



## **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 JULY 13, 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)

### **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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

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

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

Approve and authorize the Chair to sign one year addendum to agreement between Plumas County and Smith & Newell CPA's, for auditing services of fiscal records for fiscal year ending June 30, 2021; not to exceed \$62,970.00; approved as to form by County Counsel [View Item](#)

#### **B. BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Indian Valley Chambers of Commerce for the Annual Gold Digger Parade, July 17, 2021 and the Annual Veterans Day Parade November 11, 2021) [View Item](#)

#### **C. COUNTY COUNSEL**

- 1) Approve and authorize the Chair to sign agreement between Plumas County and Bob McIlroy, Attorney at Law, for representation of conservatees in Public Guardian / Conservator cases; compensation at \$1,150.00 monthly, effective from July 1, 2021 through June 30, 2022; approved as to form by County Counsel [View Item](#)
- 2) Authorize the County Counsel to Assign the Paralegal/Office Manager/Small Claims Advisor (Paralegal III classification, Confidential Unit) to Work a Flex Work Schedule [View Item](#)

#### **D. PUBLIC WORKS**

Approve and authorize the Chair to sign Contract Amendment No. 7 between Plumas and MGE Engineering Inc., for "On Call" Civil Engineering services for transportation improvement projects; not to exceed \$86,598.91; approved as to form by County Counsel [View Item](#)

#### **E. SHERIFF**

Approve and authorize the Chair to sign annual amendment to the Cooperative Law Enforcement Agreement between Plumas County and the U.S. Department of Agriculture, Forest Service; \$16,000.00 in reimbursement to the Sheriff's Department for services provided; approved as to form by County Counsel [View Item](#)

### **3) DEPARTMENTAL MATTERS**

#### **A. ELECTIONS – Marcy DeMartille**

Adopt **RESOLUTION** authorizing Plumas County Clerk to conduct a special tax election for the Long Valley Community Service District, consolidated with the Uniform District Election November 2, 2021; DISCUSSION AND POSSIBLE ACTION **Four/ fifths roll call vote** [View Item](#)

B. **PROBATION** – Keevin Allred

Continued from meeting held on 07/06/2021 -Adopt **RESOLUTION** for Juvenile Coordinating Council, which restates new and revised council representatives in accordance with Welfare Institutions Code Section 749.22; discussion and possible action [View Item](#)

C. **PUBLIC WORKS** – John Mannie

- 1) Authorize Public Works/Road Department to recruit and fill, funded and allocated, 1.0 FTE Maintenance Worker for the Chester Maintenance District; Discussion and possible action [View Item](#)
- 2) Authorize Public Works/Road Department to recruit and fill, funded and allocated, 1.0 FTE Maintenance Worker for the Quincy Maintenance District; Discussion and possible action [View Item](#)
- 3) Update for Spanish Ranch Road Project; request the Board to approve and authorize the Director of Public Works to sign Contract Change order No. 5 (CCO #5); not to exceed \$29,226.28; approved as to form by County Counsel; discussion and possible action [View Item](#)
- 4) Authorize no contact payment to The Door Company for \$3,372.00, for urgent repair services completed in October 2020; discussion and possible action [View Item](#)

D. **PUBLIC WORKS SOLID WASTE DIVISION** – John Mannie

1:00 P.M. **PUBLIC HEARING**: To receive a report and recommendation from Public Works Solid Waste Division pertaining to the mandatory use of waste-wheelers" as it pertains to Solid Waste franchise contractors residential customers; consideration of proposed amendment to County Code Section 6-10.108; discussion and possible action **Roll call vote** [View Item](#)

E. **SHERIFF** – Todd Johns

- 1) Authorize the Sheriff to continue to obtain surplus property from the Department of Defense (D.O.D.)(excess personal property) program; discussion and possible action [View Item](#)
- 2) Authorize no contact payment to Downtown Barber Shop for \$667.00, for inmate haircuts in the months of April and May 2021, prior to executed contract; discussion and possible action [View Item](#)

4) **BOARD OF SUPERVISORS**

- A. 10:00 A.M. **PUBLIC HEARING**: Pursuant to Ordinance No. 16-1100 regarding "Outdoor Festivals" consider application received for outdoor music festival(s) events to be held in Belden Town, CA:
  - **Soul Camp – August 6<sup>th</sup> through August 8<sup>th</sup> , 2021**
  - **For the Funk of It – August 13<sup>th</sup> through August 15<sup>th</sup> , 2021**Discussion and possible action. **Roll call vote** [View Item](#)
- B. Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit for the following Outdoor Festivals at the Belden Resort: (Soul Camp, August 6<sup>th</sup> - 8<sup>th</sup>, 2021, For the Funk of it, August 13<sup>th</sup> – 15<sup>th</sup> , 2021); discussion and possible Action [View Item](#)
- C. Appoint Dennis J. Special and George Grams to the Chester Cemetery District Board; Discussion and possible action
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

5) **CLOSED SESSION**

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

- A. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding Plumas County Properties, Assessor's Parcel No. 025-050-045.
- B. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Claim against the County filed by Plumas Sierra Telecommunications (PST) on February 27, 2020
- E. Further discussion regarding substantial pen order for Dr. Anne Williams and approval of proposed order

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, July 20, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California

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# PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442  
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER

Date: 7/13/2020

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Approve one-year Addendum to Agreement for Auditing Services between County of Plumas and Smith & Newell CPAs for audit of the fiscal records of the County of Plumas for fiscal year ending June 30, 2021, per Addendum attached.

### Recommendation:

Approve one-year Addendum to Agreement for Auditing Services between County of Plumas and Smith & Newell CPAs for the audit of the fiscal records of the County of Plumas for fiscal year ending June 30, 2021, per Addendum attached.

### Background:

The State Controller's Office granted a waiver of the Audit Partner Rotation Requirement of Government Code section 12410.6(b) for one year due to the issues created by the pandemic. The signed letter of approval from the State Controller's Office and Request for Waiver is included in this agenda item.

## ADDENDUM TO AGREEMENT FOR AUDITING SERVICES

THIS CONTRACT ADDENDUM for additional professional auditing services is entered into by and between the COUNTY OF PLUMAS, herein referred to as "COUNTY", and Smith & Newell Certified Public Accountants, hereinafter referred to as "AUDITOR", this \_\_\_\_ day of \_\_\_\_\_, 2021, and affects Scope of Services Required of the original contract dated February 21, 2012 (copy attached).

### WITNESSETH:

This contract is hereby amended as follows:

**SCOPE OF WORK:** AUDITOR shall audit the fiscal records of the County of Plumas for the fiscal year ending June 30, 2021, in accordance with the duties imposed upon it as set forth in the original contract, plus compliance with all new applicable standards issued since the date of the original contract.

**COMPENSATION:** COUNTY shall pay to AUDITOR for services described herein a sum not to exceed the following:

<u>Required Audit Services</u>	<u>2021 Maximum Fee</u>
County-Wide Audit	\$ 46,367
Compilation of Financial Statements	3,651
Single Audit	6,853
Compliance Report on Treasury Investments	2,333
Cash Procedure/Control Audit of Departments	<u>3,766</u>
Total Maximum Fee	<u>\$ 62,970</u>

**TERMS:** The term of the original contract shall be extended until June 30, 2022, for the services contemplated in this contract addendum.

All other sections of this contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the day and year herein first above written.

COUNTY OF PLUMAS

SMITH & NEWELL CPAs

By \_\_\_\_\_

By (Signature)

Approved as to form:

 6/30/21

Gretchen Stuhr  
Plumas County Counsel

Services Agreement

FEB 21 2012

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Office of the Auditor (hereinafter referred to as "County"), and SMITH & NEWELL, CPAs, a California general partnership (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—Contractor's proposal, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Fifty-Four Thousand, Six Hundred Eighty and No/100 Dollars (\$154,680.00).
3. Term. The term of this agreement shall be from July 1, 2012 through June 30, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
4. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County, and County shall pay Contractor for professional services satisfactorily performed up to and including the date of County's written notice of termination. All documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.
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.

SM COUNTY INITIALS

CONTRACTOR INITIALS

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 work performed under this Agreement for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. General liability coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
  - b. Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.
  - c. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
  - 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

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

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

County:

Auditor/Controller  
County of Plumas  
520 Main Street, Room 205  
Quincy, CA 95971  
Attention: Shawn Montgomery

Contractor:

Smith & Newell, CPA's  
1425 Butte House Rd.  
Yuba City, CA 95993

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.

25. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.
26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit to the Agreement, the terms of the Agreement shall control.

[Continued on Following Page]

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

CONTRACTOR:

Smith & Newell, CPAs, a California general partnership

By:

Name:

Title: General Partner

Date signed: 2-16-2012



COUNTY:

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

By:

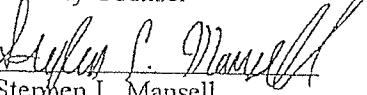
Name:

Title:

Date signed:

APPROVED AS TO FORM:

Plumas County Counsel

By: 

Stephen L. Mansell

Deputy County Counsel

Date signed: 2/21/12

SM COUNTY INITIALS

EXHIBIT A

**Scope of Work and Fee Schedule**

Contractor shall perform work as described in, and at the fees listed in, County's Request for Proposal and Contractor's Proposal to Provide Independent Audit Services dated August 5, 2011, as attached hereto.

S/M COUNTY INITIALS

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

**9. SAMPLE COUNTY GOVERNMENTAL FINANCIAL STATEMENT PREPARED BY SMITH & NEWELL**

Sample formats of required reports for this engagement can be obtained by reviewing audit engagements we have completed for other counties. County of Nevada's Comprehensive Annual Financial Report is available at [www.wclibrary.co.nevada.ca.us](http://www.wclibrary.co.nevada.ca.us) Auditor Controller, County Financial Statements.

**10. IDENTIFICATION OF MEMBERS OF SMITH & NEWELL'S AUDIT TEAM WHO WILL BE PERFORMING THE AUDIT AND THE TOTAL COST OF EACH AUDIT COMPONENT**

Our fee philosophy is to foster long-term client relationships by offering fair pricing commensurate with our expertise. We strive to maintain efficiency in our audit approach so we can achieve maximum results in the budgeted time. We also strive to maintain billing rates which are reasonable in relation to the expertise of our staff. After considering the current economic conditions and the mandate on local governments to reduce costs, we are committed to helping the County meet its financial challenges and the following cost proposal reflects an across the board reduction in our standard billing rates of approximately five percent for the year ended June 30, 2012.

Based upon our understanding of your needs as described in your request for proposal and outlined in the Scope of Services section of this proposal, the estimated hours, revised hourly rate and proposed fees are as follows:

<u>Classification</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>Estimated Hours</u>
	<u>Standard Hourly Rate</u>	<u>Revised Hourly Rate</u>	<u>Revised Hourly Rate</u>	<u>Revised Hourly Rate</u>	
Partner	\$ 150	\$142	\$146	\$150	100
Manager	100	95	98	100	90
Supervisor	90	85	88	90	120
Senior Accountant	80	76	78	80	100
Staff Accountant	70	66	68	70	80
Clerical	50	48	49	50	90
Total Hours for Audit Services					<u>580</u>
<u>Required Audit Services</u>		<u>2012</u>	<u>2013</u>	<u>2014</u>	
		<u>Maximum Fee</u>	<u>Maximum Fee</u>	<u>Maximum Fee</u>	
County Wide Audit		\$ 36,500	\$ 37,570	\$ 38,420	
Compilation of Financial Statements		3,000	3,090	3,182	
Single Audit		5,500	5,665	5,835	
Compliance Report on Treasury Investments		2,000	2,060	2,121	
Cash Procedure/Control Audit of Departments		3,150	3,245	3,342	
Total Maximum Fee		\$ 50,150	\$ 51,630	\$ 52,900	



BETTY T. YEE  
California State Controller

June 25, 2021

Roberta Allen, CPA  
Plumas County Auditor/Controller  
520 Main Street, Room 205  
Quincy, CA 95971-4111

Re: Waiver Request for the Audit Partner Rotation Requirement of Government Code section 12410.6(b)

Dear Ms. Allen,

The State Controller's Office reviewed your Request for the Waiver of the Audit Partner Rotation requirements and approved for the following reason:

1. The County of Plumas provided a compelling reason to establish that the county office will sustain a hardship securing an auditor timely due to COVID-19 related reasons.

This exemption waiver will expire on June 25, 2022, one year after the date of this letter.

If you have any questions regarding this letter, please contact a member of my Single Audit staff by telephone at (916) 324-6442 or by email at [singleaudits@sco.ca.gov](mailto:singleaudits@sco.ca.gov).

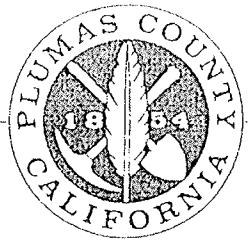
Sincerely,

A handwritten signature in black ink, appearing to read "Joel James".

Joel James, Chief  
Financial Audits Bureau  
Division of Audits

# PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442



*Roberta M. Allen, CPA* AUDITOR / CONTROLLER  
*Bianca Harrison, CMA* ASSISTANT AUDITOR / CONTROLLER

June 22, 2021

Joel James, Chief  
Financial Audits Bureau  
PO Box 942850  
Sacramento, CA 94250-5874

Re: Waiver Request for Plumas County for the Audit Partner Rotation Requirement of Government Code Section 12410.6(b)

Mr. James,

Plumas County respectfully requests a waiver of the Audit Partner Rotation Requirement of Government Code Section 12410.6(b) for the Fiscal Year 2020/21 audit, with the stipulation that the engagement partner and also managing partner of the current auditing firm be rotated.

Due to the Covid-19 health crisis, the Auditor's department has encountered numerous challenges over the past fifteen months in the form of staff turnover, vacancies and added workload. While the crisis has eased up somewhat in the past few weeks, the County is still trying to make up for lost productivity and increased workload brought on by the pandemic. Many county departments received Covid relief funding, such as the Coronavirus Relief Fund that was implemented by the Federal Government in FY 19/20 and distributed to departments and community businesses throughout FY 20/21. This funding created increased workload and involves expenditures from two fiscal years (19/20 and 20/21).

The pandemic also impacted the conversion to new accounting software. We went live on new accounting software on July 1, 2019 and the pandemic began during the fourth quarter of our first year on the new system. As with any new system there have been issues to resolve and some of them we are still working out.

The past fifteen months have been especially challenging with the Covid-19 pandemic and all that ensued. While we are slowly getting back to normal, the County and the Auditor's office are still impacted by the effects of the pandemic. The 2019/20 audit was delayed due to the pandemic, which impacted our ability to recruit and hire a new audit firm for the 2020/21 audit. Because everything has been delayed, securing a new auditor for the FY20/21 audit would be a hardship under the current circumstances. For these reasons we request a waiver of the requirements of GC Section 12410.6(b) for the audit for Fiscal Year 2020/21.

Thank you for your consideration in this matter,

A handwritten signature in black ink, appearing to read "Roberta M. Allen".

Roberta M. Allen, CPA  
Auditor/Controller Plumas County  
Phone 530-283-6248 Fax 530-283-6442

2B



Indian Valley  
Chamber of Commerce

408 Main Street • PO Box 516 • Greenville, CA 95947 • Phone (530) 284-6633 • fax (530) 284-6907 • [www.indianvalleychamber.org](http://www.indianvalleychamber.org)

**Good Afternoon!**

I am requesting an encroachment from Cal-Trans for our annual parades.  
I am including my application for the state and it includes a map of the parade route, and  
the route is the same for both parades.  
Please refer to the included exhibits for all of the information.  
We are required to notify the County BOS, Sheriff's Office, CHP, and any Local agencies.  
Thanks So Much.

Respectfully,

**Jeff Luke Titcomb**  
**IVCC Treasurer**

6-30-2021

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**STANDARD ENCROACHMENT PERMIT APPLICATION**  
TR-0100 (REV 12/2018)

Page 1 of 4

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.  
This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY Plumas	2. ROUTE Hwy 89	3. POST MILE 20.47
4. ADDRESS OR STREET NAME Main Street	5. CITY Greenville	
6. CROSS STREET (Distance and direction from project site) Main Street		

FOR CALTRANS USE

TRACKING NO.

DIST/CO/RTE/PM

SIMPLEX STAMP

DATE OF SIMPLEX STAMP

7. WORK TO BE PERFORMED BY  
 APPLICANT  CONTRACTOR

8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT?  
 NO  YES. If "YES", provide the Parent Permit Number

9. ESTIMATE START DATE

07/17/2021

10. ESTIMATED COMPLETION DATE

07/17/2021

11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY

1  
12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY

0  
13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH?

NO  YES. If "YES", which branch?

14. FUNDING SOURCE(S)

FEDERAL  STATE  LOCAL  PRIVATE  SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)

15. CALTRANS PROJECT CODE (ID)

N/A

16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER

N/A

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.

Gold Digger Day Parade

07/17/2021

10:00AM - 11:00AM

Attached: Map, Letters to CHP., Plumas County Sheriffs Department, Agents letter of authorization, & Plumas County Board of Supervisors.

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

Traffic lane  Shoulder  Sidewalk  Median  At or near an intersection  Mobile work

Outside of the shoulder, \_\_\_\_\_ feet from edge of pavement  Other \_\_\_\_\_

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

No traffic control needed  State Standard Plans (T-Sheets) # \_\_\_\_\_

Project specific Traffic Control Plans included  To be submitted by contractor

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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**STANDARD ENCROACHMENT PERMIT APPLICATION**

TR-0100 (REV 12/2018)

TRACKING NO.

19. EXCAVATION	MAX. DEPTH (in) N/A	MIN. DEPTH (in)	AVG. WIDTH (in)	LENGTH (ft)	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.)
20. PIPES	PRODUCT BEING TRANSPORTED N/A	CARRIER PIPE DIAMETER (in.) MATERIAL	CASING PIPE DIAMETER (in.) MATERIAL	VOLTAGE / PSIG	

PROPOSED INSTALLATION METHOD (e.g. HDD, Bore &amp; Jack, Open Cut, etc.)

N/A

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?

 NO  YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?

 YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)

<input type="checkbox"/> COMMERCIAL DEVELOPMENT	<input type="checkbox"/> BUILDING	<input type="checkbox"/> GRADING	<input type="checkbox"/> OTHER
<input type="checkbox"/> CATEGORICALLY EXEMPT	<input type="checkbox"/> NEGATIVE DECLARATION	<input type="checkbox"/> ENVIRONMENTAL IMPACT REPORT	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> NO (if "NO", check the category below which best describes the project AND answer questions A-K)			
<input type="checkbox"/> DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING		<input type="checkbox"/> FENCE	<input type="checkbox"/> EROSION CONTROL
<input type="checkbox"/> PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS		<input type="checkbox"/> MAILBOX	<input type="checkbox"/> LANDSCAPING
<input checked="" type="checkbox"/> FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS <input type="checkbox"/> OTHER			

**The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.**

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

N/A

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?

N/A

C. Is the proposed project located within five miles of the coast line?

N/A

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?

N/A

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

N/A

F. Are there any recreational trails or paths within the limits of the proposed project?

N/A

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

N/A

H. Will the proposed project impact access to any businesses or residences?

N/A

I. Will the proposed project impact any existing public utilities or public services?

N/A

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

N/A

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

N/A

**STANDARD ENCROACHMENT PERMIT APPLICATION**

TR-0100 (REV 12/2018)

TRACKING NO.

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource?  YES  NO (if "YES", provide a description)

23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building)  YES  NO (if "YES", provide a description)

24. Is work being done on the applicant's property in addition to State Highway right-of-way?  YES  NO  
(If "YES", attach 6 complete sets of site and grading plans)

25. Will the proposed project require the disturbance of soil?  YES  NO

If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres:  
and estimate the area of disturbed soil outside State Highway right-of-way in acres:

26. Will the proposed project require dewatering?  YES  NO

If "YES", estimate Total gallons AND gallons/month. (Total gallons) AND (gallons/month)

SOURCE\*:  STORMWATER  NON-STORMWATER

(\*See Caltrans SWMP for definition of non-storm water discharge: <http://www.dot.ca.gov/env/stormwater/>)

27. How will any storm water or ground water be disposed?

Storm Drain System  Combined Sewer / Stormwater System  Stormwater Retention Basin  N/A

Other (explain)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**STANDARD ENCROACHMENT PERMIT APPLICATION**  
TR-0100 (REV 12/2018)

TRACKING NO.

Page 4 of 4

**READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.**

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix\\_K\\_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_(WEB).pdf). If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix\\_G\\_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf). The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: <http://www.dot.ca.gov/hq/construc/stormwater/>.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

**28. NAME OF APPLICANT (Project or Property Owner or Organization)**

Idain Valley Chamber of Commerce

ADDRESS OF APPLICANT (Include City, State and Zip Code)

PO Box 516

E-MAIL ADDRESS

indianvalleychamber@frontiernet.net

PHONE NUMBER

530 284-6633

FAX NUMBER

**29. NAME OF AUTHORIZED AGENT / ENGINEER**

(A "Letter of Authorization" is required if different from #28)

Jeff Titcomb

IS A LETTER OF  
AUTHORIZATION ATTACHED?

YES  NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)

PO Box 516, Greenville, CA 95947

E-MAIL ADDRESS

luketitcom@gmail.com

PHONE NUMBER

530 284-6633

FAX NUMBER

530 284-0874

**30. NAME OF BILLING CONTACT (Same as #28  Same as #29 )**

BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)

PO Box 516, Greenville, CA 95947

E-MAIL ADDRESS

indianvalleychamber@frontiernet.net

PHONE NUMBER

530 284-6633

FAX NUMBER

530 284-0874

\* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

**31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT\***



**32. PRINT OR TYPE NAME**

Jeff Titcomb

**33. TITLE**

Agent

**34. DATE**

6-30-2021



# Gold Digger Day Parade

7-17-2021

10:00am-11:00am



1000

1870-1871

## ANSWER TO THE QUESTION

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**STANDARD ENCROACHMENT PERMIT APPLICATION**  
TR-0100 (REV 12/2018)

Page 1 of 2

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.  
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Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY Plumas	2. ROUTE Hwy 89	3. POST MILE 20.47
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FOR CALTRANS USE	
TRACKING NO.	
DIST/CO/RTE/PM	
SIMPLEX STAMP	
DATE OF SIMPLEX STAMP	

7. WORK TO BE PERFORMED BY  
 APPLICANT  CONTRACTOR

8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT?  
 NO  YES. If "YES", provide the Parent Permit Number

9. ESTIMATE START DATE

11/11/2021

10. ESTIMATED COMPLETION DATE

11/11/2021

11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY

1  
12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY

13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH?

NO  YES. If "YES", which branch?

14. FUNDING SOURCE(S)

FEDERAL  STATE  LOCAL  PRIVATE  SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)

15. CALTRANS PROJECT CODE (ID)

N/A

16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER

N/A

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.

Veteran's Day Parade

11/11/2021 11 AM-12 PM

Attached-  
Map

Letter to CHP, Plumas County Sheriff's Department, and Plumas County Board of Supervisors. + *Agents letter of authorization*

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

Traffic lane  Shoulder  Sidewalk  Median  At or near an intersection  Mobile work

Outside of the shoulder, feet from edge of pavement  Other

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

No traffic control needed  State Standard Plans (T-Sheets) #

Project specific Traffic Control Plans included  To be submitted by contractor

1984-07-01 10:00:00

1984-07-01 10:00:00

## STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

19. EXCAVATION	MAX. DEPTH (in) N/A	MIN. DEPTH (in)	AVG. WIDTH (in)	LENGTH (ft)	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.)
20. PIPES	PRODUCT BEING TRANSPORTED N/A	CARRIER PIPE DIAMETER	(in.) MATERIAL	CASING PIPE DIAMETER	(in.) MATERIAL
PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.) N/A				VOLTAGE / PSIG N/A	

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?

 NO  YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?

 YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval) COMMERCIAL DEVELOPMENT  BUILDING  GRADING  OTHER CATEGORICALLY EXEMPT  NEGATIVE DECLARATION  ENVIRONMENTAL IMPACT REPORT  OTHER NO (if "NO", check the category below which best describes the project AND answer questions A-K) DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION,  
MAINTENANCE OR RESURFACING  FENCE  EROSION CONTROL PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS  MAILBOX  LANDSCAPING FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS  OTHER

The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

N/A

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?

N/A

C. Is the proposed project located within five miles of the coast line?

N/A

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?

N/A

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

N/A

F. Are there any recreational trails or paths within the limits of the proposed project?

N/A

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

N/A

H. Will the proposed project impact access to any businesses or residences?

N/A

I. Will the proposed project impact any existing public utilities or public services?

N/A

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

N/A

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

N/A

## STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource?  YES  NO (if "YES", provide a description)

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24. Is work being done on the applicant's property in addition to State Highway right-of-way?  YES  NO  
(If "YES", attach 6 complete sets of site and grading plans)

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If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres:

and estimate the area of disturbed soil outside State Highway right-of-way in acres:

26. Will the proposed project require dewatering?  YES  NO

If "YES", estimate Total gallons AND gallons/month. (Total gallons) AND (gallons/month)

SOURCE\*:  STORMWATER  NON-STORMWATER

(\*See Caltrans SWMP for definition of non-storm water discharge: <http://www.dot.ca.gov/env/stormwater/>)

27. How will any storm water or ground water be disposed?

Storm Drain System  Combined Sewer / Stormwater System  Stormwater Retention Basin  N/A

Other (explain)

**STANDARD ENCROACHMENT PERMIT APPLICATION**

TR-0100 (REV 12/2018)

TRACKING NO.

**READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.**

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix\\_K\\_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_(WEB).pdf). If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix\\_Q\\_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_Q_(WEB).pdf). The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: <http://www.dot.ca.gov/hq/construc/stormwater/>.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

**28. NAME OF APPLICANT (Project or Property Owner or Organization)**

Indian Valley Chamber of Commerce

**ADDRESS OF APPLICANT (Include City, State and Zip Code)**

P.O. Box 516 Greenville, CA 95947

**E-MAIL ADDRESS**

indianvalleychamber@frontiernet.net

**PHONE NUMBER**

530 284-6633

**FAX NUMBER****29. NAME OF AUTHORIZED AGENT / ENGINEER**

(A "Letter of Authorization" is required if different from #28)

Jeff Titcomb

**IS A LETTER OF****AUTHORIZATION ATTACHED?** YES  NO**ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)**

PO Box 516, Greenville, CA 95947

**E-MAIL ADDRESS**

luketitcomb@gmail.com

**PHONE NUMBER**

530 284-6633

**FAX NUMBER**

650-284-0894

**30. NAME OF BILLING CONTACT (Same as #28  Same as #29 )****BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)**

P. O. Box 516 Greenville, CA 95947

**E-MAIL ADDRESS**

indianvalleychamber@frontiernet.net

**PHONE NUMBER**

530 284-6633

**FAX NUMBER**

650-284-0894

\* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

**31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT\***

**32. PRINT OR TYPE NAME**

Jeff Titcomb

**33. TITLE**  
Agent**34. DATE**



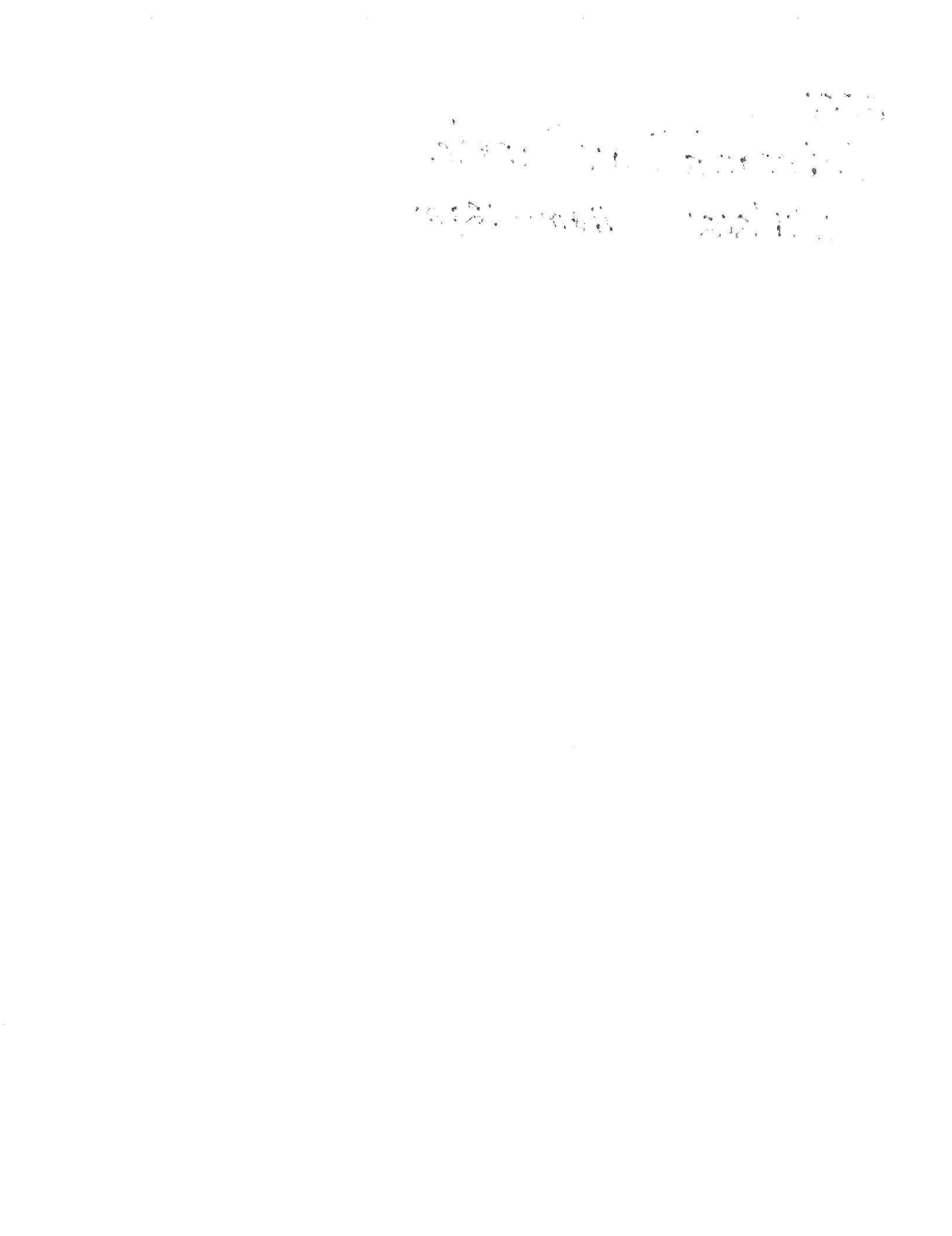

2021

# Veteran's Day Parade

11/11/2021

11am - 12pm





# BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
GREG HAGWOOD, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



July 13, 2021

Department of Transportation (Caltrans)  
Attn: Permits Engineer  
1000 Center Street  
Redding, CA 96001

Attention Permits Engineer

**Subject:** **Encroachment Permit Request**  
**Indian Valley Chamber of Commerce**  
Annual Gold Diggers Parade July 17, 2021  
Greenville, California

This letter acknowledges that Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Jeff Engle, Chair

Cc: Plumas County Director of Public Works

# BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
GREG HAGWOOD, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



July 13, 2021

Department of Transportation (Caltrans)  
Attn: Permits Engineer  
1000 Center Street  
Redding, CA 96001

Attention Permits Engineer

**Subject:** **Encroachment Permit Request**  
**Indian Valley Chamber of Commerce**  
Annual Veterans Day Parade November 11, 2021  
Greenville, California

This letter acknowledges that Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Jeff Engle, Chair

Cc: Plumas County Director of Public Works



OFFICE OF THE  
**COUNTY COUNSEL**  
 COUNTY OF PLUMAS

Plumas County Courthouse  
 520 Main Street, Room 302  
 Quincy, California 95971-9115  
 (530) 283-6240

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

June 29, 2021

**INTEROFFICE MEMORANDUM**

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

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

A handwritten signature of Gretchen Stuhr in black ink, placed above a horizontal line.

**SUBJECT:** Legal Services Agreement with Robert D. McIlroy, Attorney at Law, for representation of conservatees in Public Guardian/Conservator cases.  
 (for the meeting on July 13, 2021)

**SUMMARY OF RECOMMENDATION:**

That the Board of Supervisors consider and approve renewal and ratification of a Legal Services Agreement with attorney Robert D. McIlroy to provide representation to conservatees and proposed conservatees in probate and L.P.S. proceedings, for the term July 1, 2021, through June 30, 2022, compensation payable in the amount of \$1,150 per month; and authorize Chair to sign on behalf of Plumas County.

**BACKGROUND:**

The Office of the Public Guardian insures the physical and financial safety of persons unable to do so on their own, and when there are no viable alternatives to a public conservatorship. The Superior Court determines whether a conservatorship should be established. The court process includes petitioning the court and notifying the proposed conservatee and his or her family of the proceedings. A conservatorship is only established as a last resort through a formal hearing. The Superior Court can appoint the Public Guardian as a conservator of the person only, estate only (for probate) or both person and estate. There are generally two types of conservatorships – Probate and LPS.

Probate Conservatorships are primarily established for frail adults who are unable to provide for their own personal needs for physical health, food, clothing and/or shelter or cannot manage their own finances or cannot resist undue influence. Probate conservatorships are often used for older adults with severe limitations and for younger adults who have serious cognitive

**TO:** Honorable Board of Supervisors, County of Plumas  
**FROM:** Gretchen Stuhr, *Plumas County Counsel*  
**SUBJECT:** Legal Services Agreement with Robert D. McIlroy, Attorney at Law, for representation of conservatee in Public Guardian/Conservator cases.

Page 2 of 2

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impairments, and will remain in effect until the conservatee can show that he/she is again capable of handling his/her own affairs appropriately.

LPS Conservatorships are established to arrange mental health treatment and placement for people who are gravely disabled and unable to provide for their food, clothing, shelter and treatment needs as a result of a mental disorder. An LPS conservator does have the authority to place a conservatee in a psychiatric treatment facility, and these conservatorships must be renewed on an annual basis.

People who are the subject of a probate of LPS conservatorship are entitled to have an attorney appointed to represent them at County expense if they cannot afford to pay for a private attorney. Since representation in Public Guardian/Conservatorship cases is excluded from the current Public Defender contracts, Plumas County has separately contracted for such services with a local attorney, Robert D. McIlroy, for over 20 years. Mr. McIlroy is willing to continue to provide such services.

Mr. McIlroy's fees for this agreement are payable from the Public Defender Budget, a part of the General Fund. In rare situations, where a conservatee has sufficient assets and income, a portion of the legal fees paid to Mr. McIlroy may be recovered by the County from the conservatee's estate upon court approval.

**ACTION:**

It is respectfully recommended that your Board approve renewal and ratification of Legal Services Agreement with attorney Robert D. McIlroy to provide representation to conservatees and proposed conservatees in probate and L.P.S. proceedings, for the term July 1, 2021, through June 30, 2021, compensation payable in the amount of \$1,150 per month; and authorize Chair to sign on behalf of Plumas County.

END OF MEMORANDUM

## LEGAL SERVICES AGREEMENT

This Agreement is made between Robert McIlroy, (hereafter referred to as "Attorney") and Plumas County, a political subdivision of the State of California, (hereafter referred to as "County").

**WHEREAS**, the purpose of this Agreement is to provide court-appointed counsel to conservatees who fall within the provisions of Section 5365 of the Welfare and Institutions Code and sections, 1470, 1471, 1823(b)(6) and section 1826(g) of the Probate Code and also specifically includes appointment for dementia cases and guardianship cases in the same capacity.

**NOW, THEREFORE**, the parties agree as follows:

1. **TERM.** The term of this Agreement commences July 1, 2021 and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Attorney from July 1, 2021 to date of approval of this contract by the Board of Supervisors.
2. **LEGAL SERVICES.** Attorney will provide the following services:
  - A. Attorney shall represent conservatees as appointed by the Court through all trial court proceedings in Welfare and Institutions Code Section 5365 and Probate Code Sections 1470, 1471, 1823(b)(6) and 1826(g) actions up to the appointment of appellate counsel, if applicable. Attorney shall also accept appointment in guardianship and dementia cases in the same capacity.
  - B. Attorney shall appear at all hearings, upon notice by the Public Guardian or County Counsel of such hearings.
  - C. When an L.P.S. or Probate conservatorship is set for a hearing or reappointment, Attorney shall meet with each conservatee living in Plumas County, at least thirty (30) days prior to the court date to explain to the client his/her options and explain the court procedure. Public Guardian or Mental Health staff will assist in providing transportation for in-town and out-of-town clients and meeting space, if requested by Attorney.
  - D. Attorney shall notify Public Guardian and/or Mental Health staff at least two (2) weeks in advance of the hearing as to the conservatee's wishes with regard to his/her court hearing so that staff can arrange transportation and be ready to accompany conservatee to court, if so requested.
  - E. Attorney shall make phone calls or have face-to-face meetings with each

appointed conservatee, at approximately six month intervals to answer any questions, concerns or complaints the conservatee has with the present placement. (It is important that Attorney and conservatees have regular contact so they become familiar with one another and conservatees are aware they have legal representation when hearings occur.)

- F. Attorney shall be available for phone contact from conservatees or staff from Mental Health and Public Guardian as well as family when a new conservatorship is being established, should problems or questions arise in regards to the conservatorship.
- 3. **INDEPENDENT CONTRACTOR.** Independent Contractor: a) Attorney is an independent contractor and not an agent, officer, or employee of County. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association; b) Attorney shall have no claim against County for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence; and c) Attorney is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
- 4. **STATEMENTS AND COMPENSATION.** Attorney shall provide a monthly invoice to the Plumas County Counsel's Office, 520 Main Street, Room 302, Quincy, CA 95971 which shall include a statement as to caseload information and the number of hours spent on each case per month. Attorney's statement shall contain sufficient information and detail to support an application pursuant to Probate Code section 1472 and 2647 for the determination of the ability to pay attorney's fees by the conservatee or the conservatee's estate. Where the conservatee's estate appears sufficient, County will initiate the applications pursuant to Probate Code sections 1472 and 2647 to determine the conservatee's ability to pay Attorney's fees and shall include 1) a request that the County be reimbursed for fees paid to Attorney, and 2) that Attorney be allowed a reasonable fee at his customary rate of \$125.00 per hour, less any amounts paid by County.

Attorney shall be compensated at the rate of One Thousand One Hundred Fifty Dollars (\$1,150) per month. In the case of a contested trial lasting more than two days, commencing on the third day Attorney will be compensated at the hourly rate for conflict appointments in criminal cases. To the extent that work on guardianship and dementia cases exceeds 13.25 hours in any given calendar month, Attorney will be entitled to the same hourly compensation for excess hours worked.

5. **INDEMNIFICATION.** Each party shall indemnify, defend, and hold harmless the other party, their officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from the negligent acts, willful acts, or errors or omissions of that party, or that party's employees, subcontractors, or agents. Each party understands and agrees that its duty to defend shall be a separate and independent duty from the duty to indemnify.
6. **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 the work covered under this contract increase substantially, the Attorney may notify the CAO to open the contract to discuss an increase in compensation only to cover those cost increases. Contractor is aware of his duty to disclose lack of professional liability insurance under Rules of Professional Conduct, Rule 3-410.
7. **CHOICE OF LAW.** The laws of the State of California shall govern this agreement.
8. **TERMINATION.** Either party may terminate the terms and conditions of this Agreement upon written notice in a timely manner, provided that Attorney will not cease to represent clients until and unless relieved of appointment by the Superior Court.

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

---

Jeff Engel, Chair,  
Board of Supervisors

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

**ATTORNEY**

  
Robert D. McEllroy, Attorney at Law  
P.O. Box 3136  
Quincy, CA 95971

Date: 06-20-2021

**APPROVED AS TO FORM**

  
Gretchen Stuhr, County Counsel

Date: 6/29/2021

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OFFICE OF THE  
**COUNTY COUNSEL**  
COUNTY OF PLUMAS

Plumas County Courthouse  
520 Main Street, Room 302  
Quincy, California 95971-9115  
Phone: (530) 283-6240 Fax: (530) 283-  
6116

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

July 1, 2021

**INTEROFFICE MEMORANDUM**

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

**FROM:** Gretchen Stuhr *Plumas County Counsel*

A handwritten signature of Gretchen Stuhr in black ink.

**SUBJECT:** Authorize the County Counsel to Assign the Paralegal/Office Manager/Small Claims Advisor (Paralegal III classification, Confidential Unit) to Work a Flex Work Schedule

**Summary of Requested Action:**

The County Counsel requests authorization from the Board of Supervisors to assign the Paralegal/Office Manager/Small Claims Advisor to work a Flex Work Schedule of four 9-hour days (Monday through Thursday), and one 4-hour day (Friday).

**Background:**

The Paralegal/Office Manager/Small Claims Advisor ("Paralegal") position in the County Counsel's Office is the sole support staff to the three attorneys in the County Counsel's Office. As such, the Paralegal necessarily performs a multitude of duties that have varying degrees of complexity. The Paralegal is the initial point of contact between the County Counsel's Office and the various County departments, other agencies and parties having business with the County, and the general public. The Paralegal fulfills the County's responsibility to provide Small Claims Advisor services to small claims court litigants, and functions as the department's fiscal officer in handling claims and formulation for the department's budget requests. The Paralegal handles other complex tasks as assigned by the attorneys including processing contracts, organizing litigation files, gathering information and evidence, responding to requests for public records, and similar matters.

The current employee is in the Paralegal III classification and part of the Confidential Unit for collective bargaining purposes.

**TO:** Honorable Board of Supervisors, County of Plumas  
**FROM:** Gretchen Stuhr *Plumas County Counsel*  
**SUBJECT:** Authorize the County Counsel to Assign the Paralegal/Office Manager/Small Claims Advisor (Paralegal III classification, Confidential Unit) to Work a Flex Work Schedule

Page 2 of 2

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As the initial point of contact for the entire County Counsel's Office, the Paralegal is subject to frequent interruption when answering phone calls, responding/processing mail and e-mail correspondence, and greeting people coming to the office. Such interruptions make it difficult to complete larger tasks that require blocks of quieter, uninterrupted time, in order to concentrate on the task.

The current Paralegal has proposed the implementation of a Flex Work Schedule. The County Counsel's Office will maintain its current office hours of 8:00 AM to 5:00 PM, Monday through Friday. The Paralegal will continue to be available during those regular office hours except Friday afternoons. Friday is typically the quietest day in the County Counsel's Office. The proposed flex work schedule would allow this person larger blocks of uninterrupted time to complete larger tasks, while maintaining a 40-hour work week, and providing the office with assistance five days a week.

Since all three attorneys will continue to be available on Fridays, the impact on the other County departments and the general public will be minimal.

**Proposed Action:**

It is respectfully recommended that your Board authorize the County Counsel to assign the Paralegal to a Flex work-week schedule where she will work four 9-hour days (Monday through Thursday) and one 4-hour day (Friday), and that the County Counsel have the authority to return to a standard work-week schedule, either temporarily or permanently, as provided by the MOU.

END OF MEMORANDUM

[Y:\Memos\BOS Memo - Request Authorization for 4-9, 1-4 Workweek.doc]

2D

## 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



### CONSENT AGENDA REQUEST

For the July 13, 2021 meeting of the Plumas County Board of Supervisors

Date: July 2, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

A handwritten signature in blue ink that reads "John Mannle".

Subject: **Authorize Execution of Amendment No. 7 to the MGE Engineering, Inc. Professional Services Agreement for “On-call Civil Engineering Services for Transportation Improvement Projects” for the “Oakland Camp Road at Spanish Creek Bridge Replacement Project” in an amount not to exceed \$86,598.91.**

#### Project Background:

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc. is providing civil engineering services in support of the Oakland Camp Road at Spanish Creek Bridge Replacement Project. The bridge project is located on Oakland Camp Road over Spanish Creek, 2.9 miles north of Quincy near Oakland Camp. The County proposes to replace the one-lane bridge and low water crossing with an elevated bridge structure. The new two-lane bridge would meet the hydraulic criteria to be above the 100-year floodplain and would provide year-round access.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

The attached MGE Engineering, Inc. Amendment No. 7 to the Professional Service Agreement has been approved as to form by the County Counsel's Office.

#### Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize execution of Amendment No. 7 to the MGE Engineering, Inc. Professional Services Agreement for “On-call Civil Engineering Services for Transportation Improvement Projects” for the “Oakland Camp Road at Spanish Creek Bridge Replacement Project” in an amount not to exceed \$86,598.91.

Attachment: Amendment No. 7 to the Professional Services Agreement between the County of Plumas and MGE Engineering, Inc.

**AMENDMENT NO. 7**  
to the  
**PROFESSIONAL SERVICES AGREEMENT**

**On-Call Civil Engineering Services for  
Transportation Improvement Projects  
For the  
Oakland Camp Road at Spanish Creek Bridge Replacement Project**

The December 22, 2020, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and MGE Engineering, Inc., a California Corporation (“Consultant”), County Contract No. P.W.R.D. 21-005, is hereby amended as follows:

## Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is providing civil engineering services in support of the Oakland Camp Road at Spanish Creek Bridge Replacement Project.

The bridge project is located on Oakland Camp Road over Spanish Creek, 2.9 miles north of Quincy near Oakland Camp. The County proposes to replace the one-lane bridge and low-water crossing with an elevated bridge structure. The new two-lane bridge would meet the hydraulic criteria to be above the 100-year floodplain and would provide year-round access. The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

## Scope of Work

The Scope of Work shall include Tasks 1 through 3 identified in the Scope of Work, which is attached to the contract as Exhibit "A".

## Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Eighty-Six Thousand, Five Hundred Ninety-Eight Dollars and Ninety-One Cents (\$86,598.91).

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

## Project Schedule.

The Consultant shall complete the project as set forth in the Scope of Work.

## Consultants Initials

County Initials

Other Contract Provisions.

All other contract provisions set forth in the December 22, 2020, Professional Services Agreement first referenced above remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 7 to be executed by and through their respective authorized officers, as of the date first above written.

**COUNTY OF PLUMAS**  
**A political subdivision of the State of California**

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

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

ATTEST:

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

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

**CONSULTANT**  
MGE Engineering, Inc.

\_\_\_\_\_  
Robert E. Sennett, Vice President

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

\_\_\_\_\_  
Fred Huang, Chief Financial Officer

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

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

Taxpayer ID Number – 68-0231292

Date: 6/30/2021

Attachments: Exhibit A - Scope of Work  
Exhibit B – Fee Schedule

## Exhibit A

### SCOPE OF WORK – OAKLAND CAMP ROAD BRIDGE TYPE SELECTION REPORT

MGE's proposed scope of work to successfully complete the Type Selection Report for the Oakland Road Bridge Replacement project, delineated by major and minor work tasks is outlined as follows:

#### **TASK 0 - PROJECT MANAGEMENT**

This task includes the following subtasks:

##### **TASK 0.1 - COMMUNICATION AND COORDINATION**

MGE will work closely with and coordinate with MGE, County, and Caltrans staff, and specialty subconsultants as required to facilitate and ensure successful project delivery. This will include written communication via telephone or email as well as virtual and/or face-to-face meetings as required throughout the duration of this task order.

##### **TASK 0.2 - MEETINGS**

MGE will participate in meetings as necessary to complete the Type Selection tasks and coordinate between the County and MGE technical staff. Project development team (PDT) meetings will be organized by MGE to occur as needed throughout the duration of this task order. MGE will prepare meeting agendas and minutes for all PDT meetings. This task will also include a project kick-off meeting followed by a site visit. MGE anticipates participating in a total of 4 PDT meetings.

##### **TASK 0.3 - PROJECT SCHEDULE**

MGE will prepare a detailed project schedule. The schedule will be updated as needed throughout the duration of the Task Order.

##### **TASK 0.4 - PROGRESS REPORTS & INVOICING**

MGE will submit a monthly Progress Report to accompany invoices. The reports will include a narrative on work accomplished during the reporting period; work planned for the next reporting period; information/decisions required to maintain the Project schedule and complete deliverables; problems encountered that may affect the schedule, budget, and anticipated work items; and recommendations to resolve issues.

*Deliverables: Meeting Agendas and Minutes, Project Schedule, Progress Reports & Invoices.*

#### **TASK 1- SUPPLEMENTAL SURVEYING (OPTIONAL TASK)**

In the event that the County does not have the capacity to perform the supplemental surveying needed to complete the preliminary engineering and Type Selection Report, MGE's subconsultant GKA will complete the following supplemental surveying task:

##### **OPTIONAL TASK 1 – CREEK CROSS SECTIONS**

In order to complete the H&H analysis for the project, supplemental surveying consisting of 4 creek cross sections upstream and 4 creek cross section downstream of the proposed bridge will be required. Cross sections will be required at approximately 100 foot intervals upstream and downstream of the bridge at locations identified by the engineer.

#### **TASK 2- PRELIMINARY HYDROLOGIC AND HYDRAULIC ANALYSIS**

##### **TASK 2 - PRELIMINARY HYDROLOGIC AND HYDRAULIC ANALYSIS**

This task consists of the required hydrologic and hydraulic studies necessary for a bridge replacement project. Subtasks include the following:

#### **TASK 2.1 - OBTAIN AND REVIEW EXISTING PROJECT DOCUMENTATION**

MGE will obtain and review all relevant existing project information including but not limited to information on the existing bridge and site such as bridge maintenance reports and FEMA reports/mapping.

*Deliverable:* None.

#### **TASK 2.2 – ESTIMATE HYDROLOGY**

This task involves estimating the 50-year, 100-year discharges using the development of complex watershed runoff hydrograph with HEC-HMS. A second method will be utilized to estimate hydrology to facilitate Caltrans coordination who still often requests hydrology estimates two ways per the previous Local Assistance Program Manual.

*Deliverables:* None.

#### **TASK 2.3 – HYDRAULIC ANALYSIS**

Based on survey information, MGE will set up an existing conditions HEC-RAS model for the reach using HEC-RAS. Calibration data will be researched to determine if any high-water elevations were documented for the flood of record. The proposed bridge will be modeled to determine the impact to the water surface elevation and velocity of the proposed strategy. The model will also incorporate any encroachment from bridge approach fills. The hydraulic variables (water surface elevation, velocity etc.) will be determined for the design discharge, 50-, 100-year discharges estimated above. Results from the hydraulic analysis will be provided in both tabular as well as graphical output formats. Assumptions: It is assumed that the proposed bridge configuration will not increase the water surface elevation.

*Deliverables:* Hydraulic Analysis to be provided in graphical as well as tabular format in the Preliminary Hydraulic Report.

#### **TASK 2.4 – SCOUR AND BANK PROTECTION**

This task involves estimating scour and the need for bank protection. Review of maintenance records for the existing bridges to determine if the stream has aggraded or degraded over time. Local scour will be estimated using the methods described in the Federal Highway Administration (FHWA) Publication HEC-18, *Evaluating Scour at Bridges*. The Colorado State University Equation (CSU) will be used for estimating local pier scour as recommended in the Federal Highway Administration (FHWA) Publication HEC-18, *Evaluating Scour at Bridges*. Calculations will be completed to determine the need for bank protection. If bank protection is required, parameters will be provided according to Chapter 870 of the Caltrans Highway Design Manual.

*Deliverables:* None, recommendations for bank protection will be included in the Preliminary Hydraulic Report

#### **TASK 2.5 – DRAFT/FINAL PRELIMINARY HYDRAULIC REPORT**

This task includes completion of a Draft and Final Preliminary Hydraulic Report documenting the hydrology, hydraulics, scour and bank protection for the bridge. The Draft Report will be revised based on review comments received and resubmitted as a Final Preliminary Hydraulic Report. The Final Hydraulic Report will be prepared under a separate Task Order at a future date during final design.

*Deliverables:* Draft and Final Preliminary Hydraulic Reports will be provided via electronic mail.

### **TASK 3- PRELIMINARY ENGINEERING AND TYPE SELECTION REPORT**

The purpose of this task is to complete enough preliminary design to select a preferred alternative for the project. Under this task, MGE will complete the following tasks:

### **TASK 3 – PRELIMINARY ENGINEERING AND TYPE SELECTION REPORT**

MGE will complete preliminary bridge and roadway engineering for the project and prepare a Type Section Report to facilitate selection of a preferred bridge alternative. The Type Selection Report will serve as the basis for the environmental assessment and final design. A draft Report will be prepared including a bridge General Plan sheet and Plan & Profile sheet for roadway geometrics for each alternative, evaluation of alternatives, preliminary Engineer's estimate, and recommend a preferred alternative. Completion of the Report will include, but not be limited to the following subtasks:

#### **TASK 3.1 – ALTERNATIVES DEVELOPMENT**

MGE will develop two bridge alternatives based on the preferred roadway geometrics already determined. Multi-span precast concrete and cast-in-place concrete slab superstructures are expected to be evaluated. Foundation types will be based on the existing geotechnical recommendations. Estimated construction costs for each alternative will be developed using available local data, and Caltrans Cost Data Base information.

#### **TASK 3.2 – DRAFT TYPE SELECTION REPORT**

MGE will complete a draft Type Selection Report to present design and construction considerations, and bridge alternatives with construction costs to facilitate selection of a preferred project alternative for design and construction. The draft Report will include discussions of the following items:

General Description of the Project	Roadway Geometry and Typical Section
Traffic Control/Detour	Approach Roadways
Right-of-Way (permanent & temporary easements)	Drainage
Utilities	Design Exceptions
Hydraulics & Scour	Geotechnical
Construction Access & Staging	Aesthetic Requirements
Bridge Railings	Bridge Removal
Bridge Replacement Alternatives, Associated Costs, and Advantages	Project Recommendations
Appendices including: Bridge General Plan, Layout & Profile sheets, Alternative Cost Estimates, Photographs, Preliminary Geotechnical Report, and Preliminary Hydraulic Report.	

MGE will submit the draft Report to the County for review and selection of a preferred alternative.

#### **TASK 3.3 – TYPE SELECTION MEETING**

MGE will participate in a virtual meeting with the County to discuss the Draft Type Selection Report and finalize any outstanding issues regarding selection of a preferred alternative.

#### **TASK 3.4 – REVIEW AND RESPOND TO COUNTY AND CALTRANS REVIEW COMMENTS**

MGE will review and respond to all County and Caltrans review comments regarding the Draft Type Selection Report. MGE will coordinate with the County and Caltrans to resolve comments as necessary.

#### **TASK 3.5 – FINAL TYPE SELECTION REPORT**

MGE will prepare a final Type Selection Report that includes the incorporation and/or resolution of all County and Caltrans comments on the draft Report. The bridge General Plan sheet and roadway Layout & Profile sheets for the preferred alternatives are considered a 30% level of design, and will likely serve as the basis of completion of the environmental documentation and final design for the project.

