e.g., January 15, February 15, etc.), the Attorney shall make a written report to the County Counsel, or such other County office designated as County's representative by the Board of Supervisors, identifying each court appointment for the prior month. Each appointment shall be categorized under one of four separate categories as follows: Felonies, Misdemeanors, Juvenile, Other. For each appointment there shall be stated the date of appointment, the case number, court, and the code section describing the charge or proceeding. If the Attorney does not timely make such written report, the County may withhold sums due to the Attorney until the Attorney delivers the late written report to the County.

(b) Monthly Report Summaries: The County shall summarize the Attorney's monthly reports showing the total number of appointments in each of the four categories, and that number as a percentage of all appointments made to County's contract public defenders. This summary shall be forwarded promptly to the County's judges.

(c) Attorney Availability: The scheduling of court appointments shall be arranged between the Attorney and the Superior Court Judges according to the following criteria:

(1) The Attorney shall be available to receive court appointments. Recognizing that vacations, illness, or private law practice may cause unavailability from time to time, Attorney shall provide adequate prior notification of the Attorney's unavailability to the court, to the extent possible. Attorney shall arrange for a substitute attorney acceptable to the court to handle Attorney's calendar during the period of Attorney's unavailability. If a substitute for Attorney has been approved in advance by the court, then the substitute may be appointed in lieu of the Attorney, and this shall not be deemed a prohibited assignment of the contract. Attorney shall be responsible for any fees and expenses incurred by such substitute attorney, and Attorney is encouraged to negotiate in advance with such substitute attorney regarding these fees and expenses. Should Attorney not arrange for a substitute attorney during a period of unavailability, Attorney shall still be responsible for any fees and expenses incurred by an attorney or attorneys appointed by the court in Attorney's place.

(2) The Attorney shall coordinate with the County's other contract public defenders to ensure that at least one is present in court on law and motion days. If coordination cannot be arranged by and between the attorneys, the judge shall have the right under this contract to demand that the Attorney be present for a particular law and motion day.

(d) Court Use of Monthly Reports: In appointing defense counsel under this contract, the County's judges will use the County's monthly report summaries to permit each contract public defender the opportunity to attain his or her target percentage of service; provided, however, that the judges may also consider a variety of other factors

such as: conflicts of interest; past representation of the same client; and the availability of other contract public defenders.

(e) Default: In the event that the Attorney declines appointment or is unavailable for appointment without justification under this contract, and a substitute attorney is not provided at Attorney's cost pursuant to subparagraph (c)(1) above, then the court shall notify County of the Attorney's default in performance. The County may declare the default to be a material breach of this contract, and good cause for contract termination.

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(b) Advise the Court, in general, about how to raise the level of client reimbursements for public defender services.

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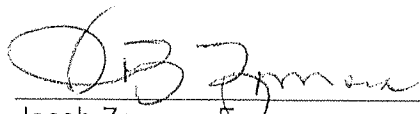
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Either party may terminate this contract before its stated expiration after first serving on the other party notice of intent to terminate, at least sixty days prior to the date the termination will take effect; provided, that the County shall terminate only for good cause and shall offer an opportunity for a hearing on that issue before the Board of Supervisors or a Board-assigned hearing officer whose determination shall be final. Provided, however, that County shall terminate this contract if it is determined by the Superior Court that Attorney is not properly performing Attorney's duties hereunder, and County may terminate this contract immediately should the Plumas County Board of Supervisors fail to appropriate sufficient funds for this contract.

ATTORNEY

  
\_\_\_\_\_  
Jacob Zamora, Esq.

Dated: 6-7-21

COUNTY OF PLUMAS

\_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Heidi Putnam, Clerk of the Board

The Plumas County Superior Court has determined that the attorney listed above possesses the requisite ability to represent adequately indigent persons in the above-described matters before the Court. The Court has further determined that the compensation provided for herein constitutes reasonable compensation for assigned counsel in the above-described indigent cases. The judicial act of assigning counsel with knowledge of this contract shall constitute judicial approval and ratification of such reasonable compensation under the circumstances.

---

PLUMAS COUNTY SUPERIOR COURT  
By Hon. Janet Hilde, Presiding Judge

Dated: \_\_\_\_\_



4B1

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

Kevin Correia  
Director

Board Meeting: June 8, 2021

To: The Honorable Board of Supervisors

From: Kevin Correia, Director

Subject: Approve and Authorize Board Chair to Sign Rogers Field Airport Employment Agreement between the County and Kurt Montandon "Contract Employee" to be the New Rogers Field Airport Manager, Chester Ca.

---

### Background

This Month we have lost our Airport Manager at Rogers Field in Chester and have hired one of his temporary workers to take his place. Kurt Montandon has been helping Kiwani for the last three years. The Airport Manager works as a Contract Employee

### Recommendation

Approve and Authorize board Chairman to sign Rogers Field Airport Employment Agreement between the County and Kurt Montandon "contract Employee" to act as Rogers Field Airport Manager, Chester Ca.



QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR  
FISCAL YEAR 2020/2021

1. Is this a legitimate business, statutory, or financial justification to fill the position?  
*Yes.*
2. Why is it critical that this position be filled at this time?  
*Important to have a manager.*
3. How long has this position been vacant?  
*transition was overlapping*
4. Can the department use other wages until the next budget cycle?  
*No need*
5. What are staffing levels at other counties for similar departments and/or positions?  
*Unknown*
6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>?  
*Already filled*
7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1<sup>st</sup>? *possible loss of revenue*

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

*Unknown*

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?  
*No*
9. Does the budget reduction plan anticipate the elimination of any of the requested positions?  
*No*

Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

*No impact*

10. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?  
*No*



4132

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

Kevin Correia  
Director

Board Meeting: June 8, 2021

To: The Honorable Board of Supervisors

From: Kevin Correia, Director

Subject: Approve and Authorize Chester Airport Manager to recruit and fill one or two Part Time Temporary airport helpers to help during fire season to facilitate refueling operations.

---

### Background

Chester airport pumped about 65,000 gallons of fuel just for fire season last season and we have one guy to do it which is an impossible task so for the last several years we have been hiring one or two Part Time Temporary people to ease the work load that is put on our manager.

### Recommendation

Approve and Authorize Chester Airport Manager to recruit and fill for one or two Part Time Temporary employees to assist with airport maintenance, refueling, Etc.....

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR  
FISCAL YEAR 2020/2021

1. Is this a legitimate business, statutory, or financial justification to fill the position?  
*Yes.*
2. Why is it critical that this position be filled at this time?  
*Important to have a manager.*
3. How long has this position been vacant?  
*transition was overlapping*
4. Can the department use other wages until the next budget cycle?  
*No need*
5. What are staffing levels at other counties for similar departments and/or positions?  
*Unknown*
6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>?  
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7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1<sup>st</sup>? *possible loss of revenue*

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

*Unknown*

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

Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

*No impact*

10. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?  
*No*

# PLUMAS COUNTY LIBRARY

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

4C



*Lindsay Fuchs  
County Librarian*

DATE: June 2, 2021  
TO: Honorable Board of Supervisors  
FROM: Lindsay Fuchs, Plumas County Librarian  
RE: Authorize the Literacy Department and HR to recruit and fill the vacant Extra Help – Literacy Program Assistant position.

