



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, Chair 5th District

AGENDA FOR REGULAR MEETING OF

December 14, 2021 TO BE HELD AT 10:00 A.M.

IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

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.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) 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 Government Code section 54953(e), 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

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. **DISASTER RECOVERY OPERATIONS** - Dennis Schmidt
Report and update Dixie Fire Recovery efforts; receive report and discussion
3. **CONSENT AGENDA**

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

- A. **FACILITY SERVICES**
 - 1) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Facility Services and Skyline Home Improvement, for roofing services for County Facilities; not to exceed \$10,000.00; approved as to form by County Counsel [View Item](#)
 - 2) Approve and authorize the Chair to sign Agreement between Plumas County Facility services and Western Bat Specialist for bat guano clean-up in the Chester Library attic; not to exceed \$10,836.00; approved as to form by County Counsel [View Item](#)

- B. **PROBATION**
Approve updated Community Corrections Partnership (CCP) Public Safety Realignment Plan and Survey for FY 2021-2022 [View Item](#)

4. DEPARTMENTAL MATTERS

- A. **DISASTER RECOVERY OPERATIONS CENTER**
Adopt **RESOLUTION**, pursuant to Plumas County Code Section 4-9.208(a), setting December 21, 2021 as the deadline applications for the Alternative Debris Removal Program must be received by the County **Roll call vote** [View Item](#)
- B. **ENVIRONMENTAL HEALTH** – Rob Robinette
Approve and authorize the Interim Director of Environmental Health to recruit and fill, funded and allocated 1.0 FTE Environmental Health Specialist I/II or Hazardous Materials Specialist I/II ; position created by resignation; discussion and possible action [View Item](#)
- C. **HUMAN RESOURCES** – Nancy Selvage
 - 1) Appoint Interim Director of Disaster Recovery Operations Center, until vacant position is filled; discussion and possible action
 - 2) Appoint Interim Director of Facility Services, until vacant position is filled; discussion and possible action
- D. **PUBLIC WORKS / ENGINEERING DEPARTMENT** - John Mannle
Approve and adopt the Eureka Heights Subdivision and Planned Development, Designated Remainder Final Map; no fiscal impact or County responsibilities are created, or assumed by accepting the final Map; approved as to form by County Counsel; discussion and possible action [View Item](#)
- E. **PLANNING DEPARTMENT** – Tracey Ferguson
Adopt **RESOLUTION** authorizing the Planning Director to sign the Application Report and other required documents concerning the Open Space Subvention Act; discussion and possible action; **Roll call vote** [View Item](#)

F. PROBATION – Keevin Allred

Approve and authorize the Chief Probation Officer to Recruit and fill; funded and allocated 1.0 FTE Deputy Probation Officer; vacant due to resignation; discussion and possible action [View Item](#)

5. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Appoint Rebecca K. Herrin to the Greenhorn Creek Community Services District Board; discussion and possible action.
 - 2) Appoint Nichole Barnes to the Grizzly Lake Community Service District Board; discussion and possible action.
- B. Conduct an Appeal Hearing of an Administrative Citation under Plumas County Code section 1-8.07 for Assessor's Parcel No. 028-030-023-000 located at 125 Black Tail Ridge, Portola, CA. [View Item](#)
- C. 0Rebuild – Visioning + Planning – A Path Forward; 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

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee appointment or employment - Interim Director of Disaster Recovery Operations Center.
- B. Personnel: Public employee appointment or employment – Interim Director of Facility Services
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- E. Conference with Legal Counsel: Existing litigation In Re Purdue Pharma, L.P., et al., Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) as tied to the following litigation, County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- F. Conference with Legal Counsel: Existing litigation – BNSF Railway Company v, Alameda County, et al., United State District Court, Northern District of California, Case No. 19-cv-07230-HSG, pursuant to Subdivision (d)(1) of Government Code Section 54956.9.
- G. Discussion regarding Administrative Citation Appeal for Assessor's Parcel No. 028-030-023-000 located at 125 Black Tail Ridge, Portola, CA

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, December 21, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California