*Deliverables: Draft and Final Type Selection Report (2 copies each and electronic pdf files)*

## **SCHEDULE**

Anticipated schedule durations are as follows:

Surveying Creek Cross Sections – 4 weeks

Preliminary H& and Engineering & Draft Type Selection Report – 8 weeks

County & Caltrans Review – 8 weeks

Respond to review comments and finalize Type Selection Report – 3 weeks

Total anticipated duration = 23 weeks

## Exhibit B

MGE Engineering  
FREE ESTIMATE PROPOSAL - OAKLAND CAMP ROAD BRIDGE TYPE SELECTION  
REPORT  
BRIDGE No. 9C0101 BRL0-5909(094)

		Billing Rate (\$/hour)			MGE Total Hours	MGE Cost per Task
			Project Manager/Review	Assistants/Engineer	Admin/Technician	Office
<b>Task 0</b>	<b>Project Management</b>	\$294.89	R. Bennett	W. Sandell	\$165.87	\$110.58
0.1	Communications and Coordination	4				4
0.2	Meetings	12				20
0.3	Project Schedule	4				4
0.4	Progress Reports & Invoicing (Assume 6-7 months duration)	10				24
	<b>Task 0 Total Hours</b>	<b>30</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>24</b>
<b>Task 1 (Optional)</b>	<b>Supplemental Surveying (Optional Task)</b>					<b>\$13,122.40</b>
1	Creek Cross Sections	0	0	2	0	0
	<b>Optional Task 1 Total Hours</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>
<b>Task 2</b>	<b>Preliminary Hydrologic and Hydraulic Analysis</b>					<b>\$399.32</b>
2.1	Obtain and Review Existing Project Documentation					\$1,597.30
2.2	Estimate Hydrology					\$3,194.59
2.3	Hydraulic Analysis					24
2.4	Scar and Bank Protection					16
2.5	Draft/Final Preliminary Hydraulic Report					40
	<b>Task 2 Total Hours</b>	<b>0</b>	<b>0</b>	<b>104</b>	<b>0</b>	<b>104</b>
<b>Task 3</b>	<b>Preliminary Engineering and Type Selection Report</b>					<b>\$20,764.84</b>
3.1	Alternatives Development (Precast & CLP Alternatives)	16	92	40	40	188
3.2	Draft Type Selection Report	8	16	2		26
3.3	Type Selection Meeting	1	1	1		3
3.4	Review and Respond to County and Caltrans Review Comments	2	2	4		8
3.5	Final Type Selection Report	4	8	4		20
	<b>Task 3 Total Hours</b>	<b>31</b>	<b>119</b>	<b>7</b>	<b>44</b>	<b>0</b>
	<b>Total MGE Project Hours/Costs</b>	<b>61</b>	<b>127</b>	<b>113</b>	<b>44</b>	<b>24</b>
					<b>413</b>	<b>\$83,007.16</b>
						Escalation
						ODC's
						\$168.00
						GIA (Survey's)
						\$3,423.75
						<b>Total =</b>
						<b>\$86,598.91</b>



TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

# Office of the Sheriff

## Office of Emergency Services

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

## Memorandum

**DATE:** June 29, 2021  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns  
**RE:** Agenda Items for the meeting of July 13, 2021

**It is recommended that the Board:**

Approve and sign the annual amendments to the Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Exhibit B Controlled Substance Annual Operating and Financial Plan - Plumas and Lassen National Forests in the amount of \$16,000.

**Background and Discussion:**

The purpose of this agreement is to maintain a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on national forest service lands and provide for reimbursement to the Sheriff for the services provided.

Exhibit B will be in effect from October 1, 2020 through September 30, 2021. They are updated annually so that changes can be made if applicable to the funding allocation, reimbursement rates, etc. The USFS enters into an agreement with the Sheriff for law enforcement controlled substance operations on National Forest System lands. The USFS reimburses the Sheriff's Office for expenses related to controlled substance operations performed under the agreement on National Forest System lands.

Agreements have been approved as to form by County Counsel.

FS Agreement No. 21-LE-11051360-033

Cooperator Agreement No.

Modification No. 02**EXHIBIT B**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**  
Between The  
**PLUMAS, COUNTY OF**  
**(Plumas County Sheriff's Department)**  
And the  
**USDA, FOREST SERVICE**  
**PLUMAS AND LASSEN NATIONAL FORESTS**

**2021 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Plumas, County of, (Plumas County Sheriff's Department), hereinafter referred to as "PCSD," and the USDA, Forest Service, Plumas and Lassen National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #21-LE-11051360-033 executed on February 17, 2021. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 01, 2020 and ending September 30, 2021.

**Prior Year Carryover: \$0.00**

**FY-2021 Obligation: \$16,000**

**FY-2021 Total Annual Operating Plan: \$16,000**

**I. GENERAL:**

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Todd Johns, Sheriff Plumas County 1400 East Main Street Quincy, CA 95971-9402 Phone: 530-283-6300 FAX: 530-283-6344 E-Mail: <a href="mailto:tjohns@peso.net">tjohns@peso.net</a>	Roni Towery Plumas County Sheriff Department 1400 East Main Street Quincy, CA 95971-9402 Phone: 530-283-6375 FAX: 530-283-6344 E-Mail: <a href="mailto:roni@pcso.net">roni@pcso.net</a>



<b>Cooperator Alternate Contact</b>	
Steve Peay, Detective Plumas County Sheriff's Office 1400 Main Street Quincy, CA 95971-9402 Phone: 530-283-6363 FAX: 530-283-6344 E-Mail: <a href="mailto:speay@pcso.net">speay@pcso.net</a>	

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Darren Dicharry, Special Agent Plumas National Forest Feather River Ranger District 875 Mitchell Ave. Oroville, CA 95965-4699 Phone: 530-532-7475 E-Mail: <a href="mailto:darren.dicharry@usda.gov">darren.dicharry@usda.gov</a>	Heather Rivera, Administrative Specialist Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592-1110 Phone: 707-562-8646 FAX: 707-562-9031 E-Mail: <a href="mailto:heather.rivera@usda.gov">heather.rivera@usda.gov</a>
<b>U.S. Forest Service Program Coordinator Contact</b>	<b>U.S. Forest Service Grants and Agreement Contact</b>
Tony Magarrell Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592-1110 Phone: 707-562- 8662 FAX: 707-562-9031 E-Mail: <a href="mailto:tony.magarrell@usda.gov">tony.magarrell@usda.gov</a>	Geraldine C. Bordash (Gerri) Grants Management Specialist Pacific Southwest Regional Office 1323 Club Drive Vallejo, CA 94592-1110 Phone: 707-562-8782 FAX: 707-562-9144 E-Mail: <a href="mailto:gerri.bordash@usda.gov">gerri.bordash@usda.gov</a>

**II. CONTROLLED SUBSTANCE OPERATIONS**

Pursuant to IV- J of Agreement No. 21-LE-11051360-033, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

**A. The U.S. Forest Service agrees:**

1. To reimburse PCSD for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including:
  - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.



- b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
2. To reimburse PCSD for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest System lands, including:
  - a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
  - b. Apprehension of persons suspected of producing or trafficking controlled substances.
  - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
  - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse PCSD for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

**Note:** PCSD retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse PCSD for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. PCSD agrees:

1. Within its capability, to perform the following activities on National Forest System lands:
  - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.



- b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
  - c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.
2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II, A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The *U.S. Forest Service* and PCSD mutually agree to the following:

1. The following rate schedule will apply to all expenditures that may be reimbursed to PCSD under this agreement;

Salary (base)	\$47.00 per hour,
Reserves Salary (base)	\$25.00 per hour,
Salary (Overtime)	\$ base + ½ per hour,
Per diem costs	\$42/M&IE + \$60/Lodging,
Travel (mileage and fares)	\$0.58 (4WD & 0.36 (2WD per mile,
Helicopter flight time	Actual documented costs,
Supplies or equipment	Actual documented costs

2. The total expenditures of PCSD that may be reimbursed may not exceed.... \$16,000  
The total expenditures for item A.4 may not exceed..... 10% of the total allocation.

D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.

**III. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

PCSD will furnish monthly itemized statements of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

- a. Mail copies of itemized billing statements (Attachment A) to:

Heather Rivera  
Administrative Specialist

Send photo copy to:  
Darren Dicharry, Special Agent



Pacific Southwest Regional Office - LEI  
1323 Club Drive  
Vallejo, CA 94592-1110  
[heather.rivera@usda.gov](mailto:heather.rivera@usda.gov)

875 Mitchell Ave.  
Oroville, CA 95965  
[darren.dicharry@usda.gov](mailto:darren.dicharry@usda.gov)

**b. Send hard copy invoices to:**

U.S. Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101 B Sun Ave NE  
Albuquerque, NM 87109

Or fax to: (877) 687-4894

Or e-mail scanned invoice to: [sm.fs.asc\\_ga@usda.gov](mailto:sm.fs.asc_ga@usda.gov)

**c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before October 31, 2021 in order to receive payment.**

**d. Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov) for the verification of the EFT (Electronic Funds Transfer) banking information.**

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

TODD JOHNS, Sheriff  
Plumas, County of

Date

---

Chairperson, Board of Supervisors  
Plumas, County of

Date

---

DON HOANG, Special Agent in Charge  
U.S. Forest Service, Pacific Southwest Region

Date



The authority and format of this agreement has been reviewed and approved for signature.

**GERALDINE BORDASH**

Digitally signed by GERALDINE  
BORDASH  
Date: 2021.06.04 02:37:07 -07'00'

6/4/21

GERALDINE C. BORDASH

Date

U.S. Forest Service, Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Approved as to form.

  
Sara James  
Deputy Plumas County Counsel

Law Enforcement Billing Summary  
Drug

USDA Forest Service, Plumas NF	County: Plumas
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Law Enforcement Billing Summary	Month:	Year:
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Check appropriate block:	<input type="checkbox"/> Coop Patrol	<input checked="" type="checkbox"/> Controlled Substance Operations
--------------------------	--------------------------------------	---

A. Total Patrol/Labor Hours:	
B. Rate per Hour:	\$
C. Total Salary Reimbursement: (subtotal 1)	\$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
E. Total of D1 - D4 (subtotal 2)	\$
F. Total Invoice Reimbursement:	\$
G. Total Reimbursement for Maximum Op Plan Amt:	\$

Certification Statement

County Sheriff		USFS Special Agent	
I certify the above billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	USFS Special Agent	Date

 <b>USDA Forest Service</b>		<b>LAW ENFORCEMENT ACTIVITY REPORT</b> <i>(Ref. FSM 5300)</i>				Agreement Number 21-LE-11051360-033		
						Initial <input type="checkbox"/>	Follow Up <input type="checkbox"/>	
1. Cooperator (Department Name): <b>Plumas County Sheriff's Department</b>				2. National Forest: <b>Plumas</b>				
3. Record (1)		4. Action Code (2) (FS Use Only) U-Update		5. Unit Identification (3-11)		6. Date (12-5) Region      Forest      State      County      Month      Year <b>05      06      CA      Plumas</b>		
7. Patrol Units (16-18)		8. Search and Rescue Missions Hours (19-22)		9. Property Stolen (25-30) No. (23-24)		10. Property Recovered (31-36) Dollars		
11. Controlled Substances Seized (37-45) Dollars (Street Value)								
12. Record (1)		13. Number of Crimes Occurring on National Forest System Lands						
13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)			13d. Non-Coop Agreement Activities (21-23)			
<b>PART I - FBI UNIFORM CRIME REPORTING</b>								
01	Criminal Homicide							
02	Forcible Rape							
03	Robbery							
04	Aggravated Assault							
05	Burglary - Breaking or Entering							
06	Larceny - Theft (Except Motor Vehicle)							
07	Motor Vehicle - Theft							
08	Arson							
<b>PART II - FBI UNIFORM CRIME REPORTING</b>								
09	Other Assaults (simple)							
10	Stolen Property by Buying, Receiving, Possessing							
11	Vandalism							
12	Weapons - Carry, Possessing							
13	Narcotic Drug Law							
14	Driving Under the Influence							
15	Liquor Laws							
16	Drunkenness							
17	Disorderly Conduct							
18	All Other Offenses							
<b>PART III - COOPERATOR ASSISTS</b>								
19	Assists to Forest Service Officers							
20	Assists to Public							
Remarks:								
NOTE: This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.								



USDA  
Forest Service

LAW ENFORCEMENT ACTIVITY  
REPORT  
(Ref. FSI 5300)

Agreement Number

21-LE-11051360-033

Initial

Follow Up

1. Cooperator (Department Name):  
Plumas County Sheriff's Department

2. National Forest:  
Lassen

3. Record (1)	4. Action Code (2) (FS Use Only) U-Update	5. Unit Identification (3-11)				6. Date (12-5)	
		Region	Forest	State	County	Month	Year
		05	06	CA	Plumas		

7. Patrol Units (16-18)	8. Search and Rescue Missions			9. Property Stolen (25-30)		
	Hours (19-22)	No. (23-24)	Dollars	Dollars	Street Value	

10. Property Recovered (31-36)	11. Controlled Substances Seized (37-45)		
	Dollars	Dollars	Street Value

12. Record (1)	13. Number of Crimes Occurring on National Forest System Lands		
13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)	13d. Non-Coop Agreement Activities (21-23)

**PART I - FBI UNIFORM CRIME REPORTING**

01	Criminal Homicide		
02	Forcible Rape		
03	Robbery		
04	Aggravated Assault		
05	Burglary - Breaking or Entering		
06	Larceny - Theft (Except Motor Vehicle)		
07	Motor Vehicle - Theft		
08	Arson		

**PART II - FBI UNIFORM CRIME REPORTING**

09	Other Assaults (simple)		
10	Stolen Property by Buying, Receiving, Possessing		
11	Vandalism		
12	Weapons - Carry, Possessing		
13	Narcotic Drug Law		
14	Driving Under the Influence		
15	Liquor Laws		
16	Drunkenness		
17	Disorderly Conduct		
18	All Other Offenses		

**PART III - COOPERATOR ASSISTS**

19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:

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3A

## BOARD AGENDA REQUEST FORM

Department: Elections

Authorized Signature: Marcy DiMarino  
Board Meeting Date: 7-13-2021

Consent Agenda:  Yes  No

Request for \_\_\_\_\_ minutes for presentation  
(If a specific time is needed, please contact the Clerk of the Board directly.)

### Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Adopt Resolution authorizing the Plumas County Clerk to conduct a special tax election for the Long Valley Community Services District, consolidated with the Uniform District Election on November 2, 2021.

B. \_\_\_\_\_

C. \_\_\_\_\_

### Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

### If another department or the CAO is opposed to an agenda item, please indicate the objection:

#### Attached Documents:

Contracts/Agreements:

Three copies? (Y  )/N  )  
Signed? (Y  )/N  )

Budget Transfers Sheets:

Signed? (Y  )/N  )

Other: \_\_\_\_\_

#### Publication:

Clerk to publish on \_\_\_\_\_ .  Notice attached and e-mailed to Clerk.  
 Notice to be published \_\_\_\_\_ days prior to the hearing. \_\_\_\_\_  
(if a specific newspaper is required, enter name here.)  
 Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_\_.)  Copy of Affidavit Attached.

#### County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:  
Yes:  No:  Not Applicable:

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

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

A RESOLUTION AUTHORIZING THE COUNTY CLERK TO CONDUCT  
A SPECIAL TAX ELECTION WITHIN THE BOUNDARIES OF THE  
LONG VALLEY COMMUNITY SERVICES DISTRICT,  
FOR A SPECIAL TAX ELECTION  
TO BE HELD NOVEMBER 2, 2021

WHEREAS, on June 8, 2021, the Board of Directors of the Long Valley Community Services District has requested by Resolution #21-01, hereto attached as Exhibit "A", that the Plumas County Board of Supervisors authorize the Plumas County Clerk to conduct an election on November 2, 2021, for the purpose of funding fire protection and prevention services and emergency medical first response and to call an election thereon.

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

1. The Plumas County Clerk is authorized to conduct an election within the boundaries of the Long Valley Community Services District to be held on November 2, 2021, for the purpose of obtaining voter approval by a two-thirds majority vote of the following measure:

"Shall the Long Valley Community Services District of Plumas County be authorized to adopt an increase in the District's existing special tax for the sole purpose of funding the costs of providing fire protection and prevention, rescue services and emergency medical first response to the residents of the District, which increase shall be levied annually at a rate of \$170 for each taxable parcel of real property within the Long Valley Community Services District, and which will increase annually by an amount not to exceed 2%, with the annual proceeds from said increased tax in the estimated amount of \$ 39,780 to be used solely for purposes stated herein and as authorized by state and county laws governing the Long Valley Community Services District, subject to the following: (1) the proposed special tax increase will become effective beginning fiscal year 2022-23 and (2) the proposed increased special tax will be levied and collected in the same manner as Plumas County property taxes, with the proceeds to be deposited into a special account for the benefit of the District with the Plumas County Auditor's office; and (3) the proposed special tax increase officer for the District detailing the amounts of tax proceeds collected and expended as required by Government Code Sections 50075.1 and 50075.3; and (4) the duration of the proposed increase in the special tax shall be indefinite until modified or repealed?"

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

The Plumas County Clerk, Registrar of Voters is authorized to conduct an election within the boundaries of the Long Valley Community Services District with Vote by Mail ballots, including preparation and publication of all legal notices, preparation of official ballots, tabulation of votes, canvassing the returns and taking all other necessary steps required under state and local law in

## RESOLUTION – NO. 21-01

### **A RESOLUTION PROPOSING AN INCREASE IN THE SPECIAL TAX CURRENTLY COLLECTED FROM THE PARCEL OWNERS OF THE LONG VALLEY CSD AND REQUESTING THE PLUMAS COUNTY BOARD OF SUPERVISORS TO DIRECT THE PLUMAS COUNTY CLERK TO INCLUDE THIS SPECIAL TAX MEASURE IN THE UNIFORM DISTRICT ELECTION OF NOVEMBER, 2021.**

RESOLVED, by the Board of Directors of the Long Valley Community Services District (the "District") that:

WHEREAS, The Long Valley Community Services District was formed for the purpose of providing fire protection and prevention for its citizens;

WHEREAS, the California Health and Safety Code and Community Services District Law (Government Code section 66000 et seq.) gives community services districts the power to provide fire protection services, rescue services, emergency medical services, ambulance services, and any other services relating to the protection of lives and property;

WHEREAS, the California Health and Safety Code and Community Services District Law provides that a district board may increase revenues whenever the board determines that the amount of revenue available to the district is inadequate to meet the costs of providing services;

WHEREAS, the Long Valley Community Services District previously proposed and District voters adopted a special tax measure by a two-thirds vote on May 3, 2005 to levy a special tax on all parcels of real property within the District effective for the 2005-06 fiscal year and each fiscal year thereafter at rates varying from \$50-\$85 per vacant or residential parcel depending on size of parcel and \$35 for each additional residential structure on a parcel; \$.06 per square foot for parcels with structures or buildings in excess of 100 square feet used in a trade or business; and \$1.50 per each trailer space for parcels used as RV parks.

WHEREAS, the Board of Directors of the Long Valley Community Services District has determined that (1) the present and anticipated revenues of the District derived from this existing special tax and other District revenues are insufficient to fund a safe level of fire protection and suppression services; and (2) that the methodology used for levying the special tax should be simplified to reduce the administrative burden of computing and collecting the existing special tax. The District estimates that an increase in the amount

proceeds collected and expended as required by Government Code sections 50075.1 and 50075.3; and (4) the duration of the proposed increase in the special tax shall be indefinite until modified or repealed?"

2. The Board of Directors of the Long Valley Community Services District requests that the Plumas County Board of Supervisors direct the Plumas County Clerk to include this measure in the November 2, 2021 Uniform District Election. The County Clerk is authorized to recover expenses for the election services performed by advanced payment or reimbursement from the District.
3. In the event this revised special tax measure does not receive the required approval of two-thirds of the voters, then the current special tax structure and rates shall remain in effect.
4. The Board of Directors or its designee is hereby authorized to prepare and file with the Plumas County Elections Department a ballot argument in favor of the special tax measure, including a rebuttal argument, each within the time established by the Plumas County Elections Department, which shall be considered the official ballot arguments of this Board of Directors as the sponsor of this special tax measure. The Board of Directors is also authorized to prepare and distribute to District residents a Fact Sheet regarding the proposed special tax increase, the reasons therefore and proposed uses thereof, to assist District voters in considering the measure.
5. After sincere and thoughtful debate, this RESOLUTION was approved by the Board of Directors of the Long Valley Community Services District at a publicly noticed, regular board meeting on June 8, 2021, by the following vote:

AYES: 4

NOES: 0

ABSENT: 1

McDonald

Stephen McDonald, Chairman  
Long Valley CSD

ATTEST:

Alice Partier

Alice Partier, Sec/Treas.

Dan McDonald, Vice Chairman

Barbara Jean Castagnoli, Director

Greg Kneisel, Director

Jonathan Sprague, Director



**Keevin Allred**  
Chief Probation Officer

# County of Plumas

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



Phone: (530)283-6200  
FAX: (530)283-6165

DATE: June 8, 2021

TO: Honorable Board of Supervisors  
FROM: Keevin Allred, Chief Probation Officer  
SUBJECT: Adopt a Resolution for Juvenile Justice Coordinating Council

---

### **Recommendation:**

Adopt a resolution which: (1) Repeals Resolution No. 19-8425; and (2) appoints the following individuals to the Juvenile Justice Coordinating Council in accordance with Welfare & Institutions Code Section 749.22 (new or revised members are italicized): Keevin Allred, Chief Probation Officer; David Hollister, District Attorney; Jeff Engel-Chair, Board of Supervisors; Neal Caiazzo, Department of Social Services; Tony Hobson, Behavioral Health; Terry Oestreich, County Schools; To Be Determined, Community; Douglas Prouty, Juvenile Court Judge; Dana Loomis, Health Department; Todd Johns, Sheriff's Department; William Abramson, Public Defender.

### **Background and Discussion:**

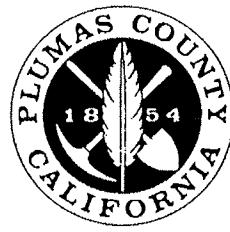
In 2005, the Board of Supervisors amended the Plumas County Resolution No. 97-6013 and the Juvenile Justice Coordinating Council (JJCC) ("Council") in order to be able to continue applying for the grant funding under the Juvenile Crime Enforcement and accountability Challenge Grant Program, codified at Welfare & Institutions Code Sections 749.2 et. seq. under Welfare & Institutions Code Section 749.22 (WI 749.22). Council is required to, at minimum, have the following members: (1) The Chief Probation Officer, as Chair; (2) A representative from the district Attorney's Office; (3) A representative from the Public Defender's Office; (4) A representative from the Sheriff's Office; (5) A representative from the Board of Supervisors; (6) A representative from the Department of Social Services; (7) A representative from the Department of Mental Health; (8) A representative from a community-based drug and alcohol program; (9) A representative from a City Police Department; (10) A representative from the County Office of Education or School District; (11) An at-large community representative; and (12) Representatives from non-profit community-based organizations providing services to minors.



**Keevin Allred**  
Chief Probation Officer

# County of Plumas

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



Phone: (530)283-6200  
FAX: (530)283-6165

The recommended appointments meet the requirement of WI Section 749.22. The Council will meet in a public meeting on a date to be determined to vote the recommended appointments from non-profit community based organizations providing services to minors.

Under WI Section 749.22, this Council is responsible for developing a comprehensive, multi-agency juvenile justice plan aimed at decreasing crime and delinquency among at-risk youth. In 2000, The State of California established the Juvenile Justice Crime Prevention Act Program ("JJCPA Program"). The JJCPA Program was created by the Crime Prevention Act of 2000 to provide a more stable state funding source for implementing a Juvenile Justice Plan ("Plan") developed by the Council. The Council is required to review annually the Plan and make modifications as necessary. As such, it is necessary for the Board to approve membership appointments to the Council. This will enable the Council to review the existing plan.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS  
APPOINTING MEMBERS TO THE JUVENILE JUSTICE COORDINATING COUNCIL  
AND REPEALING RESOLUTION NO. 19-8425**

**WHEREAS**, in 1996, Senate Bill 1760 established the Juvenile Crime Enforcement and Accountability Challenge Grant Program ("Challenge Grant Program") codified as Welfare & Institutions Code Sections 749.2 et seq.; and

**WHEREAS**, in order to be eligible to receive grants under the Challenge Grant Program, each county was required to establish a multi-agency Juvenile Justice Coordinating Council to develop a comprehensive, multi-agency juvenile justice plan ("Plan"); and

**WHEREAS**, Welfare & Institutions Code Section 749.22 identified the minimum membership for a Juvenile Justice Coordinating Council; and

**WHEREAS**, in 2000, the State of California established the Juvenile Justice Crime Prevention Act Program ("JJCPA Program"), codified at Government Code Section 30061, which is a state funding source for implementing a Plan developed by a local Juvenile Justice Coordinating Council; and

**WHEREAS**, Government Code Section 30061 (b)(4) requires the Plumas County Juvenile Coordinating Council to annually review and modify the Plan; and

**WHEREAS**, Government Code Section 30061 (b)(4) provides that the Plan shall be approved by the Board of Supervisors and submitted to the Board of State and Community Corrections; and

**WHEREAS**, by Resolution 19-8425, the Board of Supervisors appointed new members to the Plumas County Juvenile Justice Coordinating Council that met the requirements of Welfare & Institutions Code Section 749.22; and

**WHEREAS**, due to the fact that previous individuals appointed to the Plumas County Juvenile Justice Coordinating Council have had their memberships terminated by way of resignation or otherwise, it is necessary to appoint new members to the Plumas County Juvenile Justice Coordinating Council.

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

- (a) Appoints the Chief Probation Officer, Keevin Allred as the Chair of the Plumas County Juvenile Justice Coordinating Council; and,
- (b) Authorizes appointed Chief Probation Officer to submit and/or to sign Plumas County's Application for Approval for the County's Comprehensive Multi-agency Juvenile Justice Plan and related contacts, amendments, or extensions with the State of California, as approved by the Board of Supervisors; and,
- (c) Identifies the following representatives as members of the Plumas County Juvenile Justice Coordinating Council:

- A representative from the District Attorney's Office
- A representative from the Board of Supervisors
- A representative from Dept. of Social Services
- A representative from Behavioral Health Dept.
- A representative from County Office of Education
- An at-large community representative
- The Juvenile Court Judge
- A representative from Public Health Department
- A representative from the Sheriff's Department
- A representative selected by the Plumas County contract public defender attorneys

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of the County of Plumas in a meeting thereof held on July, 6, 2021 by the following vote:

**Ayes:**

**Noes:**

**Absent:**

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

Typed Name and Title: \_\_\_\_\_

**ATTEST:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

# 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 July 13, 2021 meeting of the Plumas County Board of Supervisors

July 1, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker position in the Chester Maintenance District, discussion and possible action.

A handwritten signature in blue ink that reads "John Mannle".

### Background:

There exists a vacancy for a Road Maintenance Worker in the Chester Road Maintenance District.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 20/21 budget of the Department of Public Works

The completed Critical Staffing Questionnaire and Departmental Organization Chart are attached.

### Recommendation:

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker position in the Chester Maintenance District.

Attachments: Critical Staffing Questionnaire  
Departmental Organization Chart

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

### **Public Works Maintenance Worker / Public Works Maintenance Division – Chester District**

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

**Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads and bridges in a safe condition for public use for all modes of travel 24/7/365.**

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

**The minimum crew size for the Chester area is 6. At least 2 personnel provide for traffic control during the majority of maintenance activities leaving just 4 personnel to perform the activity. Maintenance Workers are subject to 24-hour “call-out” for road related emergencies and snow removal.**

How long has the position been vacant?

**Vacant as of 06/01/2021.**

Can the Department use other wages until the next budget cycle?

**The Maintenance Division’s budget line item for wages in the 20/21 budget includes funds for this position.**

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

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

What core function will be impacted without filling the position prior to July 1?