## **Recommendation:**

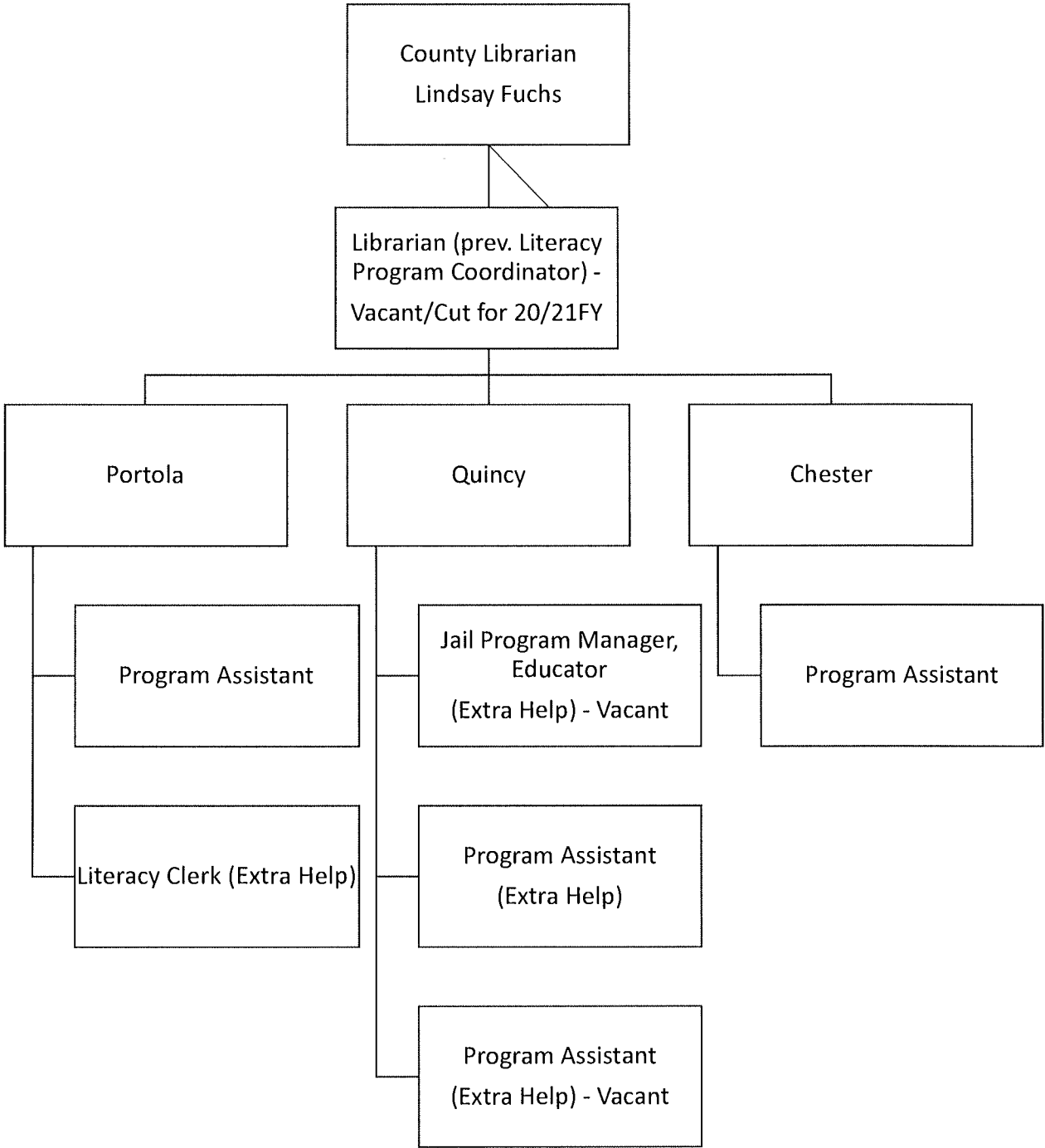
Authorize the Literacy Department and HR to recruit and fill the vacant Extra Help – Literacy Program Assistant position.

## **Background:**

Plumas County Literacy Second Chance is a program designed to provide education services to adults incarcerated in Plumas County's jail. This includes both MRT (Moral Recognition Therapy) sessions such as parenting, How to Escape Your Prison, and Anger Management, and general literacy skills including basic computer instruction, career exploration and job readiness, ABE and GED. Funding for this comes from the Community Corrections Partnership with the goal to provide access to an array of educational and support services to inmates within the corrections center, and to increase the number of inmates who are prepared for reentry release. The MRT program's educator has resigned her position with Plumas County Literacy, and therefore we need to recruit and hire a new person to fulfill her role in teaching the MRT sessions. This position is crucial to continue the Second Chance program, which in turn provides needed service to the community and extra funding opportunities for the Literacy Department.

Other Wages to fulfill this Extra Help position have already been set aside by the approved CCP grant and marked in the Literacy budget for 20/21FY. It is planned to be in the budget for the 21/22FY too.

Organizational Chart for Plumas County Literacy



QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR  
FISCAL YEAR 2020/2021

1. Is this a legitimate business, statutory, or financial justification to fill the position?

*Yes, the position was funded for the 20/21FY budget and is paid for with the CCP grant (already approved for 20/21FY.) This position is crucial to continue the Plumas County Literacy Second Chance program, specifically the MRT (Moral Recognition Therapy) sessions, which provide needed service to the community and extra funding opportunities for the Literacy Department.*

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

*This position is vital to the operation of the Second Chance program, which has already been on hold for several months due to COVID-19 social distancing requirements.*

3. How long has this position been vacant?

*The current staff member for this position resigned effective June 11 2021.*

4. Can the department use other wages until the next budget cycle?

*This position is Extra Help and will be using other wages; this position is paid for with the CCP grant.*

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

*Other counties who run similar programs through the Literacy and/or Library systems have similar positions.*

6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>?

*The Second Chance program has been given permission from the jail to be able to resume with new policies in place to deal with COVID19 social distancing restrictions, but cannot to the same level of service until this position is filled.*

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1<sup>st</sup>?

*The program and its participants are included in the reports we send to the CA State Library, which in turn decides on the grant funding distribution using a formula that includes student totals. The decrease of class sessions and therefore students (and staff hours) affects funding in future fiscal years.*

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

N/A

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No.

9. Does the budget reduction plan anticipate the elimination of any of the requested positions?

*The position is dependent on CCP grant funding, which may be decreased in future years. This position is Extra Help and is at-will. This is a General Fund dept.*

10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

*N/A; the position is dependent on CCP grant funding.*

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

*No, the department is funded by the General Fund and grants.*





4DI

## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors  
**FROM:** Tracey Ferguson, AICP, Planning Director *T.F.*  
**MEETING DATE:** June 15, 2021  
**SUBJECT:** California Fire Safe Council County Wildfire Coordinators Grant Opportunity; discussion and possible action

### **RECOMMENDATION**

1. Discuss County's interest and provide direction to staff

### **BACKGROUND:**

The California Fire Safe Council, in partnership with the Rural County Representatives of California (RCRC) and the California State Association of Counties (CSAC), and funded by a CAL FIRE grant, is reaching out to determine counties' interest in receiving a one-time 18-month approximately \$175,000 grant to assist with county wildfire mitigation outreach and coordination (e.g., salary and support cost). This new grant opportunity is to develop, coordinate, and plan for countywide wildfire mitigation assistance as a pilot program initiative for rural counties with high fire danger (Attachment 1).

Counties with (1) a higher number of disadvantaged communities along with (2) Very High Fire Hazard Severity Zones and (3) frequent, damaging fires will receive first priority.