**TODAYS REGULAR MEETING OF THE BOARD OF SUPERVISORS
IS DEDICATED IN MEMORY OF
RALLIN KLUNDBY**

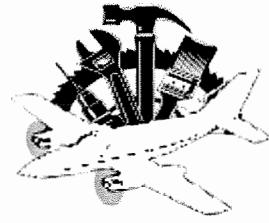


Kevin Correira
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: December 14, 2021

TO: Honorable Board of Supervisors

FROM: Robert McAdams – Fiscal Officer

SUBJECT: Request to ratify, approve, and authorize Board Chair to sign contract between Facility Services and Skyline Home Improvement for roofing services for county facilities.

Recommendation

Ratify, approve, and authorize Board Chair to sign contract between Facility Services and Skyline Home Improvement for roofing services for county facilities.

Background and Discussion

Skyline Home Improvement provides roofing services such as inspection, regular repair, emergency repair, maintenance, and waterproofing and have been contracted by the county for this service for several years.

Contract not to exceed \$10,000.00

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

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services** (hereinafter referred to as "County"), and **Skyline Home Improvement**, a 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, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Ten Thousand dollars and 00/100** (\$10,000).
3. Term. The term of this agreement shall be from **December 1, 2021 through November 30, 2022**, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Skyline Home Improvement from December 1, 2021 to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

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

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

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

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

COUNTY INITIALS

CONTRACTOR INITIALS

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. Contractor represents that it holds a current and active license as a **Class B – General Building Contractor** and **Class C39 – Roofing, issued by the state of California, No. 909936.**

11. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
12. 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.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

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

County:

Facility Services
County of Plumas
198 Andy's Way
Quincy CA 95971
Attention: Kevin Correira, Director

Contractor:

Skyline Home Improvement
PO Box 56
Twain CA 95984
Attention: Hardy or Joyce Lindahl

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

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

CONTRACTOR:

Skyline Home Improvement, a partnership

By: _____

Name: Hardy Lindahl

Title: Owner

Date signed:

By: _____

Name: Joyce Gerry-Lindahl

Title: Owner

Date signed:

COUNTY:

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

By: _____

Name: Jeff Engel

Title: Board of Supervisors, Chair

Date signed:

ATTEST:

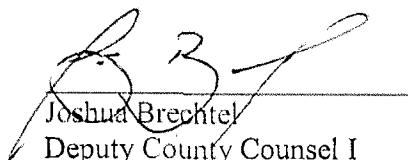
By: _____

Name: Heidi Putnam

Title: Clerk of the Board

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

11/30/2021

_____ COUNTY INITIALS _____

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Contractor shall provide roofing services on an 'as-needed' basis upon request by the Facility Services Department.
2. Service contemplated by the parties include, but are not limited to, the following:
 - a. Inspect
 - b. Regular repair
 - c. Emergency repair
 - d. Maintenance
 - e. Waterproofing
3. All work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

EXHIBIT B

Fee Schedule

1. Unless otherwise specified in writing, Contractor shall be paid:
 - a. Labor - \$128/hr/person
2. Unless otherwise specified in writing, Contractor shall be paid monthly upon submittal of a written invoice to the County setting for the following:
 - a. A description of the services provided including the date of services(s), amount of time expensed, and any applicable hourly rate.
 - b. A description of any reimbursable materials and costs incurred, date(s) incurred, to whom incurred, together with supporting documentation for the same.
3. Unless otherwise specified in writing, County shall make payment within 30 days of receipt of Contractor's invoice.
4. In no event shall the total amount paid to Contractor exceed the maximum amount set forth in Paragraph 2 on page 1 of this agreement.

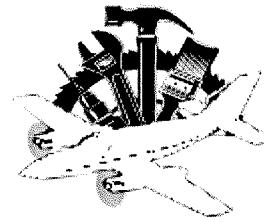


Kevin Correira
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: December 14, 2021

TO: Honorable Board of Supervisors

FROM: Robert McAdams – Fiscal Officer II

SUBJECT: Request to approve and authorize Board Chair to sign contract between Facility Services and Western Bat Specialists for bat guano clean up in the Chester Library attic.