**Providing adequate maintenance necessary component to keep County roads in the Chester Area in a safe condition for public use for all modes of travel.**

What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

**The negative fiscal impact will be the increase in the County’s liability due to inadequate maintenance of County roads in the Beckwourth Area.**

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? **None**

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

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

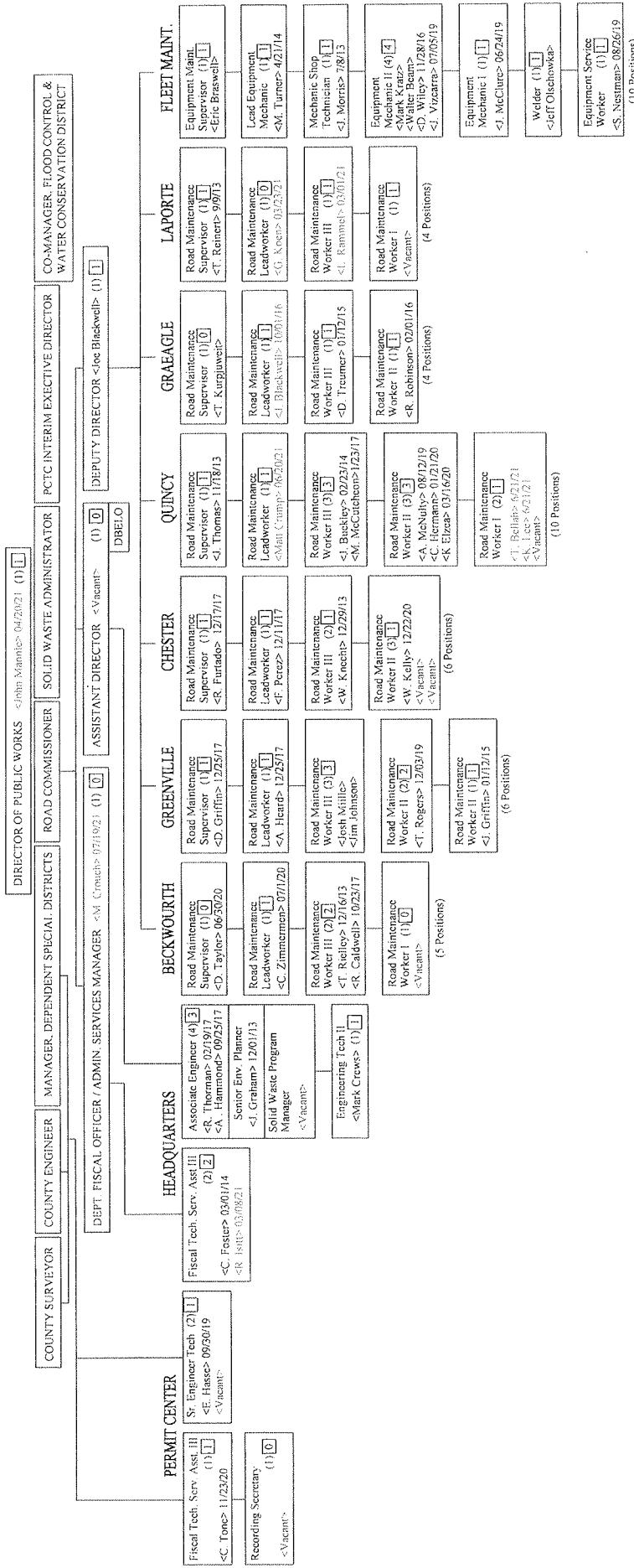
**No**

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

Does the department have a reserve?

**Yes – \$1,069,000.**

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS  
ORGANIZATION CHART



**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



3C2

**AGENDA REQUEST**

For the July 13, 2021 meeting of the Plumas County Board of Supervisors

July 1, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker position in the Quincy Maintenance District, discussion and possible action.

A handwritten signature in blue ink that reads "John Mannle".

**Background:**

There exists a vacancy for a Road Maintenance Worker in the Quincy Road Maintenance District.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 20/21 budget of the Department of Public Works

The completed Critical Staffing Questionnaire and Departmental Organization Chart are attached.

**Recommendation:**

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker position in the Quincy Maintenance District.

Attachments: Critical Staffing Questionnaire  
Departmental Organization Chart

CF

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

### Public Works Maintenance Worker / Public Works Maintenance Division – Quincy District

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

**Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads and bridges in a safe condition for public use for all modes of travel 24/7/365.**

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

**The minimum crew size for the Quincy area is 10. This crew is responsible for county-wide traffic painting, heavy equipment transport and supplementing other crews with personnel and equipment. Maintenance Workers are subject to 24-hour “call-out” for road related emergencies and snow removal.**

How long has the position been vacant?

**Vacant as of 05/27/2021.**

Can the Department use other wages until the next budget cycle?

**The Maintenance Division’s budget line item for wages in the 20/21 budget includes funds for this position.**

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

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

What core function will be impacted without filling the position prior to July 1?

**Providing adequate maintenance necessary component to keep County roads in the Quincy Area in a safe condition for public use for all modes of travel.**

What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

**The negative fiscal impact will be the increase in the County’s liability due to inadequate maintenance of County roads in the Quincy Area.**

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? **None**

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

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

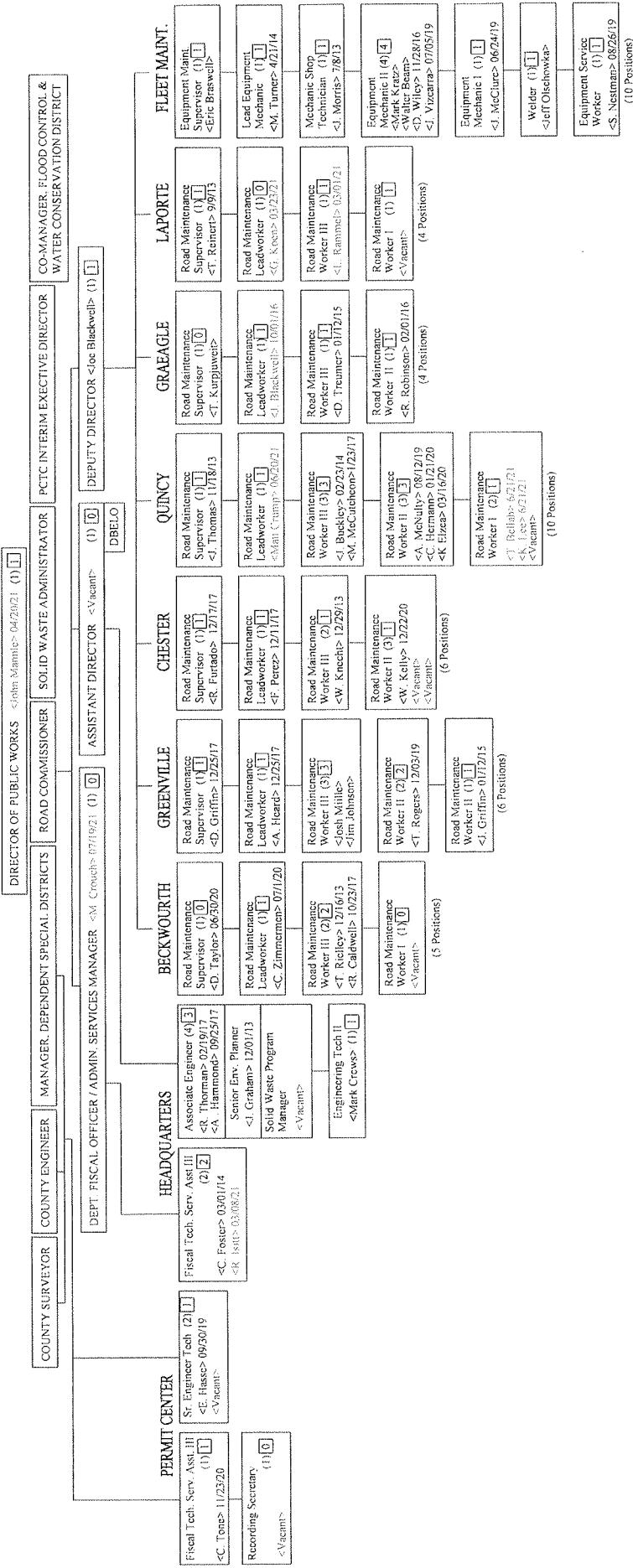
**No**

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

Does the department have a reserve?

**Yes – \$1,069,000.**

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS  
ORGANIZATION CHART



3C3

## 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 July 13, 2021 meeting of the Plumas County Board of Supervisors

Date: July 2, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: **Request Approval of Contract Change Order No. 5 (CCO #5) and Project Update for the Spanish Ranch Road Bridge Replacement project.**

A handwritten signature in blue ink that reads "John Mannle".

### BACKGROUND:

Public Works is seeking approval of a contract change order on the Spanish Ranch Road Bridge Replacement project. On March 10, 2020, the Board of Supervisors awarded a construction contract to McCuen Construction, Inc. in the base amount of \$1,873,566.63 for the Spanish Ranch Road Bridge Replacement Project in Meadow Valley. The scheduled project start was delayed from May 18, 2020 to August 20, 2020 due to California Department of Fish and Wildlife permit requirements invoked by the discovery of three endangered species (two different species of frogs and one bird) within the project site. This delay caused construction to continue through winter months requiring steel and concrete work in difficult cold weather conditions. The lack of rainfall allowed the detour road (culverted stream crossing) to remain in use until December 24, 2020. Overall, the project was able to keep the road open to traffic except for a few short term, full road closures.

The contractor, the consultant resident engineer and Department staff were able to adjust the work to deliver the project despite the delays due to the permit requirements. The project was substantially complete on April 2, 2021, however a few minor clean up items still have to be completed including removal of the construction area signs. Pacific Gas & Electric completed the relocation of their high voltage lines to their original alignment on April 27, 2021.

The project was a part of the Department's construction budget for FY 19/20 and FY 20/21 under Work Order #464 and is 100.00% reimbursable from the Highway Bridge Program (HBP) for all participating work items. The Final Report of Expenditures for the project will not be completed and submitted to Caltrans until late summer. That report will include all costs from preliminary engineering through construction. Construction engineering and utility relocation invoices are still pending.

This project was delivered within the programmed federal funding obligated by the Federal Highway Bridge Program and the Highway Improvement Program managed by Caltrans' Local Assistance. The estimated final construction costs are listed below:

Request Approval of Contract Change Order No. 5 (CCO #5) for the

Spanish Ranch Road Bridge Replacement Project

July 13, 2021

Page 2

\$1,873,566.63	Contract Award Amount
\$2,007,543.86	Revised Current Final Construction Contract Cost (Estimated)
\$133,977.23	Total Change
\$2,155,275.00	Programmed Federal funds for Construction Contract items including contingency
\$ 147,731.14	Remainder of Programmed Federal funds including contingency

The Department has a Board-delegated change order authority that is calculated based upon the awarded contract amount per the instructions on the attached Resolution 03-6887. The resolution allows the Department to make change orders when the Director deems them necessary and implement them in a timely manner. These change orders still require review by County Counsel and approval and signature by both the County Administrator and the Chair of the Board of Supervisors. The delegated authority simply allows for approval without the need to schedule a Board agenda item. This can save as much as 2-3 weeks in implementing a change and providing timely payment for the work to the contractor. For this construction contract:

\$1,873,566.63	Contract Award Amount
\$ 106,178.33	Department CCO Authority per Resolution #03-6887
\$133,977.23	Total Requested Change (CCO's #1 through #5)

Contract change order #5 (CCO #5) is for \$29,226.28 and reimburses the contractor for additional costs labor and equipment for steel and concrete work during the cold weather period (November 9, 2020 through December 24, 2020). CCO #5 requires Board approval per Resolution 03-6887. Contract change orders #1 through #4 were approved under the Department's delegated change order authority.

## **RECOMMENDATIONS:**

The Director of Public Works respectfully recommends that the Board of Supervisors vote to approve Contract change order #5 for the Spanish Ranch Road Bridge Replacement Project in Meadow Valley, Plumas County, and authorize the Cahir to execute it in the amount of Twenty-nine Thousand Two Hundred Twenty-six Dollars and Twenty-eight cents (\$29,226.28), previously approved by County Counsel as to Form.

Attachment: Res. 03-6887 Delegated Contract Change Order Authority  
Contract Change Orders No 1. through No. 5, in reverse order.

RESOLUTION NO. 03- 6887

Change Order Authority for the Public Works Director

WHEREAS, the Public Works Department becomes involved with many improvement contracts for various County projects;

WHEREAS, from time to time these projects require that change orders be administrated;

WHEREAS, the administration of these change orders can be time consuming and potentially delaying to the projects;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors will delegate its change order approval to the Director of Public Works or the County Engineer for projects under his/her budget authority conforms to Sections 20142 and 20385 of the Public Contract Code. Specifically, The extra cost to the County for any change or addition to the work so ordered shall not exceed \$5,000 when the total amount of the original contract does not exceed \$50,000, nor 10% of the amount of any original contract that exceeds \$50,000, but does not exceed \$250,000. For contracts in excess of \$250,000, the allowable change shall not exceed \$25,000 plus 5% of the original contract cost in excess of the \$250,000. In no event shall the change or alteration exceed \$150,000. These amounts are to be per project not per change or addition request.

The Public Works Director shall seek the concurrence of the County Administrative Officer and County Counsel before approving any change orders.

The Board of Supervisors shall receive a letter addressing the issues and the action taken.

This Resolution does not preclude the Public Works Director from bringing change order recommendations to the Board of Supervisors for approval.

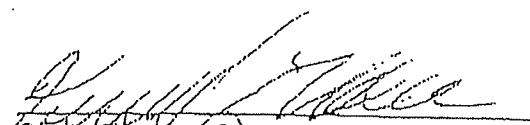
Upon completion of the project, a summary of the change orders shall be brought to the Board with the request to file a Notice of Completion on each contracted project.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of the Board held on the 8<sup>th</sup> day of July, 2003, by the following vote:

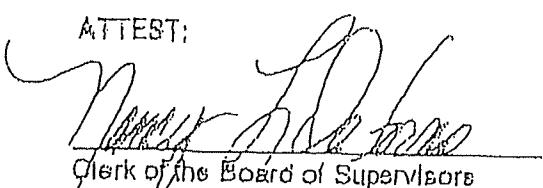
AYES: SUPERVISORS: Dennison, Meacher, Olsen and Nelson

NOES: SUPERVISORS: None

ABSTAIN/ABSENT: SUPERVISORS: Pearson

  
Jeff H. Hines  
Chair, Board of Supervisors

ATTEST:

  
Nancy L. Pearson  
Clerk of the Board of Supervisors

COUNTY OF PLUMAS – DEPARTMENT OF PUBLIC WORKS  
**CHANGE ORDER MEMORANDUM**  
 CEM-4903 (REV. 06/2019)

DATE: May 20, 2021

TO Jeff Engel, Chair, Board of Supervisors			FILE Spanish Ranch Road Bridge Replacement Project BRLO-5909(080)
FROM John Mannie, Director of Public Works			CONTINGENCY BALANCE (Including this change) \$ 147,731.14 Current Delegated CCO Authority Balance (Including this change) \$ 1,427.38
CHANGE ORDER NO. 5	SUPPLEMENT NO. 0	CATEGORY CODE	BOARD OF SUPERVISORS APPROVAL REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
CHANGE ORDER AMOUNT \$ 29,226.83      Increase <input checked="" type="checkbox"/> Decrease <input type="checkbox"/>			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
SUPPLEMENTAL FUNDS PROVIDED \$ N/A			

This Change Order Provides for:

Compensating the contactor for Remove County-supplied K-rail – force account labor, equipment, and material to remove k-rail from the bridge deck and load onto County transport vehicle.

Contractor incurred additional costs over the original estimate for constructing concrete pavement under CCO #4. The total increase over the amount approved on CCO #4. The Engineer deducts the costs of the labor involved with the Project Manager and Office Staff as those activities are included in the standard mark-up for labor allowed under the Standard Specifications

Compensating the contractor for additional cost of working in cold weather conditions due to delays caused by the finding of endangered species within the project work limits. The scheduled project start was delayed from May 18, 2020 to August 20, 2020 thus pushing labor intensive bridge work into unfavorable cold weather conditions during winter months (November 9, 2020 through December 24, 2020 causing lack of production in labor).

**Summary of Cost**

Remove County-supplied K-rail	= + \$ 3,084.86
Additional costs for constructing concrete pavement under CCO#4	= + \$ 8,182.80
Additional costs for constructing bridge during winter months	= + \$ 17,958.62

Total Cost of Change Order = + \$ 29,226.28

This contract change order will not affect contract time, therefore, provides for no adjustment in time of completion.

CONCURRED BY	ESTIMATE OF COST      +\$ 29,226.28	
COUNTY DIRECTOR John Mannie	ITEMS	\$ 0.00
	FORCE ACCOUNT	\$ 3,084.86
	AGREED PRICE	\$ 26,141.42
	ADJUSTMENT	\$ 0.00
	TOTAL	\$ 29,226.28
	<b>FEDERAL PARTICIPATION</b>	
<input checked="" type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (Maintenance) <input type="checkbox"/> NON PARTICIPATING		
<b>FEDERAL SEGREGATION (If more than one funding source or P.I.P. type)</b>		
<input checked="" type="checkbox"/> CHANGE ORDER FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS		
FEDERAL FUNDING SOURCE		PERCENT
HBP		100%

**CONTRACT CHANGE ORDER**

Sheet 1 of 1

Change Requested by:	<input checked="" type="checkbox"/>	County	<input checked="" type="checkbox"/>	Contractor
CCO No. 5	Suppl. No. 0	Contract No. PWRD20-016	Project Spanish Ranch Road Bridge Replacement on C.R. #413	Federal Project Number: BRLO-5909(080)

**To McCuen Construction, Inc., Contractor**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. NOTE: This change order requires approval from Caltrans Local Assistance:  Yes  No

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

- 1) Remove County-supplied K-rail – force account labor, equipment, and material to remove k-rail from the bridge deck and load onto County transport vehicle.

**Compensation by Force Account:**

Remove K-Rail: ..... \$3,084.86

- 2) Contractor incurred additional costs over the original estimate for constructing concrete pavement under CCO #4. The total increase over the amount approved on CCO #4 was \$10,317.92. The Engineer deducts the costs of the labor involved with the Project Manager and Office Staff as those activities are included in the standard mark-up for labor allowed under the Standard Specifications.  $\$10,317.92 - \$2,135.12 = \$8,182.80$

**Adjustment in Compensation at Agreed Lump Sum Price:**

Adjustment for increase in costs of Furnish Concrete Paving: ..... \$8,182.80

- 3) Compensating the contractor for additional cost of working in cold weather conditions due to delays caused by finding endangered species within the project site. The scheduled project duration was delayed from May 18, 2020 to August 20, 2020 thus pushing labor intensive bridge work into unfavorable cold weather conditions during winter months (November 9, 2020 through December 24, 2020 causing lack of production in labor).

The additional compensation will be paid for as a payment adjustment at force account compensating for 1 hour per day, 12.5% of duration on days of below anticipated temperatures defined as Lows below 30 degrees and highs below 50 degrees on same day.

**Adjustment in Compensation at Agreed Lump Sum Price:**

Adjustment for increase in costs of construction during adverse winter conditions caused by delays due to the presence of endangered species during summer months: ..... \$17,958.62

**Total Increase in Cost at Agreed Prices..... \$29,226.31**

The agreed price constitutes full and complete compensation for providing all labor, material, equipment, tools, including all markups by reason of this change.

No adjustment of contract time will be made.

Estimated Cost:  Decrease

28  
\$29,226.31 *Mannle*

By reason of this order the time of completion will be adjusted as follows: **Zero Days**

Submitted by

SIGNATURE

*Steve Elkins*

Digitally signed by Steve  
Elkins, RE

(PRINT NAME & TITLE)

DATE

Approval Recommended by

SIGNATURE

*John Mannle*

(PRINT NAME & TITLE)

DATE

**John Mannle, Director**

*6/28/21*

Approval by

SIGNATURE

(PRINT NAME & TITLE)

DATE

Chair, Board of Supervisors

SIGNATURE

(PRINT NAME & TITLE)

DATE

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

County Counsel Approval As To Form

SIGNATURE

(PRINT NAME & TITLE)

DATE

**Gretchen Stuhr, County Counsel**

*6/28/2021*

We the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information written the time specified.**

Contractor Acceptance by McCuen Construction, Inc.

SIGNATURE

*WB*

(PRINT NAME & TITLE)

**William Broad VP of Operations**

DATE

*07.1.2021*

**CHANGE ORDER MEMORANDUM**  
CEM-4903 (REV. 06/2019)

DATE: February 2, 2021

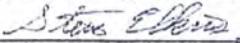
TO Bob Perreault, Director			FILE Spanish Ranch Road Bridge Replacement Project Contract No. PWRD20-016, Fed. No. BRLO-5909(080)
FROM Steve Elkins, Resident Engineer			CONTINGENCY BALANCE (Including this change) \$
CHANGE ORDER NO. 4	SUPPLEMENT NO. 0	CATEGORY CODE	BOARD OF SUPERVISORS APPROVAL REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
CHANGE ORDER AMOUNT \$ 13,765.11			INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>
SUPPLEMENTAL FUNDS PROVIDED \$ N/A			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

This Change Order Provides for:

Compensating the Contractor for additional work performed to maintain the Calif. Dept. of Fish and Wildlife directives in the new ITP permit, which was not covered in Contract Change Order 3. The additional work includes frog monitoring by the Contractor's Biologist, placing and curing concrete in cold weather conditions, and constructing the roadway approaches with concrete pavement in lieu of HMA pavement because it's too cold for asphalt. This change also authorizes the Contractor to accelerate the critical items of work to expedite the project to get out of the creek bed before inclement weather causes the project to go into winter suspension. The Engineer will authorize any acceleration work and will cover the cost of premium time worked. The cost of this change will be compensated by extra work at force account, as it would not be possible to accurately determine the cost of the work in advance.

The Cost of Change Order is estimated at \$13,765.11

This contract change order will delay the contract by an estimated 20 days, therefore, the number of working days will increase from 120 days to 140 working days.

CONCURRED BY	ESTIMATE OF COST + \$ 13,765.11		
COUNTY ASSISTANT DIRECTOR John Mannle	DATE 1/26/2021	THIS REQUEST	TOTAL TO DATE
COUNTY DIRECTOR Bob Perreault	DATE 1/26/2021	\$ -156,609.84	\$ -156,609.84
PROJECT MANAGER- QUINCY ENGR. INC Leland Mason, PE	DATE 1/26/2021	FORCE ACCOUNT	\$ 170,374.95
		AGREED PRICE	\$ 0.00
		ADJUSTMENT	\$ 0.00
		TOTAL	\$ 13,765.11
FEDERAL PARTICIPATION			
<input checked="" type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (Maintenance) <input type="checkbox"/> NON PARTICIPATING			
FEDERAL SEGREGATION (If more than one funding source or P.I.P type)			
CHANGE ORDER FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS <input type="checkbox"/>			
FEDERAL FUNDING SOURCE PERCENT			
RESIDENT ENGINEER SIGNATURE 	Digitally signed by Steve Elkins, RE		

**CONTRACT CHANGE ORDER**

Sheet 1 of 7

				Change Requested by:	<input checked="" type="checkbox"/> County	<input type="checkbox"/> Contractor
CCO No.	Suppl. No.	Contract No.	Project			
4	0	PWRD20-016	Spanish Ranch Road Bridge Replacement on C.R. #413			

**To McCuen Construction, Inc., Contractor**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. NOTE: This change order requires approval from Caltrans Local Assistance:  Yes  No

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.)  
The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

In accordance with Section 4-1.05, "Changes and Extra Work" of the Standard Specifications, provide additional work associated with environmental delays adhering to the requirements of the CAFW Incidental Take Permit, as authorized by the Engineer. Additional work includes authorized environmental work, additional costs of constructing and protecting concrete constructed in cold weather, and daily biological inspections not paid for under Contract Change Order 3. Work additional hours to accelerate various items of work as authorized by the Engineer, for which the premium time will be paid to the Contractor. Furnish and install bearing pads at Pier 2, as specified for the abutments. Place temporary K-Rail along the edge of deck to allow traffic on the new bridge while completing work in the creek. Construct the roadway approaches to the bridge approach slab in accordance with the details on Sheets 4 and 5 of this change order, and in accordance with Sheet P1, "Jointed Plain Concrete Pavement New Construction" of the Standard Plans, and the applicable Standard Specifications. Use mix design No. WC688(R20), as used in the bridge approach slabs.

**Estimate of Extra Work at force Account:**

Construct a Concrete Roadway Approach ..... \$100,698.65

**Estimate of Extra Work at force Account:**

Provide work associated with environmental delays ..... \$21,422.30

**Estimate of Extra Work at force Account:**

Protect new structural concrete with heaters and blankets ..... \$18,703.69

**Estimate of Extra Work at force Account:**

Provide a Biologist in accordance with the CAFW ITP Permit (Nov. & Dec.) ..... \$17,494.40

**Estimate of Extra Work at force Account:**

Furnish and install bearing pads at Pier 2 ..... \$4,743.29

**Estimate of Extra Work at force Account:**

Place temporary K-rail along the edge of deck ..... \$4,702.62

**Estimate of Extra Work at force Account:**

Provide winter mix concrete ..... \$2,610.00

**Estimated Cost of Extra Work at Force Account..... \$170,374.95**

**CONTRACT CHANGE ORDER**

Sheet 2 of 7

Change Requested by:



County



Contractor

CCO No.	Suppl. No.	Contract No.	Project	Federal Project Number:
4	0	PWRD20-016	Spanish Ranch Road Bridge Replacement on C.R. #413	BRLO-5909(080)

**To McCuen Construction, Inc., Contractor**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. NOTE: This change order requires approval from Caltrans Local Assistance:  Yes  No

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

The following contract items will be reduced by part or all of the Engineer's Estimate. In accordance with Section 9-1.06D, "Eliminated Items", of the Standard Specifications, eliminate Contract Items: #14, "Temporary Hydroseed"; #19, "Temporary Construction Entrance"; #23, "Cold Plane Asphalt Concrete Pavement"; #32, "Class 4 Aggregate Subbase"; #34, "Hot Mix Asphalt (Type A)"; #37, "Seal Course Concrete"; #51, "Vegetation Control (Minor Concrete)"; & #56, "Paint Traffic Stripe (2-Coat)", as this work will no longer be necessary because of the changes caused by the environmental delay.

**Decrease in Item at Contract Price:**

Item #6, Channelizer (Surface Mounted), 8 EA @ \$31.08.....	(-\$248.64)	(-30.8%)
Item #7, Flashing Beacon (Portable), 4 EA @ \$49.95.....	(-\$199.80)	(-66.7%)
Item #14, Temporary Hydroseed, 410 SQYD @ \$6.66.....	(-\$2,730.60)	(-100%)
Item #16, Temporary Fiber Roll, 500 LF @ \$8.70.....	(-\$4,350.00)	(-49.0%)
Item #17, Temporary Rock Slope Protection (Light, Method B), 10 CY @ \$150.96.....	(-\$1,509.60)	(-38.5%)
Item #18, Temporary Silt Fence, 58 LF @ \$11.32.....	(-\$656.56)	(-26.4%)
Item #19, Temporary Construction Entrance, 1 EA @ \$2,053.50.....	(-\$2,053.5)	(-100%)
Item #23, Cold Plane Asphalt Pavement, 320 SQYD @ \$33.30.....	(-\$10,656.00)	(-100%)
Item #32, Class 4 Aggregate Subbase, 100 CY @ \$75.02.....	(-\$7,502.00)	(-100%)
Item #34, Hot Mix Asphalt (Type A), 140 TON @ \$230.88.....	(-\$32,323.20)	(-100%)
Item #37, Seal Course Concrete, 74 CY @ \$192.03.....	(-\$14,210.22)	(-100%)
Item #1AD48, Rock Slope Protection, (½ T, Method B), 336.8 CY @ \$105.45.....	(-\$35,515.56)	(-50.5%)
Item #1AD49, Rock Slope Protection, (No. 1, Method B), 213.60 CY @ \$128.76.....	(-\$27,503.14)	(-83.8%)
Item #50, Rock Slope Protection Fabric (Class 8), 206.30 SQYD @ \$13.32.....	(-\$2,747.92)	(-50.3%)
Item #51, Vegetation Control (Minor Concrete), 190 CY @ \$83.25.....	(-\$15,817.50)	(-100%)
Item #56, Paint Traffic Stripe (2-Coat), 1,000 LF @ \$3.89.....	(-\$3,890.00)	(-100%)
<b>Total Decrease in Items at Item Price.....</b>	<b>\$161,914.24</b>	

The quantity decreases shown for the bid items above when combined with the quantity shown in the bid item list shall be the final quantity for which payment will be made. No adjustments to the contract item prices will be made.