The grant is lightly scoped to provide the following deliverables to the California Fire Safe Council and CAL FIRE:

- Coordinate among the various groups within the county that participate in wildfire mitigation and develop a census of those groups, contact points, collaboration efforts, and projects.
- Develop tools to assist counties in outreach and coordination efforts such as group formation, funding plans, governance structures, and state/regional/local planning efforts.
- Provide comprehensive Final Report summarizing the County Wildfire Outreach and Coordination Plans, key issues, success outcomes and gaps, and recommendations.

### **DISCUSSION:**

At this time, the California Fire Safe Council is asking interested counties to respond and include a point of contact for the Plumas County Board of Supervisors and the County's designated fire safety organization (i.e., Plumas County Fire Safe Council).

The California Fire Safe Council, in collaboration with CSAC and RCRC, anticipates holding a workshop for interested counties in mid-June 2021.

The Plumas County Fire Safe Council, as the primary County coordinator for Fire Safe, has communicated interest in cooperating with the County as a partner to facilitate projects under this wildfire mitigation assistance grant effort and would participate in the California Fire Safe Council grant workshop to learn more.

### **ATTACHMENT:**

1. County Wildfire Coordinators Grant Letter dated May 17, 2021 from California Fire Safe Council, Executive Director, Hedi Jalon



## CALIFORNIA FIRE SAFE COUNCIL

Date: May 17<sup>th</sup>, 2021

To: Chair, County Board of Supervisors

From: Executive Director Hedi Jalon  
CA Fire Safe Council

Subj: County Wildfire Coordinators Grant

The CA Fire Safe Council, in partnership with CSAC and RCRC, and funded by a CAL FIRE grant, is writing to determine your interest in receiving a one-time 18-month grant to assist with county wildfire mitigation outreach and coordination. In support of several statewide initiatives, including the California Forest and Wildfire Resilience Action Plan, the Regional Forest and Fire Capacity Programs, and the Governor's Early Action Priorities for Wildfire, we are able to provide this grant under a specific \$6M statewide appropriation to develop, coordinate, and plan for countywide wildfire mitigation assistance as a pilot program initiative.

Counties with a higher number of disadvantaged communities along with Very High Fire Hazard Severity Zones and frequent, damaging fires will receive first priority; however all counties are being solicited for interest at this time. The funds are not sufficient to extend to all counties but we will not know the final tally until all interested counties have responded. We anticipate an ability to award approximately \$175,000 to cover an 18-month salary and support cost.

The CA Fire Safe Council's existing Regional Coordinators will work with your County Coordinator to assist their efforts, provide guidance, and help connect them with a variety of current and to-be-developed resources. The grant is lightly scoped to provide the following deliverables to the CA Fire Safe Council and CAL FIRE:

1. Coordinate among the various groups within the county that participate in wildfire mitigation and develop a census of those groups, contact points, collaboration efforts, and projects.
2. Develop tools to assist counties in outreach and coordination efforts such as group formation, funding plans, governance structures, and state/regional/local planning efforts.
3. Provide comprehensive Final Report summarizing the County Wildfire Outreach and Coordination Plans, key issues, success outcomes and gaps, and recommendations.

We anticipate that there will be plenty of additional time available to the County Coordinator to conduct local outreach, write grants, conduct administrative work, attend meetings, coordinate volunteers, or otherwise support your current efforts as needed for your county. We also recognize that there are differing models for building wildfire prevention, preparedness, outreach, and resiliency programs – for example, if you do not have a countywide Fire Safe Council, you may choose to develop one or work with other organizations that focus on community wildfire hardening and resiliency strategies.

May 17, 2021



## CALIFORNIA FIRE SAFE COUNCIL

We also can direct these funds at your request to any non-profit or other public agency within your county at your request. Whatever agency receives the funds will be required to be a sub-award applicant and will have to provide the records for grant expenditures and salary payment. We do not anticipate an onerous degree of record-keeping, but there will be some and there will be deliverables and quarterly progress reports along with workshop attendance occasionally and check-ins.

It is possible that these funds will be supplemented and more counties will be able to participate and/or that these funds will be funded for a longer period of time than the initial 18-month pilot. We cannot guarantee that at this time but we are advocating for that consideration at the state level.

We anticipate holding a County Supervisor workshop for interested counties in mid-June in concert with CSAC and RCRC. Please respond to this letter through your organizational affiliations via email at:

RCRC - Staci Heaton at [sheaton@rcrcnet.org](mailto:sheaton@rcrcnet.org)

CSAC - Catharine Freeman at [cfreeman@counties.org](mailto:cfreeman@counties.org)

CFSC - Amber Gardner at [agardner@cafiresafecouncil.org](mailto:agardner@cafiresafecouncil.org)

Please include the point of contact for the Board of Supervisors and your designated fire safety organization should you wish us to contact them directly with this invitation.

A handwritten signature in black ink, appearing to read "Hedi Jalon".

Hedi Jalon  
Executive Director  
CA Fire Safe Council

Cc: Co-Chairs CFSC Bob Roper and Kate Dargan  
CFSC Board Members  
RCRC/Staci Heaton  
CSAC/Catherine Freeman  
RFFC/Ke'alli Bright  
CAL FIRE/Steve Hawks  
Forest and Wildfire Task Force/Patrick Wright

May 17, 2021





4DZ

## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors  
**FROM:** Tracey Ferguson, AICP, Planning Director *T.F.*  
**MEETING DATE:** June 15, 2021  
**SUBJECT:** Plumas County Local Hazard Mitigation Plan 2020 Update Resolution to Adopt; discussion and possible action; approved as to form by County Counsel

### **STAFF RECOMMENDATION:**

1. Approve and authorize Chair to sign Resolution Adopting the Plumas County Local Hazard Mitigation Plan 2020 Update (Enclosure 1)

### **BACKGROUND:**

At the December 2, 2019 Plumas County Board of Supervisors meeting, the Board accepted the Federal Emergency Management Agency (FEMA)/California Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program (HMGP) Planning Grant award and approved and authorized the professional services agreement with Foster Morrison Consulting to assist the County with the 2020 Local Hazard Mitigation Plan Update (2020 LHMP Update). The HMGP Planning Grant completion date is September 20, 2021.

The Plumas County 2020 LHMP Update is single jurisdiction plan that geographically covers the unincorporated area of Plumas County or what the LHMP calls the "Plumas County Planning Area." The City of Portola is covered under its own LHMP.

The purpose of hazard mitigation is to reduce or eliminate long-term risk to people and property from hazards. Plumas County prepared the 2020 LHMP Update to the FEMA-approved 2014 Plumas County LHMP in order to make the County and its residents less vulnerable to future hazard events. The Update demonstrates the County's commitment to reducing risks from hazards and serves as a tool to help decision makers direct mitigation activities and resources.

The LHMP Update was developed over a 10-month period (January 2020 – October 2020), and among other things, will ensure Plumas' continued eligibility for certain federal disaster assistance including the FEMA HMGP, Pre-Disaster Mitigation Program (PDM), and the Flood Mitigation Assistance Program (FMA).

### **CAL OES REVIEW:**

The 2020 LHMP Update (October 2020) was sent to Cal OES for review and comment on October 30, 2020.

On November 16, 2020, Cal OES provided the County with a response via the LHMP Review Tool. Cal OES was complementary of the LHMP content and found the 2020 LHMP Update to have met all the requirements of the regulations. No substantive comments were received by Cal OES.

Cal OES then sent the County's 2020 LHMP Update to FEMA for formal review.