Recommendation

Approve and authorize Board Chair to sign contract between Facility Services and Western Bat Specialists for bat guano clean up in the Chester Library attic.

Background and Discussion

In October of 2020, the county contracted with Western Bat Specialists for the exclusion of the bat population in the Chester Library attic. The exclusion was successful and now it is time to clean up the bat guano which is supported by this contracted. The Board approved this project in FY21/22 Capital Improvement budget approval process due to the possibility of an employee health and safety issue.

Contract not to exceed \$10,836.00.

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

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Department of Facility Services** (hereinafter referred to as “County”), and **C. Wright & Wright Enterprises, Inc.**, a CA corporation doing business as **Western Bat Specialists** (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Ten Thousand Eight Hundred Thirty Six dollars and 00/100** (\$10,836.00).
3. Term. The term of this agreement shall be from **January 1, 2022** through **June 30, 2022**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____ COUNTY INITIALS

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

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

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

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

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

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

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **Class B General Building Contractor**, issued by the State of California, No. 991099.

11. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
12. 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.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

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

County:

Facility Services
County of Plumas
198 Andy's Way
Quincy CA 95971
Attention: Kevin Correira, Director

Contractor:

Western Bat Specialists
1468 Sky Harbor Dr., Ste. A
Olivehurst CA95961
Attention: Chad Anthony Wright, CEO

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

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

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

CONTRACTOR:

C. Wright & Wright Enterprises, Inc. dba
Western Bat Specialists, a CA corporation

By: _____

Name: Chad Anthony Wright

Title: CEO

Date signed:

By: _____

Name: Rebekah Victoria Wright

Title: CFO

Date signed:

COUNTY:

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

By: _____

Name: Jeff Engle

Title: Chairman, Board of Supervisors

Date signed:

APPROVED AS TO FORM:



Plumas County Counsel

ATTESTED

Clerk of the Board

_____ COUNTY INITIALS

EXHIBIT A

Scope of Work

See Attached

_____ COUNTY INITIALS

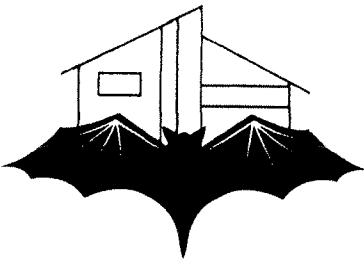
- 8 -

CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

See Attached



WESTERN BAT SPECIALISTS

Safe & Humane Bat Removal Since 1991

1468 SKY HARBOR DR. STE. A | OLIVEHURST | CA. 95961

DIRECT LINE: 530-923-7422 FAX: 530-923-2330

GOTBATS.WBS@GMAIL.COM • WWW.BATPROBLEMS.NET

C. Wright & Wright Enterprises, Inc. | Western Valley Construction | CSLB#991099 | TP-10252 | BL WES0017

November 22, 2021 - REVISED

Job #7059

Contract Signed on: _____

Chester Library

Contact: JD Moore

PH: (530) 386-4373

EM: jdmoore@countyofplumas.com

Claim #:

Insurance Company:

Desk Adjuster:

Field Adjuster:

Re: Bat Damages Remediation Report | Bid Good Until: June 1, 2022
Location: 210 1st Avenue | Chester, CA 96020

THIS ESTIMATE AND EVALUATION IS MADE BASED ON THE VISIBLE DAMAGE
INSPECTED AND IS MADE IN GOOD FAITH. IN THE EVENT THAT ADDITIONAL DAMAGE
IS FOUND, FURTHER ADJUSTMENT TO THE ESTIMATE MAY BE NEEDED.