**CONTRACT CHANGE ORDER**

Sheet 3 of 7

CCO No.	Suppl. No.	Contract No.	Project	Change Requested by:	<input checked="" type="checkbox"/> County	<input type="checkbox"/> Contractor
4	0	PWRD20-016	Spanish Ranch Road Bridge Replacement on C.R. #413	Federal Project Number:	BRLO-5909(080)	

**To McCuen Construction, Inc., Contractor**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. NOTE: This change order requires approval from Caltrans Local Assistance:  Yes  No

Description of work to be done, estimate of quantities and prices to be paid (Segregate between additional work at contract price, agreed price and force account.)  
The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

Estimated Cost of Extra Work at Force Account Not to Exceed..... \$170,374.95

Anticipated Contract Item Over Run..... \$5,304.40

Total Decrease in Items at Item Price..... -\$161,914.24

Total Increase in Cost..... \$13,765.11

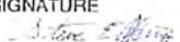
**Time Adjustment:**

Twenty additional working days will be added to the contract for constructing the Jointed Plain Concrete Pavement.

Estimated Cost:  Decrease  Increase \$13,765.11

By reason of this order the time of completion will be adjusted as follows: 20 Days

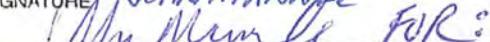
## Submitted by

SIGNATURE 	(PRINT NAME & TITLE) Steve Elkins, Resident Engineer	DATE 2-2-2021
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## Approval Recommended by

SIGNATURE 	(PRINT NAME & TITLE) John Mannle, Assistant Director	DATE 2/2/21
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## Approval by

SIGNATURE 	(PRINT NAME & TITLE) Robert Perreault, Director	DATE
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## County Administrator

SIGNATURE 	(PRINT NAME & TITLE) Gabriel Hydrick	DATE 2/10/21
--	---	-----------------

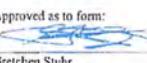
## County Counsel Approval As To Form

SIGNATURE	(PRINT NAME & TITLE)	DATE

We the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information written the time specified.

## Contractor Acceptance by McCuen Construction, Inc.

SIGNATURE <b>William H Broad</b>	(PRINT NAME & TITLE) William Broad VP of Operations	DATE 2.2.2021
Digitally signed by William H Broad DN: C=US, E=willbroad@mcuenconstruction.com, O=McCuen Construction Inc, OU=PM, CN=William H Broad Date 2021.02.02 13:11:00-08'00'		

Approved as to form:  
  
Gretchen Stuhr  
Plumas County Counsel

2/10/2021

## CHANGE ORDER MEMORANDUM

CEM-4903 (REV. 06/2019)

DATE: October 1, 2020

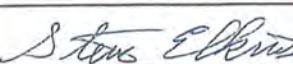
TO Bob Perreault, Director			FILE Spanish Ranch Road Bridge Replacement Project Contract No. PWRD20-016, Fed. No. BRLO-5909(080)
FROM Steve Elkins, Resident Engineer			CONTINGENCY BALANCE (Including this change) \$
CHANGE ORDER NO. 3	SUPPLEMENT NO. 0	CATEGORY CODE	BOARD OF SUPERVISORS APPROVAL REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
CHANGE ORDER AMOUNT \$ 50,000.00			Increase <input checked="" type="checkbox"/> Decrease <input type="checkbox"/>
SUPPLEMENTAL FUNDS PROVIDED \$ N/A			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

This Change Order Provides for:

Compensating the Contactor for work performed to maintain the Calif. Dept. of Fish and Wildlife directives in the new ITP permit. Contract Change Order #2 paid the contractor for additional cost incurred prior to receiving the new permit. This change will pay for future costs to fulfill the new requirements of the permit. One of the new requirements is that an approved Biologist must be on the job site to ensure that no protected frogs are harmed while working in the creek bed. The Biologist is the only person allowed to catch frogs and relocate them upstream. Frog barrier fencing is required to be placed around the perimeter of the job site. This change also authorizes the Contractor to accelerate the critical items of work to expedite the project to get out of the creek bed before inclement weather causes the project to go into winter suspension. The Engineer will authorize any acceleration work and will cover the cost of premium time worked. The cost of this change will be compensated by extra work at force account, as it would not be possible to accurately determine the cost of the work in advance.

The Cost of Change Order is estimated at \$50,000.00

This contract change order will not affect contract time, therefore, provides for no adjustment in time of completion.

CONCURRED BY		ESTIMATE OF COST + \$50,000.00	
COUNTY ASSISTANT DIRECTOR John Mannle		DATE 8/17/2020	THIS REQUEST \$ 0.00      TOTAL TO DATE \$ 0.00
COUNTY DIRECTOR Bob Perreault		DATE 8/17/2020	ITEMS \$ 50,000.00      FORCE ACCOUNT \$ 50,000.00
PROJECT MANAGER- QUINCY ENGR, INC. Leland Mason, PE		DATE 8/17/2020	AGREED PRICE \$ 0.00      ADJUSTMENT \$ 0.00
			TOTAL \$ 50,000.00      \$ 50,000.00
FEDERAL PARTICIPATION			
<input checked="" type="checkbox"/> PARTICIPATING      PARTICIPATING IN PART      NONE <input type="checkbox"/> NON-PARTICIPATING (Maintenance)      NON PARTICIPATING			
FEDERAL SEGREGATION (If more than one funding source or P.I.P. type)			
<input type="checkbox"/> CHANGE ORDER FUNDED PER CONTRACT      CCO FUNDED AS			
FEDERAL FUNDING SOURCE      PERCENT			
 Steve Elkins <small>Digitally signed by Steve Elkins, RE</small>			

## CONTRACT CHANGE ORDER

Sheet 1 of 1

Change Requested by:



County



Contractor

CCO No.	Suppl. No.	Contract No.	Project	Federal Project Number:
3	0	PWRD20-016	Spanish Ranch Road Bridge Replacement on C.R. #413	BRLO-5909(080)

To McCuen Construction, Inc., Contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. NOTE: This change order requires approval from Caltrans Local Assistance:  Yes  No

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.)  
The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

In accordance with Section 4-1.05, "Changes and Extra Work" of the Standard Specifications, provide additional work associated with the discovery of protected species within the job site as authorized by the Engineer. Additional work includes authorized environmental work from August 24, 2020 to contract acceptance, and daily biological inspections beginning August 18, 2020 at a rate of \$568.00 per day, including travel and subsistence. Work additional hours to accelerate various items of work as authorized by the Engineer, for which the premium time will be paid to the Contractor.

Extra Work at force Account:

Provide additional work associated with additional environmental requirements .....\$25,000.00

Extra Work at force Account:

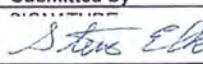
Accelerate the various items of work to expedite the work .....\$25,000.00

Estimated Cost of Extra Work at Force Account..... \$50,000.00

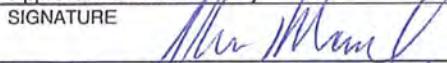
No adjustment of contract time will be made.

Estimated Cost:  Decrease  Increase \$50,000.00By reason of this order the time of completion will be adjusted as follows: **Zero Days**

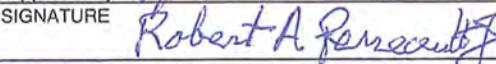
Submitted by

	Digitally signed by Steve Elkins, RE	(PRINT NAME & TITLE)	DATE
		Steve Elkins, Resident Engineer	10-1-2020

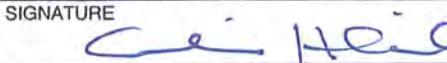
Approval Recommended by

	SIGNATURE	(PRINT NAME & TITLE)	DATE
		John Mann, Assistant Director	10/23/20

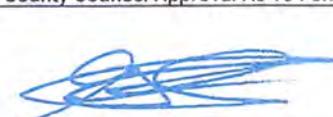
Approval by

	SIGNATURE	(PRINT NAME & TITLE)	DATE
		Robert Perreault, Director	10/23/2020

County Administrator

	SIGNATURE	(PRINT NAME & TITLE)	DATE
		Gabriel Hydrick	10/27/20

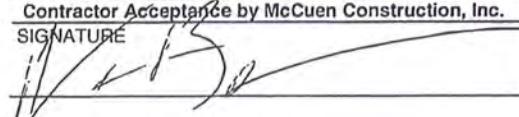
County Counsel Approval As To Form

	(PRINT NAME & TITLE)	DATE
	Gretchen Stuhr	10/22/2020

Deputy County Counsel III

We the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information written the time specified.

Contractor Acceptance by McCuen Construction, Inc.

	SIGNATURE	(PRINT NAME & TITLE)	DATE
		William Broad VP of Operations	10.5.2020

**CHANGE ORDER MEMORANDUM**  
CEM-4903 (REV. 06/2019)

DATE: September 1, 2020

TO Bob Perreault, Director			FILE Spanish Ranch Road Bridge Replacement Project BRLO-5909(080)
FROM Steve Elkins, Resident Engineer			CONTINGENCY BALANCE (Including this change) \$
CHANGE ORDER NO. 2	SUPPLEMENT NO. 0	CATEGORY CODE	BOARD OF SUPERVISORS APPROVAL REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
CHANGE ORDER AMOUNT \$ 27,102.76			Increase <input checked="" type="checkbox"/> Decrease <input type="checkbox"/>
SUPPLEMENTAL FUNDS PROVIDED \$ N/A			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

This Change Order Provides for:

Compensating the Contractor for work performed in order to keep the project moving forward while waiting for an Incidental Take Permit from the Calif. Dept. of Fish and Wildlife, after discovering a protected Foothill Yellow Legged Frog. The permit took two months longer than the agency estimated to sign and issue. The extended permit process caused additional costs to the contractor including demobilization and remobilizing of equipment and material, preventing other species from nesting on the bridge and in the trees, attended meetings, planning and preparing work strategies and schedules for alternative methods to proceed. The contractor had to adjust to changes in strategies several times while as the permit process persisted.

The delay to the project prompted eliminating two contract items that would no longer be necessary. The temporary lighting system and the temporary pavement on the detour road was eliminated because of a short duration needed for those items.

**Summary of Cost**

Eliminate Item #8, "Temporary Lighting System"	= - \$ 10,633.80
Eliminate Item #11, "Temporary Detour Road Hot Mix Asphalt (Type A)"	= - \$ 36,763.20
Additional cost during the three months waiting for an ITP Permit.	= + \$ 74,499.76
Total = + \$ 27,102.76	

Total Cost of Change Order = + \$ 27,102.76

This contract change order will not affect contract time, therefore, provides for no adjustment in time of completion.

CONCURRED BY		ESTIMATE OF COST	+ \$ 27,102.76
		THIS REQUEST	TOTAL TO DATE
COUNTY ASSISTANT DIRECTOR John Mannle	DATE 8/17/2020	ITEMS \$ -47,397.00	\$ -47,397.00
COUNTY DIRECTOR Bob Perreault	DATE 8/17/2020	FORCE ACCOUNT \$ 0.00	\$ 0.00
PROJECT MANAGER- QUINCY ENGR. INC Leland Mason, PE	DATE 8/17/2020	AGREED PRICE \$ 0.00	\$ 0.00
		ADJUSTMENT \$ 74,499.76	\$ 74,499.76
		TOTAL \$ 27,102.76	\$ 27,102.76
FEDERAL PARTICIPATION			
<input checked="" type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (Maintenance) <input type="checkbox"/> NON PARTICIPATING			
FEDERAL SEGREGATION (If more than one funding source or P.I.P. type)			
<input type="checkbox"/> CHANGE ORDER FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS			
FEDERAL FUNDING SOURCE		PERCENT	
RESIDENT ENGINEER SIGNATURE <i>Steve Elkins</i>		Digitally signed by Steve Elkins, RE	

County of Plumas – Department of Public Works  
**CONTRACT CHANGE ORDER**

Sheet 2 of 2

CCO No.	Suppl. No.	Contract No.	Project	Change Requested by:	<input type="checkbox"/> County	<input checked="" type="checkbox"/> Contractor
2	0	PWRD20-016	Spanish Ranch Road Bridge Replacement on C.R. #413	Federal Project Number:	BRLO-5909(080)	

To **McCuen Construction, Inc., Contractor**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. NOTE: This change order requires approval from Caltrans Local Assistance:  Yes  No

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.)  
The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

Total Increase in Cost ..... \$27,102.76

The agreed lump sum price constitutes full and complete compensation for providing all labor, material, equipment, tools, including all markups by reason of this change. No adjustments to Item #8 or Item #11 will be made by reason of this change.

No adjustment of contract time will be made.

Estimated Cost:  Decrease  Increase \$27,102.76

By reason of this order the time of completion will be adjusted as follows: Zero Days

Submitted by

SIGNATURE	Digitally signed by Steve Elkins, RE	(PRINT NAME & TITLE)	Steve Elkins, Resident Engineer	DATE
				9-1-2020

Approval Recommended by

SIGNATURE		(PRINT NAME & TITLE)	John Mannie, Assistant Director	DATE
				9/3/20

Approval by

SIGNATURE	Robert A Perreault	(PRINT NAME & TITLE)	Robert Perreault, Director	DATE
				9/11/2020

County Administrator

SIGNATURE	Gabriel Hydrick	(PRINT NAME & TITLE)	Gabriel Hydrick	DATE
				9/11/20

County Counsel Approval As To Form

SIGNATURE	Gretchen Stuhr	(PRINT NAME & TITLE)	Gretchen Stuhr Deputy County Counsel	DATE
				9/10/2020

We the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information written the time specified.

Contractor Acceptance by McCuen Construction, Inc.

SIGNATURE	William Broad	(PRINT NAME & TITLE)	William Broad VP of Operations	DATE
				9.2.2020

County of Plumas – Department of Public Works  
**CONTRACT CHANGE ORDER**

Sheet 1 of 2

Change Requested by:	<input type="checkbox"/> County	<input checked="" type="checkbox"/> Contractor
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CCO No.	Suppl. No.	Contract No.	Project	Federal Project Number:
2	0	PWRD20-016	Spanish Ranch Road Bridge Replacement on C.R. #413	BRLO-5909(080)

To McCuen Construction, Inc., Contractor

*You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. NOTE: This change order requires approval from Caltrans Local Assistance:*  Yes  No

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account)  
The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

In accordance with Section 4-1.05, "Changes and Extra Work" of the Standard Specifications, compensation will be made to the contractor for cost associated with delays while the county obtained an Incidental Take Permit (ITP) from the California Department of Fish and Wildlife. This change covers contractor costs through and including August 21<sup>st</sup>, not including implementing the frog relocating plan.

In accordance with Section 9-1.06D, "Eliminated Items", of the Standard Specifications, eliminate Contract Items #8, "Temporary Lighting System", and #11, "Temporary Detour Road Hot Mix Asphalt (Type A)", as this work will no longer be necessary because of the changes caused by the environmental delay.

**Adjustment in Compensation at Agreed Lump Sum Price:**

Environmental IPT Permit Delay.....\$74,499.76

**Decrease in Item at Contract Price:**

Item #8, Temporary Lighting System, 1Ea. @ \$10,633.00.....(-\$10,633.80) (-100%)

**Decrease in Item at Contract Price:**

Item #11, Temporary Detour Road Hot Mix Asphalt (Type A), 180 Tons @ \$204.24....(-\$36,763.20) (-100%)

## CHANGE ORDER MEMORANDUM

CEM-4903 (REV. 06/2019)

DATE: August 28, 2020

TO Bob Perreault, Director			FILE Spanish Ranch Road Bridge Replacement Project BRLO-5909(080)
FROM Steve Elkins, Resident Engineer			CONTINGENCY BALANCE (Including this change) \$
CHANGE ORDER NO. 1	SUPPLEMENT NO. 0	CATEGORY CODE	BOARD OF SUPERVISORS APPROVAL REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> X
CHANGE ORDER AMOUNT + 13,833.08 Increase <input checked="" type="checkbox"/> Decrease <input type="checkbox"/>			
SUPPLEMENTAL FUNDS PROVIDED \$ N/A			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

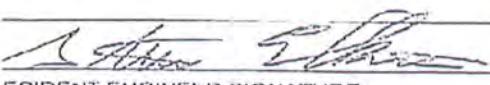
This Change Order Provides for:

Impensating the contractor for purchasing Steel H-Piles from a source that has material in stock, rather than waiting for material to be fabricated. There is a shortage of new material because the mills are not running at full capacity due to the covid-19 safety guidelines. To prevent delays to the contract, the contractor was authorized to purchase the more expensive steel piling from another source. This change order also provides for increasing the size and length of the temporary pipe culverts for the temporary water diversion. The plans call for three 18" culverts. The capacity of the culverts would be increased more than 50% by providing two 24" culverts to channel the creek through the job site. This would minimize the risk should there be a sudden increase in water. The culverts also had to be lengthened and turned 45 degrees because of there is a shift in the channel since the contract plans were developed. The plans call for straight pipe, however the channel now has a sharp bend.

## Summary of Cost

Increasing more expensive Steel H-Piles	= + \$ 8,755.59
Increasing the flow capacity and length of the temporary water diversion	= + \$ 5,127.49
Total Cost of Change Order = + \$ 13,833.08	Total = + \$ 13,833.08

This contract change order will not affect contract time, therefore, provides for no adjustment in time of completion.

ONCURRED BY		ESTIMATE OF COST + \$ 13833.08	
COUNTY ASSISTANT DIRECTOR John Mannle	DATE 5/15/2020	ITEMS	THIS REQUEST \$ 0.00 TOTAL TO DATE \$ 0.00
COUNTY DIRECTOR Bob Perreault	DATE 5/15/2020	FORCE ACCOUNT	\$ 0.00 \$ 0.00
PROJECT MANAGER- QUINCY ENGR, INC. J. Elland Mason, PE	DATE 5/15/2020	AGREED PRICE	\$ 0.00 \$ 0.00
		ADJUSTMENT	\$ 13,833.08 \$ 13,833.08
		TOTAL	\$ 13,833.08 \$ 13,833.08
FEDERAL PARTICIPATION			
<input checked="" type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (Maintenance) <input type="checkbox"/> NON PARTICIPATING			
FEDERAL SEGREGATION (If more than one funding source or P.I.P. type)			
<input type="checkbox"/> CHANGE ORDER FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS			
FEDERAL FUNDING SOURCE		PERCENT	
 <b>RESIDENT ENGINEER SIGNATURE</b> M-4903 (OLD HC-39 REV. 6/93)			

County of Plumas – Department of Public Works  
**CONTRACT CHANGE ORDER**

Sheet 1 of 1  
 Change Requested by  
 County  Contractor

CCO No. 1	Suppl No. U	Contract No. PWRD20-016	Project Spanish Ranch Road Bridge Replacement on C.R. #413	Federal Project Number: BRLO-5909(080)
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To **McCuen Construction, Inc.**, Contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. NOTE: This change order requires approval from Caltrans Local Assistance:  Yes  No

Description of work to be done, estimate of quantities and prices to be paid (Segregate between additional work at contract price, agreed price and force account.) The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

In accordance with Section 4-1.05, "Changes and Extra Work" of the Standard Specifications, furnish HP14x117 steel piling from stock material in lieu of ordering material fabricated from the mills working part time with COVID19 restrictions. Furnish and install two 24" temporary culvert pipes in lieu of three 18" pipes for the temporary water diversion. Furnish and install two 24" 45 degree angle pipe couplers to match the flow pattern in the existing channel.

**Adjustment in Compensation at Agreed Lump Sum Price:**

Furnish HP14x117 H-Piling: ..... \$8,755.59

Increase the flow capacity of the temporary water diversion..... \$5,127.49

**Total Increase in Cost at Agreed Lump Sum .....** \$13,883.08

The agreed lump sum price constitutes full and complete compensation for providing all labor, material, equipment, tools, including all markups by reason of this change.

No adjustment of contract time will be made.

Estimated Cost:  Decrease  Increase \$13,883.08

By reason of this order the time of completion will be adjusted as follows. **Zero Days**

Submitted by

SIGNATURE

(PRINT NAME & TITLE)

Steve Elkins, Resident Engineer

DATE

8-27-2020

Approval Recommended by

SIGNATURE

(PRINT NAME & TITLE)

John Mapple, Assistant Director

DATE

8/26/20

Approval by

SIGNATURE

(PRINT NAME & TITLE)

Robert Perreault, Director

DATE

8/8/2020

County Administrator

SIGNATURE

(PRINT NAME & TITLE)

Gabriel Hydrick

DATE

9/8/20

County Counsel Approval As To Form

SIGNATURE

(PRINT NAME & TITLE)

Gretchen Stahr, Deputy County Counsel

DATE

9/4/2020

We the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information written the time specified.

**Contractor Acceptance by McCuen Construction, Inc.**

SIGNATURE

(PRINT NAME & TITLE)

Will Broad V.P. Operations

DATE

8-27-2020

3CH

## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323  
John Mannie, P.E., Director

Joe Blackwell, Deputy Director



### CONSENT AGENDA REQUEST

For the July 13, 2021 meeting of the Plumas County Board of Supervisors

Date: July 2, 2021

To: Honorable Board of Supervisors

From: John Mannie, Director of Public Works

Subject: Approve Payment of Invoice Without a Contract to The Door Company

A handwritten signature in blue ink that reads "John Mannie".

#### Background:

In October 2020, one of the shop doors in Quincy Maintenance Yard became misaligned and damaged and would not open or close. Maintenance staff checked with the Fiscal Technician to see if budget and funds were available under a current contract with The Door Company. The Door Company had previously installed new doors and repaired existing doors at multiple maintenance yards. Their quality of work is excellent and they are the only company that has been responsive to request for bids.

The Fiscal Technician mistakenly confirmed a valid contract existed for miscellaneous door repairs. The Shop Foreman requested that The Door Company make the repairs and the work was completed on October 8, 2020. Unfortunately, that contract was for specific items of work at a different Maintenance Yard and it had expired. Due to retirements and transfers of fiscal staff in early 2021, the invoice remained unprocessed. A new fiscal technician was hired in March and attempted to process a new claim for this invoice in May 2021. On June 4, the County Auditor's Department informed the Director that payment could not be processed because there was no current valid contract with The Door Company. The Auditor suggested requesting the Board's approval of the payment without a contract.

The Road Fund had adequate budget remaining under FY 20/21 Line Item 521300 – Maintenance of Building & Grounds to make payment.

#### Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors approve payment of the invoice without a contract, dated 12/18/20, totaling \$3,372.00.

Attachment: Invoice Dated 12/18/20

COUNTY OF PLUMAS  
STATE OF CALIFORNIA

VENDOR/  
CLAIMANT THE DOOR COMPANY  
ADDRESS P.O. BOX 3313  
ADDRESS  
CITY/ST/ZIP CHICO, CA 95927

\* RUSH \*

The undersigned, under penalty of perjury, states: That the above claim, and the items as therein set out are true and correct: that no part thereof has been theretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

---

CONTRACT / PO #

---

THE DOOR COMPANY

---

FIRM NAME

05/28/2021

DATE

---

BY

**TITLE**

SIGNATURE OF CLAIMANT/VENDOR

Vendor #	15934	DEPARTMENT/DISTRICT APPROVAL:
1099 NEC	I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon: that the articles have been delivered or the services have been performed by the claimant as set forth with the exception noted.	
Audited		
Input		
Checked		
Date Stamp:	<b>RECEIVED</b> JUN 02 2021	Claim is thereby approved for the sum of \$ 3,372.00
Auditor's / Flik	Signed: <u>Marvin</u> Date: 6-1-21	
	Title: <u>Dep. Dir. of Public Works</u>	
	Warrant # _____ Date: _____	

## INVOICE

Remit to Corporate Office:



DOOR SYSTEM DESIGN, INC. dba  
**The Door Company**  
 P.O. Box 3313  
 Chico, CA 95927  
 (530) 345-5555  
 Contractors Lic. #496225

Invoice #: 0138042-IN

Date: 12/18/20

Customer #: 01-0003407

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PLUMAS CO. DEPT. OF PUBLIC WOR  
 1834 E. MAIN STREET  
 QUINCY, CA 95971

Please include your customer# and  
 invoice# on your check

Shipped Via	F.O.B.	Terms	Customer PO
		DUE UPON RECEIPT	

Quantity	Code	Description	Unit Price	Extension
1	CR1N	SERVICE ROAD DEPARTMENT DOORS	3,372.00	3,372.00
PARTS CHANGED OR ADDED TO SECTIONAL DOORS SPRING ASSEMBLY HEADPLATE (#1), SERVICE 6 DC REPAIR COUPLER (#3)				
PREVAILING RATE PO=ERIC				
FURNISHED & INSTALLED CONTRACT: LUMP SUM 1834 EAST MAIN ST QUINCY				
CREW WORKING IN BUILDING WITH OUTSIDE MOUNT SLAT DOORS WAS LEAVING WHEN WE GOT OVER TO TROUBLESHOOT THEY SAID TO LOOK AT THE BUTTONS NEXT TIME				

NET INVOICE: 3,372.00

INVOICE TOTAL: 3,372.00

m.o.s. *OK to pay*  
*Bresnello*

Offices: 2251 Ivy Street, Chico, CA 95928 P: (530) 345-5555 F: (530)  
 345-3242  
 1623 Beltline Rd, Redding, CA 96001 P: (530) 222-5555

*Thank You*

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**PLUMAS COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
**SOLID WASTE DIVISION**

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

*John Mannle, P.E., Director of Public Works, John Kolb, Interim Solid Waste Manager*

**AGENDA REQUEST**

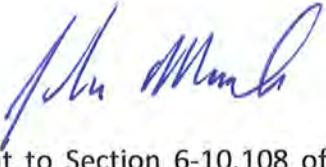
for the July 13, 2020 Meeting of the Board of Supervisors

**June 29, 2021**

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Consideration of a proposed amendment to Section 6-10.108 of the Plumas County Code to require the use of "waste-wheeler" carts for those customers who receive curbside collection of solid waste, and to define "excess materials" for curbside collection customers.



**PREFACE:**

*The primary purpose of this Agenda Request is to enable the Board of Supervisors to:*

1. *Receive a report and recommendations from the Department of Public Works pertaining to the mandatory use of "waste-wheeler" carts for those residential and commercial customers who receive curbside solid waste collection services in Franchise Areas 1 and 2 in Plumas County, and a clarification of what constitutes "excess materials" as the term applies to curbside collection.*
2. *Enable commentary by the franchise contractors, Feather River Disposal and InterMountain Disposal.*
3. *Conduct a Public Hearing to enable commentary by the general public and other governmental officials, if any.*
4. *Consider the adoption of the attached amendment to Section 6-10.108 of the Plumas County Code.*

**BACKGROUND:**

Solid waste collection across the country is trending towards the use of automated collection trucks that have "arms" to clamp onto containers, which then lift them up and empty them into the trucks. This accomplishes three things:

1. This method of collection is more efficient in that it allows one operator to drive the truck and to service the solid waste containers, and

2. It reduces the incidence of injury to operators, the time lost by operators due to injury and the medical costs associated with operator injury.

3. Both of Plumas County's franchise contractors have had, and continue to have, difficulty hiring employees - especially truck drivers. This results in a degradation of service to customers, including delays in getting recycling bins emptied at Transfer Stations. A change to this type of collection vehicle and collection procedure will ease some of those problems.

**CONSIDERATION BY THE SOLID WASTE TASK FORCE:**

On May 25, 2021, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider the proposed Code amendment and develop "advice" for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend the amendment to Section 6-10.108 of the Plumas County Code to the Board of Supervisors.

**PUBLIC NOTICE:**

On June 29, 2021, Plumas County Public Works, Solid Waste Division posted a Public Notice in at least three public places within the area that would be affected by the Code amendment.

**RECOMMENDATION:**

The Director of Public Works respectfully recommends that the Board of Supervisors vote to adopt the amendment to Section 6-10.108 of the Plumas County Code, affecting residential and commercial customers who receive curbside collection service for their solid waste in Franchise Areas 1 and 2 in Plumas County, but not those who self-haul to County Transfer Stations.