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF PLUMAS  
ADOPTING  
THE PLUMAS COUNTY LOCAL HAZARD MITIGATION PLAN 2020 UPDATE**

**WHEREAS**, Plumas County recognizes the threat that natural hazards pose to people and property within our community; and

**WHEREAS**, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**WHEREAS**, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards; and

**WHEREAS**, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

**WHEREAS**, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (“FEMA”) pre- and post-disaster mitigation grant programs; and

**WHEREAS**, Plumas County fully participated in the FEMA-prescribed mitigation planning process to prepare the Plumas County Local Hazard Mitigation Plan; and

**WHEREAS**, the California Office of Emergency Services (“Cal OES”) and FEMA Region IX officials have reviewed the Plumas County Local Hazard Mitigation Plan and approved it contingent upon this official adoption of the participating governing body; and

**WHEREAS**, Plumas County desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Plumas County Local Hazard Mitigation Plan; and

**WHEREAS**, adoption by the governing body for Plumas County demonstrates the jurisdiction’s commitment to fulfilling the mitigation goals and objectives outlined in the Plumas County Local Hazard Mitigation Plan 2020 Update; and

**WHEREAS**, adoption of this plan by the governing body legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

PLUMAS COUNTY BOARD OF SUPERVISORS RESOLUTION  
ADOPTING PLUMAS COUNTY LOCAL HAZARD MITIGATION PLAN 2020 UPDATE

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of Plumas County adopts the Plumas County Local Hazard Mitigation Plan 2020 Update as an official plan; and

**BE IT RESOLVED**, that the Plumas County Board of Supervisors adopts the Plumas County Local Hazard Mitigation Plan 2020 Update by reference into the General Plan Public Health & Safety Element in accordance with the requirements of Assembly Bill 2140 (“AB 2140”); and

**BE IT FURTHER RESOLVED**, Plumas County will submit this adoption resolution to the Cal OES and FEMA Region IX officials to enable the plan’s final approval in accordance with the requirements of the Disaster Mitigation Act and to establish conformance with the requirements of AB 2140.

**ADOPTED JUNE 15, 2021**, by the Board of Supervisors of the County of Plumas  
by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

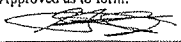
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**Jeff Engel**  
Chair, Board of Supervisors

**ATTEST:**

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**Heidi Putnam**  
Clerk of said Board of Supervisors

Approved as to form:  
  
Gretchen Stulir  
Plumas County Counsel

### **FEMA REGION IX REVIEW:**

On January 6, 2021, FEMA determined the LHMP (October 2020) to be in compliance with the regulatory requirements, and as such, the County received the official "APA" letter or "Approved Pending Adoption" (Enclosure 2). No substantive comments were received by FEMA.

### **FEMA REGION IX FINAL APPROVAL:**

Formal adoption documentation (i.e., Board of Supervisors Resolution) must be submitted to FEMA Region IX for final FEMA approval.

### **AB 2140 COMPLIANCE:**

In parallel, Planning staff is addressing AB 2140 requirements. Becoming AB 2140 compliant qualifies the County for additional state funding up to 100% for Public Assistance projects that are funded through the California Disaster Assistance Act (CDAA). State funding is usually capped at 75%. Becoming AB 2140 compliant makes Plumas County eligible to receive up to 100% state funding for the local cost share.

- Submit proof of LHMP adoption to Cal OES' Local Hazard Mitigation Planning Division.
- Adopt the 2020 FEMA-approved LHMP Update by reference into the Plumas County 2035 General Plan Public Health & Safety Element.
- Update the Plumas County 2035 General Plan Public Health & Safety Element with language referencing the 2020 LHMP Update.
- Provide a web-link on the Planning Department's General Plan webpage to the County OES webpage where the 2020 LHMP Update can be found.

### **PLAN IMPLEMENTATION:**

The Plumas County OES Emergency Services Coordinator, County Administrator, and Director of Planning, are responsible for implementing the 2020 LHMP over the next five years (2021-2025), including initiating reviews and consulting with stakeholders.

In order to monitor progress and update the mitigation strategies identified in the LHMP action plan, at a minimum, Plumas County will revisit this Plan annually and following a hazard event.

The Hazard Mitigation Planning Committee (HMPC) will also meet annually to review progress on LHMP implementation and will provide annual evaluation reports.

### **ENCLOSURES:**

1. Resolution Adopting the Plumas County Local Hazard Mitigation Plan 2020 Update
2. FEMA Region IX APA (Approved Pending Adoption) Letter dated January 6, 2021

To view the entire 765-page October 2020 adopting version of the Plumas County Local Hazard Mitigation Plan Update, please visit the Plumas County Planning & Building Services Department at 555 Main Street, Quincy or the County's OES webpage at:

<https://www.plumascounty.us/2218/Documents>



U.S. Department of Homeland Security  
FEMA Region IX  
1111 Broadway, Suite 1200  
Oakland, CA 94607-4052



**FEMA**

January 6, 2021

Tracey Ferguson  
Planning Director  
Plumas County Planning Department  
555 Main Street  
Quincy, CA 95971

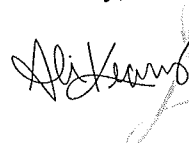
Dear Ms. Ferguson:

We have completed our review of the *Plumas County LHMP Update* and have determined that this plan is eligible for final approval pending its adoption by Plumas County.

Formal adoption documentation must be submitted to FEMA Region IX within one calendar year of the date of this letter, or the entire plan must be updated and resubmitted for review. We will approve the plan upon receipt of the documentation of formal adoption.

If you have any questions regarding the planning or review processes, please contact the FEMA Region IX Hazard Mitigation Planning Team at [fema-r9-mitigation-planning@fema.dhs.gov](mailto:fema-r9-mitigation-planning@fema.dhs.gov).

Sincerely,

 Digitally signed by  
ALISON KEARNS  
Date: 2021.01.07  
10:49:46 -08'00'

Alison Kearns  
Risk Analysis Branch Chief  
Mitigation Division  
FEMA Region IX

Enclosure

cc:

Victoria LaMar-Haas, Hazard Mitigation Planning Chief, California Governor's Office of  
Emergency Services  
Jennifer Hogan, State Hazard Mitigation Officer, California Governor's Office of  
Emergency Services



4D3

## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors  
**FROM:** Tracey Ferguson, AICP, Planning Director *T.F.*  
**MEETING DATE:** June 15, 2021  
**SUBJECT:** Plumas County COVID-19 Emergency Homelessness Funding Sub-Recipient PCIRC

### **RECOMMENDATION:**

1. Approve and authorize Chair to sign Resolution, authorizing Plumas County to pass through \$10,000 COVID-19 Emergency Homelessness Funding from the California Business, Consumer Services, and Housing Agency, Homeless Coordinating and Financing Council to Plumas Crisis Intervention & Resource Center (PCIRC); approved as to form by County Counsel

### **BACKGROUND:**

In response to the COVID-19 pandemic and to protect the health and safety of people experiencing homelessness in California, Governor Gavin Newsom signed Senate Bill 89 on March 17, 2020 allocating funding for cities and counties across California to help protect this vulnerable population.

On March 23, 2020 Plumas County received a grant award announcement in the amount of \$10,000 from the California Business, Consumer Services, and Housing Agency, Homeless Coordinating and Financing Council for COVID-19 Emergency Homelessness Funding (Attachment 1). This award is intended for investments into COVID-19 prevention and containment efforts for non-congregate sheltering, among other objectives. Non-congregate sheltering will allow for proper social distancing and isolation to reduce the spread of COVID-19 within the homeless population.

Plumas signed a Standard Agreement (20-HCFC-00092) (Agreement) with the California Business, Consumer Services, and Housing Agency on March 26, 2020 and the Agreement was subsequently executed by the State on April 6, 2020 to encumber the funding with the County. Jurisdictions may use the COVID-19 Emergency Homelessness Funding for expenditures as of March 18, 2020, with funds encumbered by June 30, 2020, and fully expended by June 30, 2022.