'Notice of Right to Cancel' may be mailed to:

Western Valley Construction

1468 Sky Harbor Drive, Suite A

Olivehurst, CA 95961

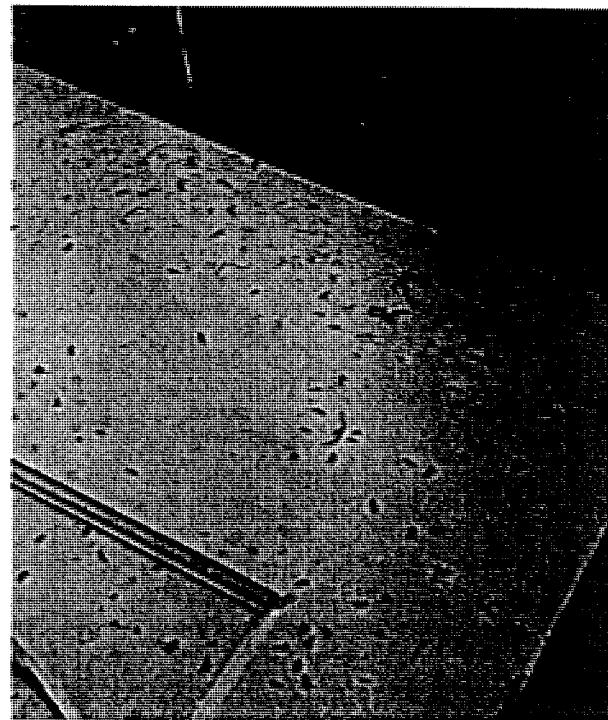
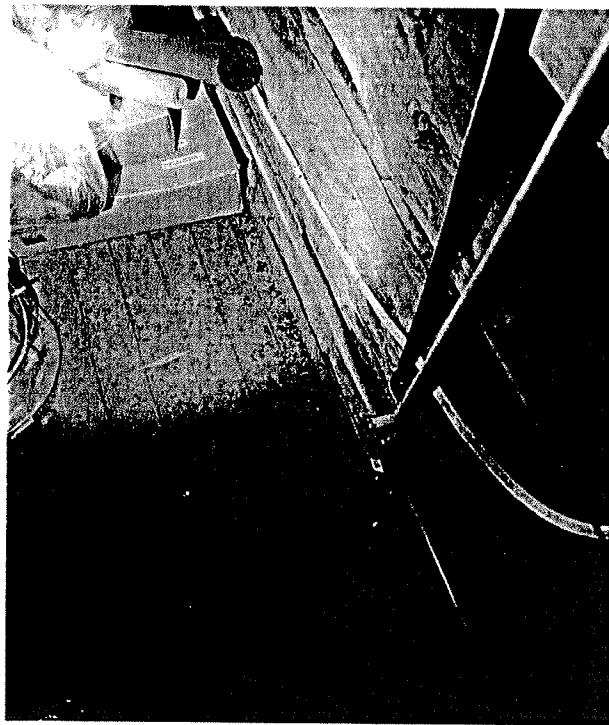
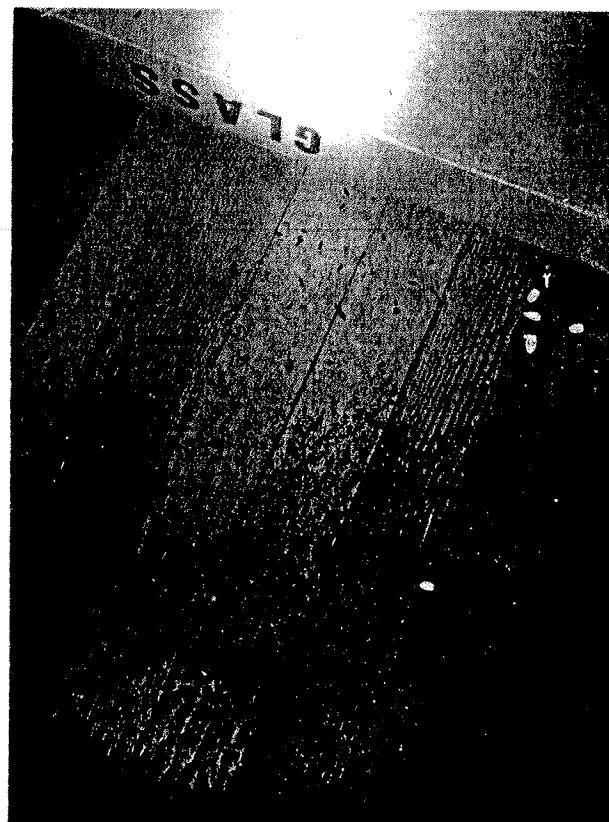
Survey: Upon inspection, the Bat Specialist found that bats are currently accessing gaps near the log siding, beam ends, dormer pockets, eaves, and delta ribs. Guano, urine, and rub marks were present at time of inspection.