**ATTACHMENTS:**

- Notice of Public Hearing (and was posted in three public places within the jurisdiction).
- Proposed amendment to Section 6-10.108 of the Plumas County Code.
- Advice Letter from Task Force Chair

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**PLUMAS COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
**SOLID WASTE DIVISION**

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

*John Mannle, P.E., Director of Public Works*

*John Kolb, Interim Solid Waste Manager*

**NOTICE OF PUBLIC HEARING**

**PROPOSED AMENDMENT TO SECTION 6-10.108  
OF THE PLUMAS COUNTY CODE REQUIRING THE USE OF WASTE WHEELERS  
FOR THE COLLECTION OF SOLID WASTE**

An amendment has been proposed to Section 6-10.108 of the Plumas County Code that will require the use of "waste-wheeler" type refuse containers by curbside collection customers in Franchise Areas No. 1 and No. 2 in Plumas County. These containers will facilitate the use of automated refuse collection vehicles, commonly known as "side-loader" trucks, which require only one operator to service refuse containers. This amendment is being proposed to allow for more efficient refuse collection and to prevent injury to sanitation workers caused by the repetitive lifting of heavy containers, and to reduce the associated costs of lost working days and related medical costs.

Pursuant to this Notice, the Plumas County Board of Supervisors will conduct a Public Hearing on a proposed amendment on July 13, 2021 beginning at 1:00 PM in the Board of Supervisors Meeting Room located in the Courthouse (Room 308) at 520 Main Street, Quincy, California.

During the Public Hearing, the Board of Supervisors will consider whether or not to adopt the amendment to Section 6-10.108 of the Plumas County Code.

If adopted by the Board of Supervisors on July 13, 2021, the proposed amendment will become effective immediately.

The following additional information is pertinent:

- This proposed amendment is applicable only to residential and commercial curbside collection customers, not to self-haulers (commercial and residential), who transport their solid waste to any of the County Transfer Stations.
- A copy of the proposed amendment is available for public viewing at 1834 East Main Street, Quincy, CA 95971 between the hours of 8am-5pm, Monday through Friday, or may be viewed at <https://www.plumascounty.us/DocumentCenter/View/37064/Sec-6-10108--6-29-21>

John Mannle  
Plumas County Director of Public Works  
Franchise Contract Administrator

Date: 6-29-21

- **Sec. 6-10.108. - Containers.**

No owner or occupant shall fail or neglect to provide a sufficient number of standard containers, waste-wheelers (carts or totes) or bins for holding, without leakage or the escape of odors, all solid waste produced or accumulated upon any premises. All solid waste shall be deposited in such containers. Containers shall be at all times kept in useful and sanitary condition. Containers shall at all times be closed against the access of flies, rodents, and other animals. Garbage, rubbish, and garden refuse may be deposited in the same container.

- (a) Privately-owned containers shall not exceed thirty-three (33) gallons in volume and shall not exceed forty (40) pounds in weight when filled for removal. For curbside collection, the owner or occupant shall be required to obtain and use solid waste collector-owned and supplied waste wheeler(s) in one (1) of three (3) sizes: Single-can size, thirty-two (32) or thirty-five (35) gallon; two-can size, sixty-four (64) gallon, or three-can size, ninety-six (96) gallon. Waste wheelers shall not be loaded beyond the weight capacity shown on the label of the container. Privately owned containers shall not be set out for collection by the owner or occupant and will not be serviced by the solid waste collector, but may be used for the private transport (self-haul) of solid waste to County transfer stations.
- (b) Solid waste collector-owned waste-wheelers (carts or totes) or bins used for curbside collection may be used in lieu of privately-owned containers, and shall have the capability of being emptied using truck-mounted mechanical assist. Such waste-wheelers (carts or totes) or bins shall be of a size approved by the Administrator as being adequate for the particular use or occupancy of the premises using the waste-wheelers (carts or totes) or bins.
- (c) The owner or occupant of the premises at all times shall keep all containers, waste-wheelers (carts or totes) or bins closed, in good condition, identified as to ownership, emptied on a regular schedule as described in this chapter, and in compliance with the weight limitations established by the Administrator.
- (d) Owners or occupants responsible for containers in areas of Plumas County that have experienced intrusion by scavenging wildlife, particularly bears, shall take all precautions necessary to prevent such intrusion, including, but not limited to:
  - (1) Setting out containers on the same day as scheduled Collection.
  - (2) Storing containers inside of structures that are sufficiently secure to keep wildlife from entering.
  - (3) Ensuring that all containers are completely and securely covered while awaiting collection.
- (e) Repeated preventable instances of scavenging by wildlife that have been reported to the Plumas County Department of Public Works or the Plumas County Department of Environmental Health shall be administered in the following manner:
  - (1) After the first reported instance, the owners or occupants responsible for such containers shall be contacted by either Public Works or Environmental Health and counseled on the proper storage and setting-out procedures that will alleviate wildlife scavenging.

(2) After a second reported instance within a twelve-month period of the first report, the owners or occupants responsible for such containers shall be cited for a violation of this chapter in accordance with Chapter 8 of Title 1 of the Plumas County Code of Ordinances.

(3) Any subsequent instance reported within a twelve-month period of the second report may result in the installation of "bear-proof" containers at the customer's expense.

(f) **Excess materials:** Solid waste that is substantially above the rim of the owner or occupant's waste-wheelers (carts or totes) or bins set out for collection, or on the ground adjacent to the waste-wheelers (carts or totes) or bins may be photographed, documented and collected by the solid waste collector at their discretion. If collected, a fee for the collection of such excess materials equal to the volume of the container(s) that the excess material would fill shall be assessed the owner or occupant. Large amounts of solid waste found on the ground adjacent to waste-wheelers (carts or totes) or bins shall be photographed, documented and may or may not be collected, at the discretion of the solid waste collector. If not collected, an explanatory notice shall be left with the owner or occupant.

(§ 2, Ord. 17-1106, adopted January 10, 2017)

*Notes* - Language to be removed from Section shown thus: ~~strike through~~

Language to be added to this Section shown thus: **Bold**



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PLUMAS COUNTY  
INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)  
1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268  
*John Sciborski, Chair*

**MEMORANDUM**

May 25, 2021

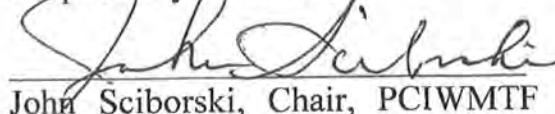
From: Plumas County Integrated Waste Management Task Force  
Subject: Advice from PCIWMTF pertaining to proposed changes in Plumas County Code section 6-10.108 – Containers.  
To: Plumas County Board of Supervisors

On Tuesday, May 25, 2021, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified Special Meeting. Five (5) Task Force Members were present, either in person or by teleconference, therefore a quorum was established.

Following consideration of a proposal brought to the Task Force by InterMountain Disposal, the solid waste franchise contractor from Franchise Area No. 2, and concurred with by Feather River Disposal, the solid waste franchise contractor from Franchise Area No. 1, the Task Force unanimously developed the following advice for consideration by the Plumas County Board of Supervisors:

*The PCIWMTF endorses the proposal by Plumas County's solid waste contractors to modify Section 6-10.108 of the Plumas County Code, specifically requiring the use of "waste wheelers" to enable the use of modern side-loading trucks.*

Respectfully submitted,

  
John Sciborski, Chair, PCIWMTF

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## Memorandum County of Plumas

DATE: 6/29/2021

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns *TS*

RE: Agenda Items for the meeting of July 13<sup>th</sup>, 2021

**It is recommended that the Board:**

Allow the Sheriff to continue to obtain surplus property from the Department of Defense (D.O.D) (excess personal property) program. The Sheriff will advise the board annually or quarterly as to: 1) the property obtained. 2) Status of the property (i.e. stored, sold or utilized etc.). 3) Direct the Auditor to disperse monies received from sale of surplus property into budget line item AB443 so those funds can be utilized at the discretion of the Sheriff in accordance with the county purchasing policy.

**Background and discussion:**

The Plumas County Sheriff's Office has obtained several items of property from the Department of Defense, under their surplus property program, for well over twenty years. This property has traditionally been utilized by the department for various details, usually until it is replaced or no longer needed; at which time this property is disposed of (usually by being sold at auction). Property falling under the category of "Controlled property" is returned to the DLA as required (refer to page two of the attached State Plan or Operation).

Surplus property was recently sold at auction. It was discovered that the outdated process to dispose of surplus property and the dissemination of monies received from the sale of surplus property needs to be updated.

**State Plan of Operation (SPO) between:**

**The State of California**

**and the**

**(State/United States Territory)**

**Plumas County Sheriff's Office**

**Law Enforcement Agency (LEA)**

**1) PURPOSE** This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

**2) AUTHORITY** The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

**3) GENERAL TERMS AND CONDITIONS** "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

- i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).
- ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

- iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.
- b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.
- c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.
- d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.
- e) LESO reserves the right to recall property issued to a State/LEA at any time.
- f) General use of definitions/terms:
  - i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.
  - ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3"). Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.
  - iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

**4) STATE PLAN OF OPERATION** The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

**State Coordinator (SC):** Greg Schumaker, 916-845-8710,  
greg.schumaker@caloes.ca.gov

**State Point of Contact (SPOC):** Janice Barnes, 916-845-8699,  
janice.barnes@caloes.ca.gov

**State Point of Contact (SPOC):** Jenny Beutler, 916-845-8708,  
jenny.beutler@caloes.ca.gov

**State Point of Contact (SPOC):** Jacqlynn Fields, 916-845-8668,  
jacqlynn.fields@caloes.ca.gov

**State Point of Contact (SPOC):** Tyler Jacobs, 916-845-8707,  
tyler.jacobs@caloes.ca.gov

**State Point of Contact (SPOC):** Nancy Saechao, 916-845-8709,  
nancy.saechao@caloes.ca.gov

ii) SC/SPOC Facility Information:

Physical Mailing Address: 3650 Schriever Avenue, Mather, CA 95655

Hours of Operation: 0700-1600

iii) Funding to administer the LESO Program at the State-level is provided via: State of California

**5) PROPERTY ACCOUNTING SYSTEM** The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

**6) LESO WEBSITE** The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

**7) ANNUAL TRAINING** 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

**8) ENROLLMENT** The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

- a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.
- b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.
- c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.
- d) Make recommendation on what constitutes a "full-time" or "part-time" law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

## 9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

- (1) Robots: one (of each type) for every ten officers (full-time/part-time).
- (2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).
- (3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.
- (4) Small arms: one (of each type) per officer (full-time/part-time).

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

(b) In instances where small arm allocation amounts exceed the "acceptable over-allocation" levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following: 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

- i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.
- ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

**10) PROPERTY MANAGEMENT** Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

- a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

## **11) PROGRAM COMPLIANCE REVIEWS (PCR)**

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

**12) ANNUAL PHYSICAL INVENTORY** Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period. In the State of California, the annual physical inventory and certification in the property accounting system process starts on July 1<sup>st</sup> and must be completed by September 30<sup>th</sup> each year.

**The State shall:**

- a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.
- b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.
- c) Validate the annual physical inventory certifications submitted by LEAs.
- d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.
- e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .
- f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

**13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY** Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

- a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
  - 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.
- b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

**14) RESTRICTION, SUSPENSION OR TERMINATION** Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). Suspension-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. Termination-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. Restricted Status-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

- a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.
- b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.
- c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.
- d) The State shall:
  - i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.
  - ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.
  - iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.
  - iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.
  - v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.
  - vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

**15) RECORDS MANAGEMENT** The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

**16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS** Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

**17) NOTICES** Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

**18) ANTI-DISCRIMINATION** By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CFR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

**19) INDEMNIFICATION CLAUSE** The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

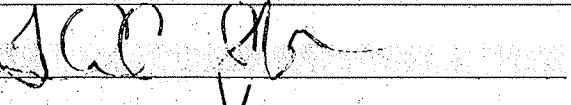
**20) TERMINATION** This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

**21) AGREEMENT OF PARTIES** The parties below agree to enter this agreement as of the last date below:

Chief Law Enforcement Official (CLEO) (or designee):  
Todd Johns

Title (Print): Sheriff / Coroner / OES Director

Full Name (Print):  
Todd Johns

Signature (Sign): 

Date (MM/DD/YYYY): 03-30-2021

-----For State Point of Contact-----

**Governor-appointed SC/SPOC, State of California**

Full Name (Print):

Signature (Sign):

Date (MM/DD/YYYY):



# Office of the Sheriff

## Office of Emergency Services

3E2

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

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** June 28, 2021  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns  
**RE:** Agenda Items for the meeting of July 13, 2021

**It is recommended that the Board:**

Approve the payment of attached invoices for the months of April and May 2021.

**Background and Discussion:**

The contract for Downtown Barber Shop had not been approved prior to services rendered. The invoices for Inmate haircuts during the months of December, 2020, February, 2021 and March, 2021 were paid by the Auditor without a contract. The invoices for months of April and May of 2021 have not been paid. I request the Board of Supervisors approve the payments to Downtown Barber Shop.

# COUNTY OF PLUMAS

STATE OF CALIFORNIA

Vendor/claimant: William Spralding, DBA Eastside Barber VENDOR #: \_\_\_\_\_

Remit to Address: 2011 East Main Street, \_\_\_\_\_

Quincy, CA. 95971 \_\_\_\_\_

FUND #: 0017I \_\_\_\_\_

ACCOUNT/CUSTOMER # OR DESCRIPTION	INVOICE NUMBER	CASH ACCOUNT	DEPARTMENT	ACCOUNT	AMOUNT DOLLARS/CENTS
INMATES HAIRCUTS FOR April 2021	04/24/2021	10100	22911	521900	\$355.00
INMATES HAIRCUTS FOR May 2021	05/29/2021	10100	22911	521900	\$312.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

## USE TAX

	use tx				\$0.00
Journal	use tx				\$0.00
Journal	use tx				
Journal	use tx				
Journal	use tx				
W-9 Form Attached	YES NO				Use tax total--must equal zero \$0.00
Fixed Asset Form	YES NO				5560 amount MUST be entered as a negative
Contract attached	YES NO	Contract#	IWF-0005		

The undersigned, under penalty of perjury, states: That the above claim and the items as therein set out are true and correct; that no part thereof has been theretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

FIRM NAME (IF APPLICABLE)

6/29/2021

DATE

SIGNATURE OF CLAIMANT/VENDOR (INCLUDE TITLE, IF APPLICABLE)

Auditor's Use Only		DEPARTMENT/DISTRICT APPROVAL:	
Vendor #:		I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon; that the articles have been delivered or the services have been performed by the claimant as set forth with exceptions noted.	
1099 NEC:			
Audited:			
Input:		Claim is thereby approved for the sum of:	667.00
Checked:			
Date Stamp:		Department Head or Designee Signature	June 29, 2021
		TITLE	Date
For Districts			
District: _____			
If applicable: _____			
Second Signature _____			

8243  
PLUMAS COUNTY SHERIFF'S INMATE HAIRCUT LOG

DATE: 4/24/2021

ID#:	NAME:		Haircut 18	Beard trim 10	Both 25	INMATES:	IWFS:	BALANCE
104785	Hernandez	WFD	*	X		0.00	18.00	\$18
143639	Mares	WFD	*		X	3.85	21.15	\$25
110364	Page	WFD	*	X		0.00	18.00	\$18
127105	Ghidossi	WFD	*	X		0.00	18.00	\$18
74437	Dewey	WFD	*		X	0.00	25.00	\$25
67847	Appley	WFD	*	X		0.00	18.00	\$18
47504	Betts	WFD	*		X	1.32	23.68	\$25
64017	Johnson	WFD	*	X		18.00	0.00	\$18
105248	Oglesby	WFD	*	X		0.00	18.00	\$18
102124	Valadez	SMAX	*	X		18.00	0.00	\$18
111736	Beaver	SMAX	*	X		18.00	0.00	\$18
115046	Bailey, C	SMAX	*	X		0.00	18.00	\$18
137094	Bailey, J	SMAX		X		0.00	10.00	\$10
95208	Cabral, B	NMAX	*	X		0.00	18.00	\$18
84270	Graham	NMAX	*	X		2.02	15.98	\$18
136517	Vanderson	C1	*	X		6.33	11.67	\$18
30625	Taylor	C1	*	X		0.00	18.00	\$18
76951	Remington	NMIN	*	X		0.00	18.00	\$18
61121	Jacobs	NMIN	*	X		18.00	0	\$18
<b>Total</b>						85.52	269.48	\$355.00

CORRECTIONS

BARBER

Wre 513 4-24-21

## PLUMAS COUNTY SHERIFF'S INMATE HAIRCUT LOG

DATE: 5/29/2021

ID#:	NAME:		Haircut 18	Beard trim 10	Both 25	INMATE\$:	IWF\$:	BALANCE
67847	Appley	WFD	*	X		0.25	17.75	\$18
13714	R. Alvey	FDORM	*	X		2.38	22.62	\$25
110364	Page	SMIN	*	X		5.85	12.15	\$18
66275	Steele	SMIN	*			X	0.06	24.94
131456	Martinez	SMIN	*	X		0.00	18.00	\$18
127105	Ghidossi	WFD	*	X		0.00	18.00	\$18
51709	Zavala	SMIN	*			X	25.00	0.00
125018	Eardley	WFD	*			X	25.00	0.00
111736	Beaver	SMAX	*	X		18.00	0.00	\$18
22364	Venuti	SMAX	*	X		18.00	0.00	\$18
102124	Valadez	SMAX	*	X		18.00	0.00	\$18
389	J. Alvey	SMAX	*	X		0.36	17.64	\$18
128075	Dixon	C2	*	X		5.16	12.84	\$18
52811	Weaver	WFD	*			X	0.00	25.00
70249	Kinney	SMAX	*			X	0.00	25.00
<b>Total</b>							<b>118.06</b>	<b>193.94</b>
								<b>\$312.00</b>

CORRECTIONS

58

BARBER

W.W.H.

# COUNTY OF PLUMAS

STATE OF CALIFORNIA

Vendor/claimant: William Spralding, DBA Eastside Barber VENDOR #: \_\_\_\_\_

Remit to Address: 2011 East Main Street, FUND #: \_\_\_\_\_

Quincy, CA. 95971 0017I

ACCOUNT/CUSTOMER # OR DESCRIPTION	INVOICE NUMBER	CASH ACCOUNT	DEPARTMENT	ACCOUNT	AMOUNT DOLLARS/CENTS
INMATES HAIRCUTS FOR March 2021	03/272021	10100	22911	521900	\$391.00
..					
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

## USE TAX

	use tx				\$0.00
Journal	use tx				\$0.00
Journal	use tx				
Journal	use tx				
Journal	use tx				
W-9 Form Attached	YES	NO			Use tax total--must equal zero
Fixed Asset Form	YES	NO			5560 amount MUST be entered as a negative
Contract attached	YES	NO	Contract#	IWF-0005	\$0.00

The undersigned, under penalty of perjury, states: That the above claim and the items as therein set out are true and correct; that no part thereof has been theretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

FIRM NAME (IF APPLICABLE)

4/6/2021

DATE

SIGNATURE OF CLAIMANT/VENDOR (INCLUDE TITLE, IF APPLICABLE)

Auditor's Use Only		DEPARTMENT/DISTRICT APPROVAL:	
Vendor #:		I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon; that the articles have been delivered or the services have been performed by the claimant as set forth with exceptions noted.	
1099 NEC:			
Audited:			
Input:		Claim is thereby approved for the sum of: <u>391.00</u>	
Checked:		Department Head or Designee Signature	
Date Stamp:		April 6, 2021	
		Date	
		TITLE	
		For Districts	
		District: _____	
		If applicable: _____	
		Second Signature: _____	

PLUMAS COUNTY SHERIFF'S INMATE HAIRCUT LOG

DATE: 3/27/2021

ID#:	NAME:		Haircut 18	Beard trim 10	Both 25	INMATES:	IWF\$:	BALANCE
104785	Hernandez	WFD	✓	X		1.80	16.20	\$18
3867	Norden	WFD	✓	X		12.31	5.69	\$18
67847	Appley	WFD	✓	X		18.00	0.00	\$18
127105	Ghidossi	WFD	✓	X		0.28	17.72	\$18
74437	Dewey	WFD	✓		X	2.72	22.28	\$25
142928	Shaw	WFD	✓		X	25.00	0.00	\$25
105248	Oglesby	NMIN	✓	X		18.00	0.00	\$18
75310	Averill	NMIN	✓		X	0.00	25.00	\$25
70453	Thorton	SMIN	✓		X	6.03	18.97	\$25
104923	Cachet	SMIN	✓	X		0.00	18.00	\$18
83447	Browning	C2	✓		X	0.06	24.94	\$25
22364	Venuti	SMAX	✓	X		4.65	13.35	\$18
137094	Bayley	SMAX	✓		X	0.00	25.00	\$25
70249	Kinney	SMAX	✓		X	0.00	25.00	\$25
121856	Potts	FMD	✓	X		18.00	6.00	\$18
136517	Vanderson	FMD	✓	X		0.82	17.18	\$18
128076	Jansen	FMD	✓	X		0.56	17.44	\$18
113195	Shipley	C1	✓	X		1.41	16.59	\$18
129546	Jones	C1	✓	X		18.00	0	\$18
<b>Total</b>						127.64	263.36	\$391.00

69500

118.88 272.12

CORRECTIONS 58

BARBER 118.88

# COUNTY OF PLUMAS

STATE OF CALIFORNIA

Vendor/claimant: William Spralding, DBA Eastside Barber

**Remit to Address:** 2011 East Main Street,

Quincy, CA. 95971

VENDOR #

20

**FUND #:**

00171

**USE TAX**

	use tx				\$0.00
Journal	use tx				\$0.00
Journal	use tx				
Journal	use tx				
Journal	use tx				

The undersigned, under penalty of perjury, states: That the above claim and the items as therein set out are true and correct; that no part thereof has been theretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

**FIRM NAME (IF APPLICABLE)**

3/2/2021

2021  
DATE

SIGNATURE OF CLAIMANT/VENDOR (INCLUDE TITLE, IF APPLICABLE)

<b>Auditor's Use Only</b>		<b>DEPARTMENT/DISTRICT APPROVAL:</b>
Vendor #:	I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon; that the articles have been delivered or the services have been performed by the claimant as set forth with exceptions noted.	
1099 NEC:		
Audited:		
Input:	Claim is thereby approved for the sum of: <u>280.00</u>	
Checked:	Department Head or Designee Signature	
Date Stamp:	<u>March 2, 2021</u>	Date
TITLE		
<b>For Districts</b>		
District:		
If applicable:		
Second Signature		

## PLUMAS COUNTY SHERIFF'S INMATE HAIRCUT LOG

DATE: 2/27/2021

ID#:	NAME:	Haircut 18	Beard trim 10	Both 25	INMATES:	IWF\$:	BALANCE
140381	O'hara			X	4.19	20.81	\$25
29785	Morgan		X		0.26	17.74	\$18
143343	Lay			X	23.52	1.48	\$25
104785	Hernandez		X		0.41	17.59	\$18
70249	Kinney			X		25.00	\$25
67847	Appley		X		1.30	16.70	\$18
123165	Geary		X		18.00		\$18
111736	Beaver		X		1.86	16.14	\$18
143639	Mares		X		18.00		\$18
66780	Smith		X		18.00		\$18
140768	Phillips		X		18.00		\$18
22364	Venuti		X		18.00		\$18
119888	Miller			X	25.00		\$25
131975	Schwamb		X		18.00		\$18
<b>TOTAL:</b>					164.54	115.46	280.00

CORRECTIONS 2021 JYBARBER MC JY

# COUNTY OF PLUMAS

STATE OF CALIFORNIA

Vendor/claimant: William Spralding, DBA Eastside Barber

Remit to Address: 2011 East Main Street,

Quincy, CA. 95971

**COPY**

FUND #:

0017I

ACCOUNT/CUSTOMER # OR DESCRIPTION	INVOICE NUMBER	CASH ACCOUNT	DEPARTMENT	ACCOUNT	AMOUNT DOLLARS/CENTS
INMATES HAIRCUTS FOR December 2020	12/12/20	10100	22911	521900	\$158.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

## USE TAX

	use tx				\$0.00
Journal	use tx				\$0.00
Journal	use tx				
Journal	use tx				
Journal	use tx				
W-9 Form Attached	YES	NO			
Fixed Asset Form	YES	NO			
Contract attached	YES	NO	Contract#	IWF-0005	
				Use tax total--must equal zero	\$0.00
				5560 amount MUST be entered as a negative	

The undersigned, under penalty of perjury, states: That the above claim and the items as therein set out are true and correct; that no part thereof has been theretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

FIRM NAME (IF APPLICABLE)

12/14/2020

DATE

SIGNATURE OF CLAIMANT/VENDOR (INCLUDE TITLE, IF APPLICABLE)

Auditor's Use Only		DEPARTMENT/DISTRICT APPROVAL:	
Vendor #:		I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon; that the articles have been delivered or the services have been performed by the claimant as set forth with exceptions noted.	
1099 NEC:			
Audited:			
Input:		Claim is thereby approved for the sum of: <u>158.00</u>	
Checked:		Department Head or Designee Signature	
Date Stamp:		December 14, 2020	
		TITLE	
		Date	
		For Districts	
		District:	
		If applicable:	
		Second Signature	

## PLUMAS COUNTY SHERIFF'S INMATE HAIRCUT LOG

DATE: 12/12/2020

## CORRECTIONS

BARBER *for J Spradling*

Jake Smith



4A

204 Fairgrounds Road, Quincy, CA 95971 530-283-6272 Fax: 530-283-6431  
[johnsteffanic@countyofplumas.com](mailto:johnsteffanic@countyofplumas.com) [www.plumas-sierracountyfair.net](http://www.plumas-sierracountyfair.net)

## MEMORANDUM

DATE: July 1, 2021

TO: The Honorable Board of Supervisors

FROM: John Steffanic, Fair & Event Center

SUBJECT: Outdoor Music

SCAN COPY

### *It is recommended that the B.*

Review applications and approve Cultural Permits in Belden, CA for:

- a. Soul Camp – August 6-8, 2021
- b. For the Funk Of It – August 13-15, 2021
- c. Priceless – September 23-26, 2021

### *Background and discussion:*

Plumas County requires Outdoor Music Festivals to complete an application in accordance to Plumas County Ordinance No. 15-1096 and No. 16-1100. All affected County Departments review and approval each application. Completed applications are then passed on to outside agencies for their review. If all mentioned parties find no problems or concerns, a Notice of Public Hearing is posted. With that notice posted on July 1, 2021, these applications are now presented to the Board of Supervisors for any public comment, review and approval.

Thank you for your consideration,

John Steffanic  
Fair & Event Center Manager

**NOTICE OF PUBLIC HEARING  
APPLICATION FOR MUSIC FESTIVAL  
At  
BELDEN TOWN RESORT & LODGE  
14785 BELDEN TOWN RD.  
BELDEN, CA 95915**

The Plumas County Board of Supervisors will be holding public hearing on the following matter on Tuesday, July 13, 2021 at 10:00 a.m. in the Board of Supervisor Room 308, Courthouse, Quincy, California.

Outdoor Music Festival applications have been received for the following events to occur at the Belden Town Resort and Lodge:

**Soul Camp – August 6th through August 8th, 2021  
For The Funk Of It – August 13<sup>th</sup> through August 15<sup>th</sup>, 2021**

The Board will take public input and comments concerning these events, and may impose additional conditions appropriate for these permits.

For further information on these festivals and the above hearing please contact: John Steffanic, Plumas Sierra County Fair at (530) 283-6272.

Written comments should be mailed to: John Steffanic, Plumas Sierra County Fairgrounds, 204 Fairground Road, Quincy, California 95971.