### **DISCUSSION:**

Plumas Crisis Intervention & Resource Center (PCIRC) serves as the point of Coordinated Entry for those experiencing homelessness in Plumas County and has provided county-wide homeless services for over 36 years through the agency's main office located in Quincy. Plumas named PCIRC as the County's sub-recipient of the \$10,000 COVID-19 Emergency Homelessness Funding with a Letter of Intent dated June 25, 2020 (Attachment 2) to encumber said funding to PCIRC.

PCIRC has provided Plumas with motel voucher receipts totaling \$10,000 for thirteen (13) Plumas County homeless individuals sheltered between May 22, 2020 and June 18, 2020 in accordance with the requirements of the COVID-19 Emergency Homelessness Funding Agreement.

The Resolution of the Board of Supervisors is approved as to form by County Counsel and authorizes the pass through payment of the \$10,000 COVID-19 Emergency Homelessness Funding to PCIRC (Attachment 3).

### **ATTACHMENT:**

1. COVID-19 Emergency Homelessness Funding \$10,000 Award Letter dated March 23, 2020 from the California Homeless Coordinating and Financing Council, Business, Consumer Services, and Housing Agency
2. Letter of Intent by and between County of Plumas and Plumas Crisis Intervention & Resource Center to Encumber COVID-19 Emergency Homelessness Funding dated June 25, 2020
3. Resolution of the Board of Supervisors



# CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL

Business, Consumer Services and Housing Agency  
Gavin Newsom, Governor | Lourdes M. Castro Ramírez, Secretary

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March 23, 2020

Tracey Ferguson  
Attn: Tracey Ferguson, Planning Director  
555 Main Street  
Quincy, California 95971

**RE: Award Announcement – COVID-19 Emergency Homelessness Funding  
Agreement #: 20-HCFC-00092**

Dear Tracey Ferguson,

In response to the COVID-19 outbreak and to protect the health and safety of people experiencing homelessness, Governor Gavin Newsom signed SB 89 on March 17 allocating funding to help protect this vulnerable population. We are pleased to announce that County of Plumas has been awarded a grant in the amount of **\$10,000.00**

This funding is immediately available as a result of swift action taken by the California State Legislature in unanimously approving SB 89 to help California fight the COVID-19 pandemic. Additionally, this is described in the March 18, 2020 letter from the Department of Finance to the Joint Legislative Budget Committee, pursuant to the provisions of Section 36.00, Chapter 2, Statutes of 2020, and the augmentation to Budget Act of 2019 Item 0515-101-0001. The purpose of this funding is to protect the health and safety of people experiencing homelessness and reduce the spread of the COVID-19 outbreak.

Specifically, this award is intended for investments into COVID-19 prevention and containment efforts for shelters, including, but not limited to, medically indicated services and supplies, such as testing and handwashing stations, and enhancements to existing shelter facilities. This will allow for proper social distancing and isolation to reduce the spread of COVID-19 among the homeless population. While eligible uses for funding are broad and should be determined based on the need of the jurisdiction, suggested uses include but are not limited to:

- **Emergency Shelter Operations** – furnishings, supplies, and equipment needed to maintain a sanitary shelter environment for clients and staff.
- **Shelter Capacity** – support for increasing shelter capacity and the acquisition of new shelters.
- **Isolation Capacity** – support for the acquisition/lease of hotels, motels, trailers, and other alternative isolation placements.
- **Street Outreach** – supplies and equipment needed to protect staff engaging with unsheltered from COVID-19 and to meet the urgent physical needs of people experiencing homelessness.
- **Transportation** – support for the transportation of those experiencing homelessness to and from shelters and medical care.
- **Staffing** – support for additional staff for infectious disease preparedness and case management for clients.

We also invite you to review guidance documents and the most up-to-date information for homeless assistance providers available on our website at <https://www.bcsb.ca.gov/hcfc/coronavirus19>.

The Standard Agreement along with instructions on how to fill it out are enclosed. Please review and follow the instructions thoroughly. Incorrect information provided may result in a delay of disbursement of funds. County of Plumas will receive its full disbursement of funds after the Standard Agreement is fully executed.

In an effort to ensure that these funds are immediately achieving their intent, we request that every jurisdiction execute and return this Standard Agreement no later than 30-days from receipt of this letter. For further information, please contact Amber Ostrander, HAAP Grant Manager at 916-651-7995 or by email at [amber.ostrander@bcsb.ca.gov](mailto:amber.ostrander@bcsb.ca.gov).

On behalf of Governor Newsom and our entire California State family, we thank you for all you are doing to protect and assist some of the most vulnerable members of our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lourdes', with a long, sweeping horizontal line extending to the right.

Lourdes M. Castro Ramírez, Secretary  
Council Chair



COUNTY of PLUMAS

COUNTY ADMINISTRATOR'S OFFICE  
520 Main Street  
Room 309  
Quincy, CA 95971  
(530) 283-6288  
[www.countyofplumas.com](http://www.countyofplumas.com)

June 25, 2020

SUBJECT: Letter of Intent by and between County of Plumas and Plumas Crisis Intervention & Resource Center to Encumber COVID-19 Emergency Homelessness Funding

In response to the COVID-19 pandemic and to protect the health and safety of people experiencing homelessness in California, Governor Gavin Newsom signed Senate Bill 89 on March 17, 2020 allocating funding for cities and counties across California to help protect this vulnerable population.

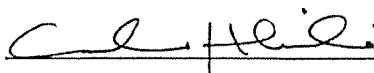
On March 23, 2020 the County of Plumas (County) received a grant award announcement in the amount of \$10,000 from the California Business, Consumer Services, and Housing Agency, Homeless Coordinating and Financing Council for COVID-19 Emergency Homelessness Funding.

This award is intended for investments into COVID-19 prevention and containment efforts for non-congregate sheltering, among other objectives. Non-congregate sheltering will allow for proper social distancing and isolation to reduce the spread of COVID-19 within the homeless population.

The County of Plumas signed a Standard Agreement (20-HCFC-00092) (Agreement) with the California Business, Consumer Services, and Housing Agency on March 26, 2020 and the Agreement was subsequently executed by the State on April 6, 2020 to encumber the funding with the County.

Plumas Crisis Intervention & Resource Center (PCIRC) serves as the point of Coordinated Entry for those experiencing homelessness in Plumas County and has provided homeless services in the County for over 36 years. All county-wide homeless services are provided through the agency's main office located in Quincy.

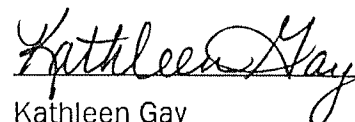
The County of Plumas now names PCIRC as the County's sub-recipient of the \$10,000 COVID-19 Emergency Homelessness Funding, and by and between the County of Plumas and PCIRC, this Letter of Intent serves to hereby encumber said funding to PCIRC. More specifically, the grant eligible activity "isolation capacity" or support for motel vouchers (Non-Congregate Shelter) will be the use of the County's funding through the work of PCIRC.

 6/25/20

Gabriel Hydrick

DATE

Plumas County Administrator

 6/26/20

Kathleen Gay

DATE

PCIRC Board Chair

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
AUTHORIZING PLUMAS COUNTY TO PASS THROUGH  
\$10,000 COVID-19 EMERGENCY HOMELESSNESS FUNDING  
FROM THE CALIFORNIA BUSINESS, CONSUMER SERVICES, AND HOUSING  
AGENCY, HOMELESS COORDINATING AND FINANCING COUNCIL  
TO PLUMAS CRISIS INTERVENTION & RESOURCE CENTER**

**WHEREAS**, in response to the COVID-19 pandemic and to protect the health and safety of people experiencing homelessness in California, Governor Gavin Newsom signed Senate Bill 89 on March 17, 2020 allocating funding for cities and counties across California to help protect this vulnerable population;

**WHEREAS**, on March 23, 2020 the County of Plumas received a grant award announcement in the amount of \$10,000 from the California Business, Consumer Services, and Housing Agency, Homeless Coordinating and Financing Council for COVID-19 Emergency Homelessness Funding;

**WHEREAS**, the grant award is intended for investments into COVID-19 prevention and containment efforts for non-congregate sheltering, among other objectives;

**WHEREAS**, the County of Plumas signed a Standard Agreement (20-HCFC-00092) (Agreement) with the California Business, Consumer Services, and Housing Agency on March 26, 2020 and the Agreement was subsequently executed by the State on April 6, 2020 to encumber the funding with the County;

**WHEREAS**, entities that receive an allocation under the COVID-19 Emergency Homelessness Funding may transfer all or a part of that allocation to an eligible sub-recipient;

**WHEREAS**, Plumas Crisis Intervention & Resource Center (PCIRC) is an eligible sub-recipient, serving as the point of Coordinated Entry for those experiencing homelessness in Plumas County and has provided county-wide homeless services for over 36 years through the agency's main office located in Quincy;

**WHEREAS**, PCIRC provided motel voucher non-congregate sheltering assistance during the COVID-19 pandemic to those in Plumas County experiencing homelessness;

**WHEREAS**, jurisdictions may use the COVID-19 Emergency Homelessness Funding for expenditures as of March 18, 2020, with funds encumbered by June 30, 2020, and fully expended by June 30, 2022;

**WHEREAS**, the County of Plumas named PCIRC as the County's sub-recipient of the \$10,000 COVID-19 Emergency Homelessness Funding with a Letter of Intent dated June 25, 2020 to encumber said funding to PCIRC for the purposes of the grant eligible activity "isolation capacity" or support for motel vouchers (i.e., non-congregate shelter);

**WHEREAS**, specific to PCIRC's sub-recipient status of the COVID-19 Emergency Homelessness Funding, PCIRC has provided the County of Plumas with motel voucher receipts totaling \$10,000 for thirteen (13) Plumas County homeless individuals sheltered between May 22, 2020 and June 18, 2020 in accordance with the requirements of the COVID-19 Emergency Homelessness Funding Agreement; and

**WHEREAS**, the Board of Supervisors desires to transfer all of the COVID-19 Emergency Homelessness Funding to PCIRC.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Plumas hereby:

1. Approves the encumbrance of the \$10,000 COVID-19 Emergency Homelessness Funding to PCIRC for the purposes of the grant eligible activity "isolation capacity" or support for motel vouchers (i.e., non-congregate shelter).
2. Authorizes the pass through payment of the \$10,000 COVID-19 Emergency Homelessness Funding to PCIRC.

**ADOPTED JUNE 15, 2021**, by the Board of Supervisors of the County of Plumas by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

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**Jeff Engel**  
**Chair, Board of Supervisors**

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**Heidi Putnam**  
**Clerk of said Board of Supervisors**





## County of Plumas Department of Probation

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



**Keevin Allred**  
Chief Probation Officer

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

**DATE:** June 3<sup>rd</sup>, 2021

**TO:** The Honorable Board of Supervisors

**FROM:** Keevin Allred, Chief Probation Officer *KA*

**SUBJECT:** Authorize the Probation Department to fill vacant, allocated and funded 1.0 FTE Supervising Probation Officer position.

### **Recommendation:**

Approve the recruitment and filling of the vacant 1.0 FTE Supervising Probation Officer position. This Supervising Probation Officer position is an allocated position which is funded through grant funding and the general fund in the current 2020-2021 Budget year.

### **Background:**

On February 28<sup>th</sup> 2021, Probation's sole Supervising Probation Officer position became vacant due to promotion. This position is essential to the Probation Department. The position is responsible for leading and coordinating efforts for other Deputy Probation Officers and related support staff. They may also perform special staff assignments, provide coverage for the Chief Probation Officer in the Chief's absence, and are expected to perform the full range of professional probation assignments.

Therefore, we respectfully request the approval to recruit and fill the vacant 1.0 FTE Supervising Probation Officer position.

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

- Is there a legitimate business, statutory or financial justification to fill the position?
  - Yes, the Supervising Probation Officer position is a legitimate business need.
- Why is it critical that this position be filled at this time?
  - The primary function of the position is as the lead of both adult and juvenile Deputy Probation Officers and Probation Assistant staff, as well as any other related administrative staff. The position performs case work services for adults and juvenile offenders, lead direction and work coordination for other professional probation and support staff, and related work as required. The vacancy of this position places increased pressure on the Chief Probation Officer and the Deputy Probation Officers to fulfill duties traditionally handled by this role, as well as leaving a void in general leadership management.
- How long has the position been vacant?
  - The Supervising Probation Officer position has been vacant since February 28<sup>th</sup>, 2021.
- Can the department use other wages until the next budget cycle?
  - The Supervising Probation Officer position is largely funded through grant funding, with a portion funded through the general fund.
  - Other wages are used to fund part-time staff members, and are therefore not suitable in recruiting, hiring, and retaining the Supervising Probation Officer position. A permanent staff member in this position is essential.
- 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 office staff in similar roles.
- What core function will be impacted without filling the position prior to July 1?
  - Not having a Supervising Probation Officer places increased burden across all ends of the spectrum, as the Chief is strained to fulfill both sets of duties, the Deputy Probation Officers and Probation Assistants work to

fill any gaps with less frequent direction, and probation leadership loses a fourth voice to help guide decision making.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
  - There would be no negative fiscal impact to the County.
- 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.
- 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. How does the immediate filling of this position impact, positively or negatively, the need for general fund support?
  - The Supervising Probation Officer position in question would be borne partially via the General Fund. The anticipated cost to the general fund for the next two years in wages and benefits would be approximately \$55,216.46, using values provided by HR for Fiscal Year 2021-2022. For reference, the total cost of the position for two years is approximately \$220,865.82, of which 25% is being borne by the General Fund, and the rest by grant funding. Given the vacancy has persisted for some time, immediate filling of the position would still result in some funds saved for FY20-21, versus the position having remained filled throughout the year.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years.
  - The Probation General Fund department (20400) does not carry a reserve amount. Since the position is largely funded by grant funding, in the event that the funding source were to cease, probation would be able to sustain their current positional arrangement for at least one year.

## **SUPERVISING PROBATION OFFICER**

### **DEFINITION**

Under direction, to perform professional case work services for adults and juvenile offenders involving the referral, supervision, and rehabilitation of adults and juveniles and/or their families; to provide lead direction and work coordination for other professional probation and support staff; to perform special staff assignments; and to do related work as required. Supervising P.O. of the Juvenile Division will also be responsible for the oversight of the Probation Assistants.

### **DISTINGUISHING CHARACTERISTICS**

This is the journey and lead supervision level class for the Deputy Probation Officer series. Incumbents are assigned lead and work coordination responsibilities for other Deputy Probation Officers and support staff. They may also perform special staff assignments and provide some coverage for the Chief Probation Officer in the Chief's absence. In addition, they are expected to perform the full range of professional probation assignments.