PLUMAS COUNTY FAIR USE ONLY  
Completeness Verified by Date  
Received Receipt No. \$

**OUTDOOR FESTIVAL PERMIT APPLICATION**

Instructions to applicant(s):

1. Complete the form and mail or take to: Plumas County Fair Manager  
204 Fairgrounds Road  
Quincy, CA 95971
2. Use additional sheets of paper if necessary to complete the information requested. 3.  
Pay the filing fee deposit of \$1,000.00. 4. Make the check payable to Plumas County Fair

**A. Applicant (s)**

Applicants Name \_\_\_\_\_ Theodore Walton Jr (TJ)\_\_\_\_\_

Residence Address  
**945 El Caminito,**  
**Livermore CA**  
**94550**

Mailing Address  
**945 El**  
**Caminito,**  
**Livermore CA**  
**94550**

Telephone Number  
**510-754-4773**

Business Address and Telephone Number (If different from above)

\*Applicant must be the promoter of the event

**B. Owner (s) (Attach additional sheets  
if necessary)**

Name

Mailing Address

Telephone

\*Attach letter(s) of authorization signed by the owner(s).

**C. Location of Event** (Include all lands to be used for parking or incidental purposes)

Street Address

**14785  
Belden Town  
Road**

**Belden CA -  
95915**

Nearest town

**Belden  
Town &  
Quincy**

Assessors Parcel Number(s)

**D. Dates & Hours of Event**

Dates of Pre-Event Setup: **August 5th, 2021**

Dates of Actual Event: **August 6th-8th, 2021**

Dates of Post Event Activities: **August 8th, 2021**

Hours of Event Activities for each day of Event:

**Friday, Aug. 6th 12 pm- 4 am | Saturday, Aug. 7th 10 am - 4 am | Sunday, Aug. 8th 10am-4pm**

**E. Number of Attendees and Staff**

Number of Spectators/Participants and Staff for each day of Event: **400 attendees max, 75-100 staff and performers max.**  
**We can go as low as 350 people if need be.**

Belden Town Resort  
14785 Belden Town Road  
Belden, CA 95915

To Whom It May Concern,

I, Ivan Coffman, owner of Belden Town Resort and Lodge, give my permission for  
Son1 Camp to take place on Aug. 6<sup>th</sup> - 8<sup>th</sup> 2021 at Belden  
Town Resort, (14785 Belden Town Road, Belden, CA 95915) and Jack's Place for  
parking (25311 Hwy 70, Twain, CA 95984).

Thank you,

Ivan Coffman

Ivan Coffman – Owner, Belden Town Resort and Lodge

#### F. Maps and Diagrams

Provide maps or diagrams showing the following:

- (a) Location of the property on which the proposed event and all related activities will be held.
- (b) Location of adjacent roads, lots, and residences
- (c) Parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property
- (d) Location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending
- (e) Location and orientation of loudspeakers
- (f) Location, style, wattage and orientation of all temporary lighting
- (g) Location of camping or other overnight areas
- (h) Location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

#### G. Program and Plans

Complete the required information for the programs and plans listed on the following pages. Use additional sheets if necessary. The Fair Manager will circulate these plans to the appropriate County Departments for review and approval.

**a) Commercial Liability Insurance** Festival Name and Date: Soul Camp Aug. 6<sup>th</sup>-8<sup>th</sup>, 2021

Describe the commercial liability insurance coverage for the proposed event and provide proof of said coverage to the satisfaction of the Plumas County Risk Manager.

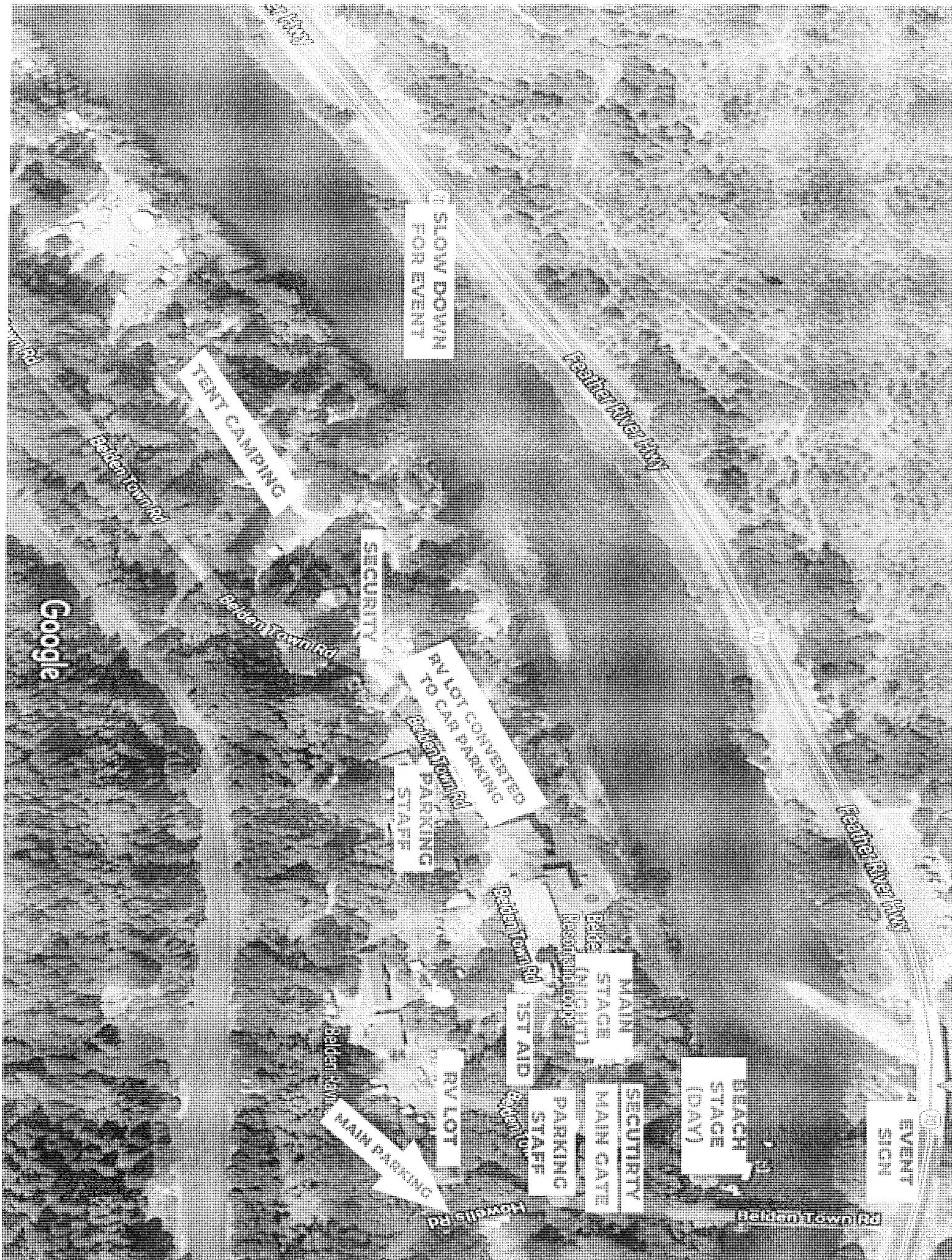
Plumas County Risk Manager: 520 Main Street, Room 309  
Quincy, CA 95971  
(530) 283-6041

We will be getting insurance 2,000,000 aggregate and 2,000,000 Occurrence. We're working with the agent now and it will be available by the event date. *A 30 day prior to event date.*

County Agency Approval:

The commercial liability insurance coverage described above, or attached hereto, is approved for the event as described in this application.

 7/23/21 Plumas  
County Risk Manager Signature / Date



b) Police Protection and Security Festival Name and Date: Soul Camp Aug. 6<sup>th</sup>-8<sup>th</sup>, 2021

Describe the Police Protection and Security Plan for the proposed event to the satisfaction of the Plumas County Sheriff. Include a plan for the control and prevention of drug consumption and underage alcohol consumption.

Plumas County Sheriff: 1400 East Main Street

Quincy, CA 95971  
(530) 283-6375

### **Police Protection and Security**

The promoters and staff of Soul Camp Music Festival are dedicated to having a safe event in Plumas County. Our staff and guests will, on all days of the event, be following the mandatory Covid-19 protocols set forth by the governor of the State of California, as they apply. We have a great relationship with all of the past venues where we have hosted our event. It is our strong desire to foster a similar relationship with your county and the property management of the venue.

Our seasoned staff and the majority of our guests have been taking part in Soul Camp for the last ten years. There is a strong community understanding of what is expected from our guests. New attendees will have access to our policies and procedures on our website, [www.soulcampout.com](http://www.soulcampout.com). From our experience, the minor security incidents that have happened over the last decade of events have generally been caused by an external influence. Based on our history, we feel that it is highly unlikely that our patrons or staff will cause any security concerns.

Soul Camp has an experienced team of eight security officers. Six officers will be on duty at all times. There will be constant contact via two-way radio between security officers and event staff. This will facilitate real-time communication between security officers, event staff and promoters. There will be no less than one guard dedicated to the front gate to oversee and facilitate the exchange of money for admission. Admission tickets will also be sold online prior to the event to help limit the amount of money changing hands at the venue. The guard at the front gate will also regulate the flow of incoming and outgoing traffic and help provide information to guests, as needed. Two officers will be on alternating patrol of the property, including regular perimeter checks. The parking areas and cabins will be patrolled for any activities that are prohibited by law, including but not limited to, possession of illegal substances or under-aged drinking.

There will be a day-night cycle for the event flow throughout the day. The beach area will be the main focal point of the event's festivities during the daytime hours and the evening line-up will be focusing on the main stage.

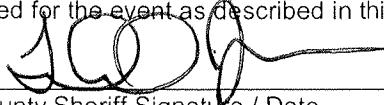
The security staff will be dedicated to the prevention of any guest harming themselves or others. This may include, but is not limited, to any activity prohibited by the property management, bringing in any type of glass or stage diving. The security officers, event staff and promoters will be solely responsible for imposing any safety measures needed to protect not only themselves but the event patrons.

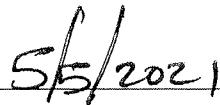
Soul Camp feels that the safety of our guests, the property staff and the event staff is the highest priority of the security team. The security staff looks forward to working with local law enforcement to ensure a safe and enjoyable experience for guests.

Soul Camp is happy to provide further details relating to our protocols at the request of Plumas County or the venue. Contact information required by the county or the venue will be made available upon request.

Soul Camp, along with the promoters, security team and event staff, thanks you for your time and attention to this matter.

County Agency Approval: The Police Protection and Security Plans described above, or attached hereto, are approved for the event as described in this application.

  
County Sheriff Signature / Date

  
5/5/2021

Plumas

**c) Emergency Preparedness Plans** Festival Name and Date: Soul Camp Aug. 6<sup>th</sup>-8<sup>th</sup>, 2021

Describe the Fire Protection, Evacuation Plan, and Wildfire Protection Plan for the proposed event to the satisfaction of the Plumas County Office of Emergency Services.

Plumas County Office of Emergency Services: 1400 East Main Street

Quincy, CA 95971  
(530) 283-6375

**Emergency Preparedness Plans**

Festival Name and Date: Soul Camp Aug. 6<sup>th</sup>-8<sup>th</sup>, 2021

The promoters and staff of Soul Camp Music Festival are dedicated to having a safe event in Plumas County. Our staff and guests will, on all days of the event, not be allowed to start campfires, or use charcoal grills. Only gas stoves will be permitted.

This plan is intended to assist our customers in possible emergency situations that may arise while residing at or visiting our event at Belden Town resort.

**This plan will be emailed to all attendees and staff prior to the event, and will also be available to all attendees at the gate, upon request. We will also post this information near the front of the lodge in the center of the facility.**

Safety is our number one priority. Please remember to act wisely and in all cases maintain your personal safety and the personal safety of your family, while on site. For all emergencies, you may contact the onsite Campground Manager at (530) 283-9662, find a member of the event staff, or call 911. If you dial 911, be sure to remain calm and provide the dispatcher with all pertinent information. Be sure to include your name, location, the nature of the emergency, type of injury, number of injured, and any other information which you may be requested to provide. Do not hang up until instructed to do so by the Dispatcher.

**Exit Plan**

1. All campers, residents, and visitors will exit the area via the Main Entrance (East End). Gate will remain open until all are evacuated. All cars will be parked on site. If applicable, they will be asked to head to their cars to drive off of the property to safety.
2. If the emergency warrants it, a megaphone or intercom system will be utilized to communicate instructions, inform/update nature of the emergency, and the appropriate response to make.
3. The venue, promoter, and support staff are not responsible for removing either persons or personal property out of the emergency area. The cooperation of everyone involved is greatly appreciated.

All Emergencies: Dial 911

Campground Manager: (530) 283-9662

You can notify our medical team on site, first, if it's a minor injury. Our medical staff will be on two-way radios. Find any event staff member and they will call them over. Do not move the injured person unless instructed to do so by a medical professional.

\*On map identify location of phone, Entry/Exit points, and CPR/First Aid Station

If Emergency includes injury to an individual or multiple individuals or the possibility of injury, please contact 911 IMMEDIATELY and then notify Campground Manager, or event staff member.

Life Threatening Emergencies Call 911

Plumas County, CA Emergency Services Dispatch Center – 911

California State Police – 911

Ambulance – 911

Fire Department – 911

Emergency Response Team (HAZ MAT) – 911

#### **Evacuation Route – Written Description**

The Belden Town Resort and Campground is situated on the shores of the Feather River within the county of Plumas, CA. Access to the resort is through a one lane roadway known as Belden Town Dr. There is one, main entrance to the facility. The main entrance is on the east end of the facility with a bridge you have to cross to get in and out of the event. All traveled entry and exit routes are via this entrance unless instructed otherwise by the Fire Department or designated safety official.

- Please do not block the roadway of Belden Town Rd. when entering or exiting the facility. If Emergency Vehicles are incoming, please pull to the side of roadway and allow the vehicle(s) to pass.
- It is assumed the RV's in the upper lot and cabin vehicles located in the east end of the campground would evacuate first as these sites are closest to the main gate. The remaining cabins, lodge rooms and campers on the west end would soon follow exiting in orderly fashion. However, in isolated emergency situations, such as a single RV or boat fire, only the persons and RVs or boats closest to the isolated emergency should evacuate to an alternate location within the park as designated by Campground Management or the Fire Chief or Assistant Fire Chief on scene.
- Please ONLY use the designated roadway, Belden Town Rd. to evacuate the cabin, RV, lodge rooms, and campground areas.
- Belden Town Management is usually notified at least 24 hours in advance of potential storms or high water conditions as a result of heavy rain instances. All campers and guests onsite will be notified if there is a possibility of high water conditions as soon as possible.
- In the event the main evacuation route, the bridge, is blocked we will use Howells Rd.
- Depending upon the nature of the emergency, campground occupants and guests may be directed to gather at the beach area or main stage to await further instruction.
- All RVs must maintain their mobility functions for quick evacuation in case of an emergency.
- Maintain personal safety at all times!

## Fire Safety

Campfires of any kind will **not** be allowed during the event.

Charcoal grills are **not** permitted during the event.

You may use gas stoves at your campsite.

First level fire extinguishers will be located at the front entrance/main gate, at the lodge, and at the security station below the lodge at the beginning of the campground. In the event of a fire call 911, and then notify event staff so they can attempt to put the fire out with extinguishers before the Fire Department arrives.

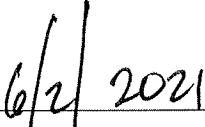
Our security team will be patrolling during the entire duration of the event to ensure that the attendees do not start any campfires and are using the appropriate cooking equipment.

In the event of an indoor fire, keep calm. Never try to hide. If the room is smoky, crawl along the floor. Feel the doors; if they are warm, do not open them. When you leave a room, close the door behind you. If your clothes catch on fire, stop, drop to the ground and roll around. If the fire is small, it may be fought. Aim the fire extinguisher inside each unit at the base of the flame. Sweep the fire from the edge in or from the bottom up. Stay low and near an exit. If the fire gets big, GET OUT! And call 911, and then notify an event staff member after the dispatcher ends the call. You can also send someone else to notify staff.

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

  
\_\_\_\_\_  
Plumas County OES Signature / Date  
\_\_\_\_\_  
TODD JOHNS

  
\_\_\_\_\_  
6/2/2021

Director,

d) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans

Festival Name and Date: Soul Camp Aug. 6<sup>th</sup>-8<sup>th</sup>, 2021

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health 270 County Hospital Rd. Ste. 127  
Quincy, CA 95971  
(530) 283-6355

**Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans**

**Water Supply and Sanitation Facilities**

Belden Town Resort has running water, sinks & showers, and bathrooms in all of the lodge rooms and cabins.

Campers also have access to public showers and restrooms provided by the venue. We will also provide 7-10 additional portable restrooms to be accessed by campers and other attendees. They will be strategically placed near the campground for ease of use by campers and some throughout the resort to help prevent sewage backups. We will have hand wash stations at every location where the portable toilets are located as well as each unit will have hand sanitizer easily accessible.

*WITH A MAX ATTENDEES OF 900 GUESTS +  
~100 STAFF & PERFORMERS EVENT TO PROVIDE A MINIMUM OF 25 UNITS  
Food Provisions 1 FACILITY PER EVERY 20 PERSONS.*

Campers will bring in their own beverages including water. However, the facility has running water and a general store if they need to purchase any goods.

Campers will also bring in their own food for the weekend. The venue has a general store and a restaurant onsite if they need anything else or run out of food.

**Solid Waste Clean-up & Recycling Plans**

We have a cleanup crew composed of Soul Camp Committee members and volunteers designated to make rounds throughout the event. They will be handing out black garbage, and blue recycling, bags to attendees if they do not already have them. They will also be cleaning up any loose garbage on the property and making dumpster runs, of full bags of garbage and recycling, from the various areas of the camp to the 40 CY dumpster.

We have a leave no trace policy and all of our attendees are well aware of this. Each person knows, or will know, for newcomers, they are responsible for keeping their campsite clean and free of debris at all times. Most of the people attending this event have been attending for the last 10 years and are familiar with this.

County Agency Approval: The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

 5/13/21  
County Environmental Health Signature / Date

Plumas

- ALL WASTE, LIQUID WASTE TO BE COLLECTED & HAUL BY A PLUMAS COUNTY  
PERMITTED LIQUID WASTE DISPOSAL COMPANY.

Soul Camp at Belden Town Resort, will have a first aid/CPR booth located near the entrance. It will be clearly marked and accessible to attendees.

We will provide at least one California licensed Registered Nurse as well as 2 California licensed EMT-B or higher and one with EMT-P certification or higher 24 hours a day. They will be on two-way radios in communication with the venue, event staff and security, and on standby at all times during the event. They look forward to working with local medical teams to make sure this is a safe event.

The venue personnel, our event staff, medical personnel, and security personnel will all be on two-way radio communication throughout the event, including setup and breakdown.

Communication between onsite medical personnel and 911 response dispatch and teams will be assured redundantly via radio, cellular, and/or land-line telecommunications.

Our medical staff will have the following equipment on site and available for use:

- Automated External Defibrillator (AED) and personnel certified in its use is required 24/7.
- Basic resuscitation equipment and medications (oxygen) in addition to other basic equipment and supplies including, but not limited to, blood pressure cuff, stethoscope, basic splinting and bandaging supplies, and immobilization devices.
- Naloxone for IM use
- Epinephrine for IM use (EpiPen).

The completion of ICS Form 206, Medical Plan, and availability of this document to venue staff, event personnel and medical personnel and will provide Plumas County Public Health Agency, ATTN: Rosie Olney, Management Analyst, [rosieolney@countyofplumas.com](mailto:rosieolney@countyofplumas.com), with a copy of completed ICS 206 at least two weeks prior to event.

### **COVID-19 Mitigation Plan**

1. Evidence of Vaccination or Negative PCR test within 72 hours of the event will be required for staff, attendees, and talent staying on site for the event. Screeners and a Covid Compliance Officer will insure compliance before attendees are allowed entrance into the event.
2. A negative response to all standard COVID-19 screening questions are required prior to entry for all persons.
3. We will have a dedicated position of COVID-19 Compliance Officer to roam the event to ensure attendees, staff, volunteers and bands are in compliance with COVID-19

protocols in effect. The CCO will be in direct communication with both medical services providers and the security staff during event hours.

4. Indoor entertainment is discouraged, but if it occurs doors and windows will be open to allow the circulation of abundant fresh air to reduce risk of COVID-19 being transmitted.

5. If California Department of Public Health regulations continue to require face covering for public performances and festivals they will be required during our event. Entertainers are not required to wear facial coverings while performing.

6. Covid public health signage (e.g. facial covering if required, hand washing, etc.) will be placed as a reminder to follow public health guidelines. We will post signage throughout the venue as needed.

7. Medical services personnel will screen all attendees who visit the medical tent for any reason for Covid symptoms.

8. Any festival staff or attendees who develop symptoms that might be COVID-19 infection will be isolated at least 6ft. away from other event attendees until they can be transported safely off the festival premises. We are aware that medical attention is available at Plumas District Hospital where COVID-19 PCR testing is available 24/7.

County Agency Approval:

The Medical Facilities and Services Plans described above, or attached hereto, are approved for the event as described in this application.

  
Mark Satterfield, M.D. Health Officer

  
Date

f) Parking plan Festival Name and Date: Soul Camp Aug. 6<sup>th</sup>-8<sup>th</sup>, 2021

Describe the parking plan for the proposed event to the satisfaction of the Plumas County Planning Department.

Plumas County Planning Department

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

#### Parking plan

All parking will be on site at Belden Town Resort. There will not be any offsite parking.

The venue has two RV lots, upper and lower. We will be converting the larger, lower lot into a parking lot. The venue has one main parking lot at the top of the resort off of Howells Rd that will also be used for parking.

Areas used for parking that are of a combustible surface, such as areas with grass or other vegetation will be mowed prior to the event.

All vehicles will enter from Highway 70 turning on to Belden Town Rd.

Once they turn on to the bridge they will be greeted by security personnel and waived into the resort where they will be stopped to present tickets, or purchase and be given their wristband.

For car trucks and SUVs, we will have parking staff at the front gate tag their vehicle so we know who the car belongs to and so we know they've registered their vehicle. After being tagged, our staff member will radio to the parking staff near the lower parking lot to let them know they have a car coming down. They will be instructed to follow Belden Town Rd. past the lodge where they will be greeted by parking staff and guided into a parking space.

Parking staff, where possible, shall direct cars to back in to parking spaces facing out for better egress in the event of an emergency. A 15 foot NO PARKING ZONE / FIRE LANE ACCESS shall be left along Belden Town Road for emergency vehicles.

Once the lower parking lot is full we will begin guiding cars into the upper lot.

Main parking lot can hold roughly 125 cars. Lower RV lot can hold roughly 50 cars. Other miscellaneous car parking next to cabins, lodge rooms, RVs spaces, and a few campsites for staff, can hold roughly 45-55 cars spread out throughout the property. Total car space count would be roughly 225 cars and 14 RV spaces used for RV's in the upper RV lot.

For RV's, we will have parking staff at the front gate tag their vehicle with the RV space number. After being tagged, our staff member will radio to the parking staff near the upper RV lot to let them know they have an RV coming in. They will be instructed to follow Belden Town Rd. past the lodge where they will be greeted by parking staff and guided into a parking space.

We strongly encourage carpooling via all of our marketing and communication channels due to limited space. We have had limited parking space at all of the venues we've used in the past so our following is aware. Anyone traveling by them self may be required to pay an additional fee. Based on previous events, we average about 2.75 people per car. It's rare to get someone traveling solo into the event. We expect about 175 cars and all 14 RV spaces have been reserved. If we need to go lower than that, we definitely can.

#### County Agency Approval:

The parking plan described above, or attached hereto, is approved for the event as described in this application.

 Lucy Ferguson, Planning Director 5/24/2021  
Plumas County Planning Department Signature / Date

g) Traffic Control Plan Festival Name and Date: Soul Camp Aug. 6<sup>th</sup>-8<sup>th</sup>, 2021

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works 1834 E. Main Street

Quincy, CA 95971  
(530) 283-6268

### Traffic Control Plan

Our heaviest traffic times are usually 4pm-8pm on the opening Friday

We will place a sign a quarter mile away from Belden Town rd. on the right side of the road, when traveling east on Highway 70 that says "Slow Down for SC Event".

All vehicles will enter from Highway 70 turning on to Belden Town Rd.

Once they turn on to the bridge they will be greeted by security personnel and waived into the resort where they will be stopped to present tickets, or purchase and be given their wristband. Our staff will be instructed to keep the flow of vehicles moving to keep cars from getting backed up on to the bridge. We haven't had an issue with getting backed up on to the bridge in the past as we are a fairly small event, but if it gets to that point we will move the line up further onto the property to be checked in.

For car trucks and SUVs, we will have parking staff at the front gate tag their vehicle so we know who the car belongs to and so we know they've registered their vehicle. After being tagged, our staff member will radio to the parking staff near the lower parking lot to let them know they have a car coming down. They will be instructed to follow Belden Town Rd. past the lodge where they will be greeted by parking staff and guided into a parking space.

Once the lower parking lot is full we will begin guiding cars into the upper lot.

For RVs, we will have parking staff at the front gate tag their vehicle with the RV space number. After being tagged, our staff member will radio to the parking staff near the upper RV lot to let them know they have an RV coming in. They will be guided into the space they reserved.

### County Agency Approval:

The traffic control plan as described above, or attached hereto, is approved for the event as described in this application.

Mark Greco

5-3-21

Plumas

County Department of Public Works Signature / Date

h) Transient Occupancy Taxes Festival Name and Date: Soul Camp Aug. 6<sup>th</sup>-8<sup>th</sup>, 2021

If it is proposed or expected that spectators or participants will remain overnight, include provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code to the satisfaction of the Plumas County Tax Collector.

Plumas County Tax Collector 520 Main Street, Room 203

Quincy, CA 95971  
(530) 283-6260

County Agency Approval:

The provisions for collecting transient occupancy taxes as described above, or attached hereto, are approved for the event as described in this application.

Marie Shahan  
County Tax Collector Signature / Date

5/17/2021

Plumas

**h) Transient Occupancy Taxes** Festival Name and Date: Soul Camp Aug. 6<sup>th</sup>-8<sup>th</sup>, 2021

If it is proposed or expected that spectators or participants will remain overnight, include provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code to the satisfaction of the Plumas County Tax Collector.

Plumas County Tax Collector 520 Main Street, Room 203

Quincy, CA 95971  
(530) 283-6260

County Agency Approval:

The provisions for collecting transient occupancy taxes as described above, or attached hereto, are approved for the event as described in this application.

Plumas

County Tax Collector Signature / Date

**I. Signature(s) of Applicant(s)**

I certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided hereon.

Signature Date:  
3/14/2021



Signature Date

NOTICE OF PUBLIC HEARING  
APPLICATION FOR MUSIC FESTIVAL  
At  
BELDEN TOWN RESORT & LODGE  
14785 BELDEN TOWN RD.  
BELDEN, CA 95915

The Plumas County Board of Supervisors will be holding public hearing on the following matter on Tuesday, July 13, 2021 at 10:00 a.m. in the Board of Supervisor Room 308, Courthouse, Quincy, California.

Outdoor Music Festival applications have been received for the following events to occur at the Belden Town Resort and Lodge:

**Soul Camp – August 6th through August 8th, 2021**  
**For The Funk Of It – August 13<sup>th</sup> through August 15<sup>th</sup>, 2021**  
**Priceless – September 23 through September 26<sup>th</sup>, 2021**

The Board will take public input and comments concerning these events, and may impose additional conditions appropriate for these permits.

For further information on these festivals and the above hearing please contact: John Steffanic, Plumas Sierra County Fair at (530) 283-6272.

Written comments should be mailed to: John Steffanic, Plumas Sierra County Fairgrounds, 204 Fairground Road, Quincy, California 95971.