### **REPORTS TO**

Chief Probation Officer

### **CLASSIFICATIONS SUPERVISED**

Deputy Probation Officer I, Deputy Probation Officer II, Deputy Probation Officer III; Probation Assistants by the Juvenile Division Supervisor.

## **SUPERVISING PROBATION OFFICER - 2**

### **EXAMPLES OF DUTIES**

- Provides lead direction and work coordination for other professional Deputy Probation Officers and support staff.
- Review, correct & approve all court documents from Supervising Division performs administrative support as delegated by the Chief Probation Officer.
- May serve as Chief Probation Officer in the Chief's absence.
- Carries an assigned caseload in the investigation and supervision of adult or juvenile offenders.
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Interviews adult or juveniles, their families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Performs crisis intervention as required.
- Conducts pre-sentence investigations.
- Formulates plans of probation and presents written or oral recommendations to the court.
- Monitors behavior to determine compliance with conditions of probation.
- Prepares Affidavits of Probation violations.
- Records contacts in the field book/case files.
- Investigates and makes recommendations to Superior, and Juvenile Courts.
- Conducts search and seizure of person, property and vehicles.
- Prepares reports regarding adoptions, guardianships, conservatorships, underage marriages, and/or custody "battles" of minors.
- Advise clients of available community resources.
- Cooperates with representatives from social service and law-enforcement agencies in cases of mutual interest.
- May serve as placement officer, by scheduling placement visits and evaluations of psychological reports and making assessments for appropriate placement of minors.
- Compiles assessment and treatment plans on each placement.
- May work with placement agency and conducts follow up on final results.
- Juvenile P.O. shall serve as on-call officer for juvenile problems during non-business hours.
- Adult division P.O. may be asked to fulfill this duty as backup for juvenile division (Juvenile Division Supervising Probation Officer mandatory, Adult Supervising Probation Officer upon request).
- Transports individuals in custody when necessary.
- Composes and dictates petitions, correspondence, and case histories.
- Prepares and maintains court records and reports.
- Cooperates with State and local welfare, mental health, and law enforcement agencies in cases of mutual interest.
- May be assigned to coordinate the Drug Testing Program and supervise Intensive Drug cases.

## **SUPERVISING PROBATION OFFICER – 3**

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; 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 an office environment and in the field; continuous contact with staff and the public.

## **SUPERVISING PROBATION OFFICER - 4**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles of adult and juvenile probation work, including related court procedures.
- Provisions of Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes applicable to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Principles of work coordination and lead direction.
- Proficient writing techniques.

#### **Ability to**

- Provide lead direction and work coordination for other professional Deputy Probation Officers and support staff.
- Perform special administrative assignments as delegated by the Chief Probation Officer.
- Apply the principles of adult and juvenile probation work and related court procedures in a variety of situations.
- Interpret and apply appropriate provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Recognize health and behavior problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds.
- Effectively represent the Probation Department in contacts with the public and other County and law enforcement agencies.
- Exercise sound independent judgment within general policy and guidelines.
- Operate various equipment such as typewriter and computer keyboard.
- Make oral presentations and training before groups.
- Prepare, review, and analyze data.



## **SUPERVISING PROBATION OFFICER - 5**

### **Training and Experience:**

Three (3) years of professional probation work experience comparable to that of a Deputy Probation Officer III with Plumas County. One (1) year in a supervisory position is desirable.

Graduation from college with a Bachelor's Degree in criminology, sociology, psychology, social work or closely related field.

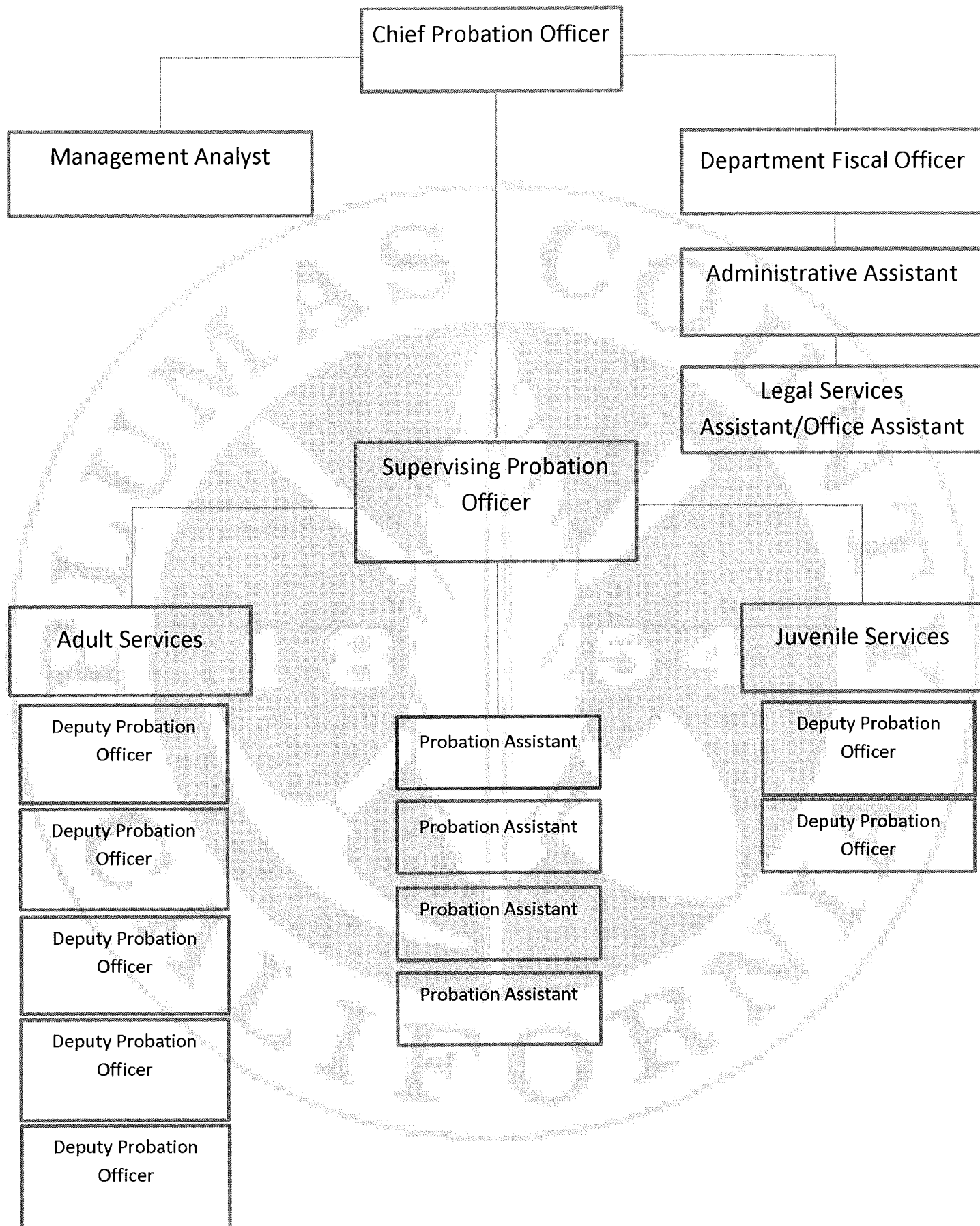
**Special Requirements:** Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

Possession of certification to meet California Penal Code Section 832 requirements regarding arrest, search, and seizure.

Completion of the Basic Probation Course as certified by the Board of Corrections Certificate for Deputy Probation Officer Core Training and evidence of continued compliance with annual training requirements.

Possession of CPR /First Aid Certificate.

Training and background which will meet the requirements of California Government Code Sections 1029 and 1031.



4F



## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323

John Mannle, P.E., Director

Joe Blackwell, Deputy Director

### AGENDA REQUEST

For the June 15, 2021 meeting of the Plumas County Board of Supervisors

June 7, 2021

To: Honorable Board of Supervisors

From: John Mannle – Director of Public Works

A handwritten signature in blue ink, appearing to read "John Mannle".

Subject: Authorize Budget Transfer of \$20,000 from Land Acquisition (54850), a fixed asset account, to Other Wages (account 51020), within the Road Fund budget.  
Discussion and possible action. **(Four/Fifths Vote)**

### Background:

The former Director hired an extra help employee for FY 20/21 with the original intent to assign the employee to the Engineering Department. COVID-19 protocols limited the former Director's schedule to provide direction and training to the extra help employee. In July 2020, former Director requested that Assistant Director find an assignment for this employee and provide supervision. The Assistant Director assigned the Engineering Technician (Extra help) to task of updating the Department of Public Works ADA Transition Plan for Public Right-of-way. The Project listings in the document had not been updated in ten years. The task is funded under Board of Supervisors' approved RMRA plan for FY 20/21 adopted on June 15, 2020. That agenda request stated that the budget for the update of the project listings and cost estimates to be \$78,606.

To date, the technician has completed all field measurements, photographs and cost estimates for sidewalks in County and State right-of-ways in Chester, Greenville and Quincy. Currently, the technician is formatting the report to produce a draft document for internal review. After Department review and approval, the draft will be submitted to Caltrans for review. The updated plan will identify which ADA improvements are State responsibility. The original document assigned all ADA upgrades in the State right-of-way to the County's responsibility incorrectly.

As of April 30, 2021, the update of the ADA Transition plan had cost \$32,867. The project is estimated to be completed at a final cost of about \$50,000. The extra-help technician works 3 days per week and reports directly to the current Director. The hiring of the Extra Help employee was not anticipated when the Other Wages line item budget was created for FY 20/21 as the former Director anticipated them working under the Engineering Department budget. As a result, the budgeted amount (\$75,000) for Other Wages in the Road Department budget was exceeded in early May. The Director requests that \$20,000 be

transferred from line item Land Acquisition (54850). The Land Acquisition Item was originally set and budgeted for acquiring property to replace Road Department property taken for the new jail project. The Board decided in summer 2020 to forego any land acquisition in this matter. Therefore, the \$350,000 budgeted under 54850 is unnecessary in FY 20/21.

**Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department of Public Works to transfer \$20,000 from the Land Acquisition (54850), a fixed asset account, to Other Wages (account 51020), within the Road Fund budget.

Attachment: Completed Budget Transfer form signed by the Director of Public Works and the County Auditor.

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

TRANSFER NUMBER  
(Auditor's Use Only)

Department: Raod Dept. No: 20521 Date 6/7/2021

The reason for this request is (check one):

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

**Approval Required**

Board  
Board  
Board  
Auditor  
Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0002	20521	54850	Land Acquisition	20,000.00
Total (must equal transfer to total)				20,000.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0002	20521	51020	Other Wages	20,000.00
Total (must equal transfer to total)				20,000.00

Supplemental budget requests require Auditor/Controller's signature

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



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

A) Received a request for transfer from Auditor's office. \_\_\_\_\_

B) The intended purchase for Land Acquisition did not occur. Extra funds. \_\_\_\_\_

C) Need to pay employees for their time. \_\_\_\_\_

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

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

*John Munk* Director

☒ Approved/ Recommended

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

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

*John Munk*

6/7/21

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

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

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

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

Initials \_\_\_\_\_

### INSTRUCTIONS:

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

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

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

TRANSFER NUMBER  
(Auditor's Use Only)

Department: Raod Dept. No: 20521 Date 6/7/2021

The reason for this request is (check one):

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

**Approval Required**

Board  
Board  
Board  
Auditor  
Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0002	20521	54850	Land Acquisition	20,000.00
Total (must equal transfer to total)				20,000.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0002	20521	51020	Other Wages	20,000.00
Total (must equal transfer to total)				20,000.00

Supplemental budget requests require Auditor/Controller's signature

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

Road



G3



## COUNTY ADMINISTRATOR

Gabriel Hydrick

### AGENDA REQUEST AND STAFF REPORT

For the June 15, 2021 meeting of the Plumas County Board of Supervisors

**Subject:** RFP Results- Award Franchise Fee Audit and Consulting services

**To:** Honorable Board of Supervisors

**From:** Gabriel Hydrick, County Administrator

**Date:** 6/1/2021

#### **Background/Introduction:**

On May 4, 2021, the Board authorized staff to release a RFP for Franchise Fee Audit and Consulting services. The intent is to help the County achieve and ensure widespread compliance on companies that have franchise agreements with the County such as solid waste haulers. Additionally, the intent is to identify and leverage revenue opportunities within the wireless and digital infrastructure industries (cable, antenna and cellular companies), including use of County right-of-ways by all utility providers including, but not limited to communications, cable, video, electric and gas utilities.

Staff released the RFP on May 5, 2021 and received three (3) successful responses by May 28, 2021.

#### **Finding Analysis:**

Evaluations of the three respondents was challenging as any of them are qualified to perform these needed auditing services. However, working through the evaluation criteria and considering cost to the County and a best fit for the County, **staff recommends** awarding solid waste hauler audit services to Michael Balliet Consulting and communications/wireless audit services to Cohen Law Group.

Staff used a forced ranking for each of the **RFP evaluation criteria**. Each respondent has their strong and weak points, but for hauler auditing services staff finds that Michael Balliet Consulting consistently ranked the highest among the different criteria. **Costs for proposed services** from each respondent are as follows:

- **Avenu-** California entity, 40% of audit finding fees and \$125/hour for consulting. Travel not included
- **Cohen Law Group-** Pennsylvania entity, Flat fee of \$6,900 per cable provider, does not include the comparison review of the homes passed list, which is to be done by County staff. Also does not include extraordinary services requested outside the scope of services contained in the RFP for which a fee of \$300/hour would apply, \$150/hour for travel
- **Michael Billet Consulting** California entity, offered a total cost of \$29,375, task 2 (\$15,075) is dedicated to the audit of franchise haulers and to be covered by audit findings collected by the County. Should zero funds be collected, the County will not be responsible

to compensate for task 3, the total out-of-pocket expense is no more than \$14,300. Contingent fees paid to the consultant as additional compensation for putting task 2 fees under a performance-based structure, would be 10% of any audit findings collected above \$30,000

**Of interest to note**, two of the three respondents focused on haulers while one focused on cable infrastructure. Not one respondent mentioned their ability to perform audits on all of these services. For this reason, staff recommends awarding hauler and hauler-like audit services to Michael Balliet Consulting and wireless and digital infrastructure and similar audit services to Cohen Law Group.

**Recommended Actions:**

Staff respectfully requests the Board to:

- Award communications/wireless communications and similar auditing services to Cohen Law Group, a niche they specialize in.
- Award hauler and hauler-like auditing services to Michael Balliet Consulting, a niche they specialize in.
- Staff to bring back finalized contracts to the Board for review and approval.

Or

- Provide different with direction to staff

**Fiscal Impact:**

Intended result of the RFP is to improve and increase GF revenue. Of course, these services come at a cost, some of which may be covered by audit findings and collections as mentioned above. Costs not covered by audit findings will be covered by Gen Admin, Prof Services line item, which has sufficient funding.

**Attachments:**

None. Documents available in the office of the County Administrator for review upon request.