## PLUMAS COUNTY FAIR USE ONLY

Completeness Verified by John Steffanic

Date Received 3/22/21

## OUTDOOR FESTIVAL PERMIT APPLICATION

Instructions to applicant(s):

1. Complete the form and mail or take to: Plumas County Fair Manager  
204 Fairgrounds Road  
Quincy, CA 95971
2. Use additional sheets of paper if necessary to complete the information requested.
3. Pay the filing fee deposit of \$1,000.00.
4. Make the check payable to Plumas County Fair

**A. Applicant (s)**

Applicants Name Spencer Rouse dba For The Funk Of It Productions

Residence Address 14 Terrace Dr, Chico CA 95926

Mailing Address PO Box 4904, Chico CA 95927

Telephone Number 530-354-0932

Business Address and Telephone Number (If different from above) n/a

\*Applicant must be the promotor of the event

**B. Owner(s)**

(Attach additional sheets if necessary)

Name Ivan Coffman

Mailing Address Belden Town Resort and Lodge 4785 Belden Town Road, Belden, CA 95915

Telephone (530) 283 9662

\*Attach letter(s) of authorization signed by the owner(s)

### C. Location of Event

**3. Location of Event**  
(Include all lands to be used for parking or incidental purposes)

Street Address Belden Town Resort and Lodge 4785 Belden Town Road, Belden, CA 95915 and 'Jack's Place' 25311 Hwy 70, Twain, CA 95984

Nearest town, Twain

Assessors Parcel Number(s) 002-340-002

#### **D. Dates & Hours of Event**

Dates of Pre-Event Setup: 8/9 - 8/12/2021

Dates of Actual Event: 8/13 - 8/15/2021

Dates of Post Even Activities: 8/16 - 8/18/2021

Hours of Event Activities for each day of Event: Early-entry will begin around 3pm on Thursday. Gates will open to the public at noon on Friday.

Live amplified music will start on Friday at 5pm and run until 3 am, Saturday from noon until 3 am, and Sunday from noon until 2 am.

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#### **E. Number of Attendees and Staff**

Number of Spectators/Participants and Staff for each day of Event: 800 expected participants. This includes all paid attendees, staff and musicians.

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#### **F. Maps and Diagrams**

Provide maps or diagrams showing the following:

- (a) Location of the property on which the proposed event and all related activities will be held.
- (b) Location of adjacent roads, lots, and residences
- (c) Parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property
- (d) Location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending
- (e) Location and orientation of loudspeakers
- (f) Location, style, wattage and orientation of all temporary lighting
- (g) Location of camping or other overnight areas
- (h) Location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

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#### **G. Program and Plans**

Complete the required information for the programs and plans listed on the following pages. Use additional sheets if necessary. The Fair Manager will circulate these plans to the appropriate County Departments for review and approval.

Belden Town Resort  
14785 Belden Town Road  
Belden, CA 95915

To Whom It May Concern,

I, Ivan Coffman, owner of Belden Town Resort and Lodge, give my permission for  
For The Frak off to take place on 8/13- 8/15 2021 at Belden  
Town Resort, (14785 Belden Town Road, Belden, CA 95915) and Jack's Place for  
parking (25311 Hwy 70, Twain, CA 95984).

Thank you,

Ivan Coffman

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Ivan Coffman – Owner, Belden Town Resort and Lodge

a) Commercial Liability Insurance

Festival Name and Date: FTFOI 8/13 - 15/2021

Describe the commercial liability insurance coverage for the proposed event and provide proof of said coverage to the satisfaction of the Plumas County Risk Manager.

Plumas County Risk Manager:      520 Main Street, Room 309  
Quincy, CA 95971  
(530) 283-6041

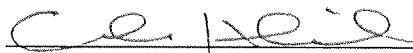
We are partnering with a non-profit, Future Kind, who will be providing the Event liability coverage.

\$1,000,000 Each Occurrence  
\$300,000 Damage to Rented Premises  
\$5000 Medical Expenses  
\$1,000,000 Personal and Adv Injury  
\$2,000,000 General Aggregate  
\$1,000,000 Products – COMP/OP AGG

The State of California and its workers, The Plumas National Forrest, Plumas County, Belden Town Resort and Lodge are named as additional insured with respects to General Liability per form CG2011 01/96 attached.

County Agency Approval:

The commercial liability insurance coverage described above, or attached hereto, is approved for the event as described in this application.

  
Plumas County Risk Manager

  
Signature / Date

b) Police Protection and Security

Festival Name and Date: FTFOI 8/13 - 15/2021

Describe the Police Protection and Security Plan for the proposed event to the satisfaction of the Plumas County Sheriff. Include a plan for the control and prevention of drug consumption and underage alcohol consumption.

Plumas County Sheriff: 1400 East Main Street  
Quincy, CA 95971  
(530) 283-6375

FTFOI will have 24-hour security coverage, provided by Belden's security team and our private security team. All security will be clearly identifiable and have radios for quick response to any events at the festival. Our private security team will all have current Guard Cards (Security Card Licenses from the Bureau of Security and Investigative Services). One patrol (2-man team) will be on duty at all times with another on standby in case of emergencies. We will run extra patrols during the evening to provide extra coverage if needed.

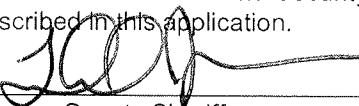
We will not be selling any alcohol during the festival. The only alcohol available will be provided backstage only to the artists. Belden's bar will be open throughout the festival, but we do not promote or advertise any alcohol consumption whatsoever. We will make announcements for all attendees to conduct themselves in a safe manner and will instruct our security teams to be aware of any unsafe alcohol consumption.

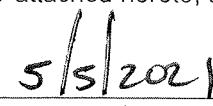
This is a family friendly event, and we expect our attendees to conduct themselves in a manner befitting a family event, we discourage public intoxication. This will be communicated via all social media, posters and emails, as well as announcements over the public address system. We will instruct our security team to be on the look out for any underage drinking, but we do not expect any incidents.

We do not condone the use of illegal drugs at FTFOI, and all of our staff will be vigilant and looking for signs of any illegal substance dealing, drug paraphernalia sales, or related issues. Staff will be immediately notified of any incidents and security and medical teams will be involved directly. Offenders face eviction from event and possible prosecution from local law enforcement. This will be communicated via all social media, posters and emails, as well as announcements over the public address system.

County Agency Approval:

The Police Protection and Security Plans described above, or attached hereto, are approved for the event as described in this application.

  
Plumas County Sheriff

  
Signature / Date

c) Emergency Preparedness Plans

FTFOI 8/13 - 15/2021  
Festival Name and Date: \_\_\_\_\_

Describe the Fire Protection, Evacuation Plan, and Wildfire Protection Plan for the proposed event to the satisfaction of the Plumas County Office of Emergency Services.

Plumas County Office of Emergency Services:

1400 East Main Street  
Quincy, CA 95971  
(530) 283-6375

Belden staff and our private security team are trained to handle emergency situations and will be prepared and equipped to do so in the event of an emergency at FTFOI. Our security team will be easily-identifiable and carry radios at all times in the event of an emergency.

#### EVACUATION PLAN

Our evacuation plan is indicated on the attached map. Attendees will be notified of the evacuation plan by email prior to the event and printed materials provided at the event, including a program and map.

Once our staff is notified of an evacuation requirement from CalFire, the CHP, the Sheriff's Office, or Plumas County, the security team and event leaders will assemble with Belden staff to review plans and assignment. An alarm will be sounded, the security team will move throughout the campground area with bullhorns, directing participants to report to the front of the lodge. No breakdown of camps or any event infrastructure will occur at the time of evacuation, only living beings will be evacuated. Our parking crew, box office crew and event leaders will oversee the vehicle traffic.

Attendees who have cars parked on-site, will be directed to get in their vehicles and proceed to the Belden RV parking lot, where they will fill their remaining seats with seat belts with drivers of the off-site vehicles. (To clarify, only drivers will be ferried to the off-site parking lot to maximize the number of cars returning to Belden to assist with the evacuation.) These on-site cars will then drive up Hwy 70 to the off-site lot and drop off their passengers. This process will continue as required, using our shuttle if necessary.

Attendees who are not driving to the off-site lot in on-site cars will be directed to follow the paved road out of town and across the bridge, then led across Hwy 70.

Cars returning to Belden from the off-site parking lot will load passengers in Belden and proceed southwest along the evacuations route as specified by CalFire/CHP/Sheriff/Plumas County. Belden staff have indicated that emergency vehicles will be coming from Quincy, and therefore evacuation will be directed onto Hwy 70 West.

FTFOI event leaders and security will conduct additional sweeps throughout the campgrounds to verify complete evacuation. Staff, not including event leaders will evacuate with participants. Once staff and participant evacuation is complete, security and event leaders will evacuate.

To prepare for emergency evacuations, roadways will be kept clear at all times and fires lanes clearly marked. All cars will be parked facing the direction of evacuation, per Federal and County regulations. Enough cars are kept on site to be able to implement the evacuations plan. Belden staff is in charge of the evacuation procedure and our staff will assist them as necessary to complete evacuation.

County Agency Approval:

SEE ATTACHED

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

Director, Plumas County OES

TODD JOHNS

6/2/2021

Signature / Date

c) Emergency Preparedness Plans Festival Name and Date: \_

Describe the Fire Protection, Evacuation Plan, and Wildfire Protection Plan for the proposed event to the satisfaction of the Plumas County Office of Emergency Services.

Plumas County Office of Emergency Services: 1400 East Main Street

Quincy, CA 95971

(530) 283-6375

Belden staff and our private security team are trained to handle emergency situations and will be prepared and equipped to do so in the event of an emergency at FTFOI. Our security team will be easily-identifiable and carry radios at all times in the event of an emergency.

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Attendees who have cars parked on-site, will be directed to get in their vehicles and proceed to the Belden RV parking lot, where they will fill their remaining seats with seat belts with drivers of the off-site vehicles. (To clarify, only drivers will be ferried to the off-site parking lot to maximize the number of cars returning to Belden to assist with the evacuation.) These on-site cars will then drive up Hwy 70 to the off-site lot and drop off their passengers. This process will continue as required, using our shuttle if necessary.

Attendees who are not driving to the off-site lot in on-site cars will be directed to follow the paved road out of town and across the bridge, then led across Hwy 70.

Cars returning to Belden from the off-site parking lot will load passengers in Belden and proceed southwest along the evacuation route as specified by CalFire/CHP/Sheriff/Plumas County. Belden staff have indicated that emergency vehicles will be coming from Quincy, and therefore evacuation will be directed onto Hwy 70 West.

FTFOI event leaders and security will conduct additional sweeps throughout the campgrounds to verify complete evacuation. Staff, not including event leaders will evacuate with participants. Once staff and participant evacuation is complete, security and event leaders will evacuate.

To prepare for emergency evacuations, roadways will be kept clear at all times and fire lanes clearly marked. All cars will be parked facing the direction of evacuation, per Federal and County regulations.

Enough cars are kept on site to be able to implement the evacuations plan. Belden staff is in charge of the evacuation procedure and our staff will assist them as necessary to complete evacuation.

#### FIRE PROTECTION

Our security team will conduct routine walking patrols throughout the town and campground and will remain vigilant for any fire activity. In addition, all participants are made aware of the strong danger of any fire and instructed to report any smoke, fire, or dangerous circumstances to the security team or FTFOI staff. The security team and Belden staff are equipped with radios at all times to respond to any incidents. Emergency responders will be notified of fire by phone or directly.

In addition, in the event of fire, Belden is equipped with a state of the art fire system. Belden has 2 dedicated fire hydrants, as well as one additional water source with a hose hook-up capability for use in firefighting, which is able to produce the output of 2 hydrants with 3 spigots attached to the tanks, 1 mounted unit and 4 10,500 gallon water tanks. Locations of these water sources are indicated in the attached map. Additionally, there are numerous spigot and hose hook-ups throughout Belden. Belden has the following hoses and appropriate reducers for said hoses:

- (10) 1.5 inch (100ft each)
- (8) 1inch (100ft each)
- (3) 2inch (50ft)
- (2) 3.5inch (100ft)

#### PREVENTION OF WILDFIRE

We clearly communicate to all of our attendees that no campfires, fire art, fire activities or open flames are allowed at the event, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. We will provide the information and the website to obtain the permits on our website and via emails. We will additionally post fire prevention signs throughout the campgrounds.

Fireworks, generators and portable equipment such as welding, cutting or chainsaws will not be permitted at FTFOI and will be communicated on our website and emails. If generators will be used as part of the event, we will ensure that they are only operated on land that is not forest covered, brush covered, or grass covered, but we do not expect to use any generators. FTFOI staff and security will ensure compliance with Cal PRC 4442.

#### Smoking:

All programmed activities take place on pavement or areas with no vegetation. Smokers will be encouraged by security and via the public address system and all electronic communications, to use these areas for smoking. Security is trained to identify unsafe smoking practices and intervene to encourage smokers to only use the safe areas.

#### Parking in dry grass:

Our designated parking areas will be cut to ensure there will be no car body or engine contact with the plant life or dried plant matter or do not contain live or dry plant matter. Designated parking areas will also be watered down before the event to minimize the possibility of combustion/spark ignition.

Vehicular evacuation plan, 640+ people;

The fire code for the town is 123 vehicles, these are parked facing toward the bridge, there are also another 50 parking spots allotted to us on the road west of Belden. This would allow about 600 or so people to be evacuated immediately with seat belts. We also have up to 24 RV's parked on property during our festivals which would allow 6-10 minimum per vehicle so there is another 80-180 people evacuated immediately. This gives us a minimum of 640 festival attendee's that can be evacuated immediately. Then foot traffic over the bridge would be minimal. If there are fliers that the county provides, they will be handed out to all of the festival promoters.

The staff, residents, and security teams, our (Evacuation team) at Belden will be handling traffic control, in case of a fire or other emergency evacuations. The vehicles will be parked facing out towards the bridge when parked on property, to avoid complications with traffic making its way out as quickly and safely as possible.

Phone contact numbers for Belden staff;

530-283-9662 bar

559-797-0172 Cory cell, 530-284-6154 home

530-927-7067 Ivan Coffman Cell

530-283-9341 Jody Coffman house

530-519-1054 Frank Boswell

d) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans

Festival Name and Date: FTFOI 8/13 - 15/2021

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health

270 County Hospital Rd. Ste. 127

Quincy, CA 95971

(530) 283-6355

The Belden Town restaurant will be open for food service from 7am - 10pm every day. Snacks and beverages can also be obtained at Belden's store, which is kept fully stocked during FTFOI. FTFOI also employs a food vendor that will provide food for the bands, volunteers and staff. There will also be 8 food vendors to provide food and beverages for all attendees. All food vendors will submit and Event Coordinator application to Environmental Health which will include the names and contact information for any temporary or mobile food vendors. We expect and require all vendors to comply with all state and county health department requirements, including the submission of a Temporary Food/Mobile Food Facility application at least 30 days prior to our event.

#### Water

Belden has two water sources and holds a current permit for these water sources, so we will be relying primarily on the Belden system for our water supply. These include one easy-to-access water fountain spigot centrally located. Belden store also sells bottled water. We make frequent announcements for people to hydrate themselves and stay healthy as well as asking our security team to direct all attendees to available water resources. This will also be communicated on our website and emails.

#### Sewage

Will be using Johnny On The Spot Toilet Rentals, based out of Chico, for our portable toilets. They are currently registered with Plumas County. We will be providing 28 toilets and 2 wash stations for the expected 800. All toilets will be cleaned and serviced daily. There are additionally toilets located in Belden in the lodge, and shower area. There are also bathrooms located in all of the cabins and hotel rooms. We will station two toilets at our off-site parking near Twain (Jack's Place).

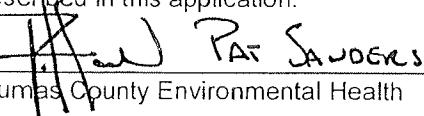
#### Solid Waste/Recycling

Belden will provide a solid waste dumpster for all solid waste collection. We will have 48 bins with good signage conveniently throughout the area for solid waste and recycling. These bins will be checked continuously throughout the day, every day. Campers will be informed they will be responsible for collecting and disposing of their own waste. Staff will also ensure all areas are left clean after the event. The collection and servicing of all bins will prevent odors, leakage, overflow and flies.

#### WASTE WATER DISPOSAL

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

  
Pat Sanders  
Plumas County Environmental Health

 5/13/21  
Signature / Date

**d) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans**

Festival Name and Date: \_\_\_\_\_

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health 270 County Hospital Rd. Ste. 127 Quincy, CA

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**WASTE WATER DISPOSAL**

# FEATHER RIVER

## BELDEN, CA

FEATHER RIVER

FEATHER RIVER

Belden Powerhouse

Eby Stamp Mill

Feather River Hwy

Hydrant

Belden Town  
Resort and Lodge

Hydrant

Belden Ravine

Additional Water Source  
(2 Hydrants Water capacity)

Train Tracks

Evacuation P

Walking Path

Road

Sandy Area

No Camping /

Lawn Area

Pacific Crest

Trail

Corral

(No camping past this point)

Corral

Corral

Corral

Corral

FTFOI will have medical support available on-site at all times. MARS agrees to provide the medical services described in the attached Medical Services Plan approved by the Plumas County Health Officer. For all others medical issues we have sufficient resources to treat injuries on site or provide transportation to local medical centers.

We will provide:

At least 2 California licensed EMS providers, one with EMT-B certification or higher and one with EMT-P certification or higher. Both will be available and stationed at a dedicated First Aid Station clearly marked and accessible to attendees. It will be located just inside Belden at the end of the bridge.

An automated external defibrillator (AED) and certified CPR staff will be available at all times. These medics will evaluate and treat any injury or illness brought to the attention of FTFOI staff.

On-site medics will perform assessment to determine appropriate treatment and whether treatments should be on-site or at a local medical center. If treatment at medical center is required or advised, the medics will make recommendations regarding the appropriate mode of transportation.

Medics will administer BLS (basic life support) care, including treatment of cuts, scrapes, sprains, and other injuries, which do not require escalated diagnostics or specialist consultation.

Basic resuscitation equipment and medications as well as other basic equipment and supplies will be provided by MARS, and will be available for medics' use. This includes a blood pressure cuff, basic splinting and bandaging supplies, and immobilization devices.

A vehicle will be kept ready to transport the medics to the patient if necessary. A vehicle and driver will also be kept ready to transport any injured or ill participant or staff member to local medical facility if the participant does not have a vehicle available and the medical event does not warrant an ambulance call.

Stethoscopes, oxygen, epi-pens, and naloxone will be available for use by emergency personnel.

A completed ICS Form 206 will be submitted to PCPHA two weeks prior to this event.

I have been in discussion with our medical provider Joseph Pred from Mutual Aid Response Services who is also a certified Covid Compliance Officer. We have come up with a Covid mitigation plan that I am sharing with you. Please let me know if there is anything missing or any questions you may have.

#### Plumas County MARS Covid Mitigation Plan for FTFOI

1. FTFOI will require Proof of Vaccination or Negative PCR test within 72 hours of event for staff, attendees, and for talent staying on site for the event. FTFOI will have screeners located at the off-site parking area in Twain and on-site as well as a Covid Compliance Officer to ensure compliance before allowed entrance into the event.
2. Covid screening questions and temperature screening upon entry for all persons, as required by county public health guidance.

If requested, FTFOI will have screeners located at the off-site parking area in Twain and on-site as well as a Covid Compliance Officer to ensure compliance before allowed entrance into the event.

3. Production to provide a dedicated Covid Compliance Officer during event hours.

FTFOI will have a dedicated position of Covid Compliance Officer to roam the event to ensure all staff, volunteers and bands are in full compliance with Covid protocols in effect. The CCO will be in direct communication with both MARS and the security staff during event hours.

4. Indoor entertainment only as allowed by tier and state requirements.

At this time, FTFOI has no plans for any indoor entertainment. If this changes, due to weather etc., then FTFOI will comply with all state and county mandates to ensure Covid compliance.

5. Covid public health signage (eg social distancing, etc.) as required by county or state public health guidelines. FTFOI will post signage throughout the venue as needed.

6. Social distancing pods in front of stages.

If required by county or state guidelines, social distancing pods will be created and enforced in areas where entertainment is provided.

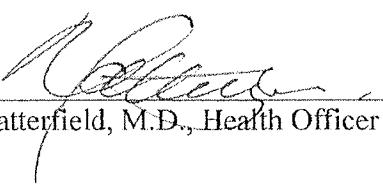
7. Mutual Aid Response Services medical personnel will screen all patient contacts for Covid. MARS will be screening all attendees who visit the medical tent for any reason for Covid symptoms.

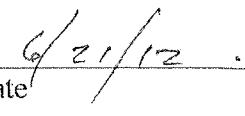
8. Any festival staff or attendees who develop symptoms that might suggest active COVID-19 infection will be isolated at least 6ft. away from other event attendees until they can be transported safely off the festival premises.

9. All CDPH food, lodging, and camping guidance in place at the time of the event will be complied with.

County Agency Approval:

The Medical Facilities and Services Plan described above, or attached hereto, are approved for the event as described in this application.

  
Mark Satterfield, M.D., Health Officer

  
Date

f) Parking plan

Festival Name and Date: FTFOI 8/13 - 15/2021

Describe the parking plan for the proposed event to the satisfaction of the Plumas County Planning Department.

Plumas County Planning Department

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

FTFOI staffs a team devoted to parking exclusively, which will coordinate all parking of vehicles on the property in accordance with Plumas County, Belden, and the U.S. Forest Service rules and regulations.

FTFOI will be selling 100 Parking Passes for passenger type vehicles and trucks (non-commercial), 50 Band vehicles, and up to 300 off-site passenger vehicles (which includes staff, and volunteers) at the off-site parking in Twain.

With the extra space both on and off-site parking there should be ample parking for all staff, bands, and attendees.

All 100 Parking Passes will be for parking off the main road parked facing outward for an emergency departure. Band parking for 50 vehicles will be in the PG&E parking lot.

All remaining vehicles will be parked at the off-site parking in Twain 11 miles away called "Jack's Place" can accommodate up to 500 vehicles. FTFOI plans on utilizing up to 300 spaces in Twain. All attendees will be shuttled to Belden from this site.

We will also be selling Parking Passes for approximately 18-20 RV vehicles in the 27 RV spaces with full hookups at Belden. We may also make accommodations for 4-6 small RV vehicles such as camper vans and pickups with camper shells to park off the main road without hookups.

We will have a crew of 6-8 coordinating with Beldentown staff to facilitate parking. Again, all vehicles will be parked facing the exit with wheels out turned for a direct emergency exit if needed.

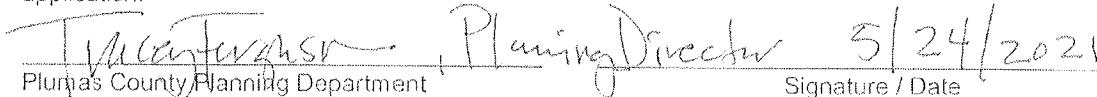
We will have 2 Cal Trans easement special event ahead signs indicating the festival and parking.

As stated in the Emergency Plan, there will be a 15-foot NO PARKING ZONE / FIRE LANE ACCESS shall be left along Belden Town Road. Belden will ensure that all areas used for parking with combustible surfaces will be mowed prior to the event.

We recommend carpooling when appropriate on our website under the "Directions" tab on our website, [www.ftffest.com](http://www.ftffest.com)

County Agency Approval:

The parking plan described above, or attached hereto, is approved for the event as described in this application.

  
Tracy Ferguson, Planning Director 5/24/2021  
Plumas County Planning Department

Signature / Date

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works

1834 E. Main Street  
Quincy, CA 95971  
(530) 283-6268

**Access/On Site Traffic Control:**

Prior to event, Belden will pick up the "Special Event" signs so people know to slow down while vehicles are turning onto the bridge from Hwy 70. We will have 2 Caltrans easement special event ahead signs indicating the festival and parking.

We will spray chalk to prep the area;

Arrows off the bridge and up to the RV lot to direct arrival traffic flow. Post "NO PARKING" and "FIRE LANE" signage on the high road near the main camping area, and create a border to mark the width of the fire lane needed along the entire road.

As people arrive:

All ticketed attendees will check in at Jack' Place, 11 miles past Belden. Vehicles will be ushered off the highway to avoid blockage by staff and clear signage. If attendees do not have a parking pass, they will be directed to appropriate parking spots at Jack's place and shuttled to the event. Shuttled attendees will be dropped off by the Garage in Belden. There will be a gear shuttle service for campers to be dropped off at specific locations, see map, or may proceed on foot to the campgrounds.

Ticket purchases will be held at Jack's Place. Attendees will and loop around perimeter with the driver remaining in the vehicle at all times. We will have staff and security to ensure.

All vehicles with on-site Parking Passes will have their noses pointing out back towards the bridge, ready to drive back out or be directed to parking spots. All traffic is instructed to move slowly and cautiously. If no parking pass is obtained, then vehicles will be directed across the bridge and to Jack's Place to park, then shuttled back to the event.

We work diligently with the Belden staff to ensure that parking is efficient and according to all guidelines. All parking staff will be in communication with event leaders, and security via radios at all times. All attendees with parking passes will be continuously guided to the appropriate parking spots and correct parking technique, i.e. wheels facing the exit and pointed towards the street for easy evacuation. No vehicles will be allowed to park to look for camping spots, all vehicles will be parked appropriately before the driver may exit the vehicle. If a vehicle is found to parked inappropriately all efforts to find the driver will be employed including the use of note on the car, bullhorns, public address system and scouring the grounds. If the vehicle is not removed in timely manner, the vehicle will be towed at the owner's expense. This will be communicated throughout the event via public address system, bullhorns, and via all electronic communications to our attendees.

County Agency Approval:

The traffic control plan as described above, or attached hereto, is approved for the event as described in this application

  
Plumas County Department of Public Works

5-20-21

Signature / Date

h) Transient Occupancy Taxes

FTFOI 8/13 - 15/2021  
Festival Name and Date: \_\_\_\_\_

If it is proposed or expected that spectators or participants will remain overnight, include provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code to the satisfaction of the Plumas County Tax Collector.

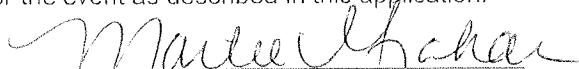
Plumas County Tax Collector

520 Main Street, Room 203  
Quincy, CA 95971  
(530) 283-6260

We will be charging \$13,300 for the overnight provisions for the 3 days, which is \$4967.00 over the \$8700 that Belden pays. We will pay the 9% tax on the overage, totaling \$447.03.

County Agency Approval:

The provisions for collecting transient occupancy taxes as described above, or attached hereto, are approved for the event as described in this application.



Plumas County Tax Collector

  
5/17/21

Signature / Date

4B



# BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
GREG HAGWOOD, DISTRICT 4  
JEFF ENGEL, DISTRICT 5

July 13, 2021

Department of Transportation (Caltrans)  
Attn: Permits Engineer  
1000 Center Street  
Redding, CA 96001

Attn: Permits Engineer

Subject: Special Event Encroachment Permit for the Following Outdoor Festivals at Belden Resort

- Soul Camp – August 6<sup>th</sup> through August 8<sup>th</sup> , 2021
- For the Funk of It – August 13<sup>th</sup> through August 15<sup>th</sup> , 2021

This letter follows an in person request on July 6, 2021 from the Event Manager of Belden Resort requesting a letter supporting the special events associated with the Belden Music Festivals.

Plumas County Regulates Outdoor Festivals with the County through Chapter 6 of Title 5 of the Plumas County Code. The code requires that the Board of Supervisors vote to approve a completed application of a proposed outdoor festival before the festival event can be considered approved by the County.

The Plumas County Board of Supervisors understands that Caltrans is requiring a Special Event Permit for the above referenced festivals and is requiring, as a condition of the Caltrans Special Event Permit a letter of support from the Plumas County Board of Supervisors. It is especially noted that the Caltrans permit is limited in scope to the traffic control within the State right of way of State Highway 70.

Please understand that all of the above festivals are subject to review and approval of an Outdoor Festival Permit by the Plumas County Board of Supervisors. None of the above festivals has secured their Outdoor Festival Permit approval for the 2021 Festival season. This letter shall not be construed as an approval of any of the above Festivals.

Notwithstanding the above, The Plumas County Board of Supervisors are in support of these festivals provided that they all apply for and receive approval for their respective Outdoor Festival Permits prior to commencement of their respective events.

Sincerely,

Jeff Engle, Chair  
Plumas County Board of Supervisors