Chinking was missing throughout the logs.

Once bats gain access to a building they typically travel throughout the structure. When travelling or roosting bats cause damage as they deposit their guano (feces) and urine. **This damages any wood components and insulation.**



Page 1 of 17



Western Bat Specialists does not use spray foam, as this product has been known to trap/harm bat colonies.

A Bat exclusion was performed on October 23, 2020. Exclusion involves the installation of one-way devices (excluders) in key locations. These devices allow the bat colony to safely exit the structure without the ability to re-enter.

In addition, inactive areas which are susceptible to bat intrusion were sealed preventatively (as needed and determined by our Specialist) in order to prevent bat relocation/intrusion. Bats are extremely tenacious and territorial and will attempt, season after season, to re-enter their former roost.

Please note: Bats are wild animals and we cannot, nor do we claim to, control where they choose to hang or where they deposit guano (feces) and urine. Bats **may** hang on/around the exclusion devices in an attempt to find a way back into their former roost. If you have concerns regarding bats hanging on your structure, please contact our office for hangout solutions.

Remediation Attic Damages: A **complete remediation of the accessible attic space** will need to be performed in order to remove all guano (feces) and urine damages. All traces of guano (feces) and urine need to be removed, disposed of and disinfected. In addition, damaged insulation needs to be removed, disposed of and replaced with like kind.

The attic space is currently occupied with miscellaneous belongings and being utilized as a storage space. This estimate does not include the removal or sanitization of these items. If this is requested, a change order will follow.

Bat Guano Cleanup Scope of work:

- Safety gear (masks, suits, equipment) – Protection - bat guano carries diseases and can cause in some cases an infection caused fungus called histoplasmosis – For more information please review the CDC's Website and or your health care provider. For reference only see website information below:

<https://www.cdc.gov/features/bats/index.html>
<https://www.cdc.gov/fungal/diseases/histoplasmosis/index.html>

- Properly remove and properly dispose of visible guano (feces)
- Removal & reinstall of 80 sq ft of soffit to remove guano/properly dispose of
- Clean and scrub wood components with brushes to remove any surface soiling not readily removed with vacuum devices.
- Treat all wood components with a disinfectant odor eliminating anti-microbial solution, allowing drying between treatments. *
- Provide Ozone treatment

We recommend reinsulating the space; however, we did not include this in our estimate. If you would like this to be included, please reach out to our office.

*If any residual odors linger it can be caused by porous materials in the structure and may require additional ozone treatment. (This is an additional fee). If this occurs, to eliminate all odor, Ozone would have to be set up inside for a minimum of 7 days and all residents, including animals, will have to vacate premises during this treatment. We don't recommend this unless it becomes necessary.

Adequate protective clothing / respiration protection will be worn during the course of remediation / restoration.

Please note: guano and urine have a *high concentration of uric and other acids*, meaning that the guano and urine are extremely corrosive. This is especially true when there is repeated contact with surfaces such as metals and wood. Urine will cause wood deterioration. As the urine saturates the surfaces of wood and crystallizes, the wood fibers expand and separate. This can be quite severe, ultimately resulting in the need to replace such materials.

Contract Price for Bat Remediation of Attic

All costs include labor, materials and acquisition, equipment, area preparation and protection, setup, and cleanup.

Accessible: 1 Attic with Scissor Truss design (approx. 5,960 sq. ft. in total)

1. Respirators/protective clothing/gloves	\$125.00
2. Bat guano (feces) removal and proper disposal in attic (up to 5,960 sq. ft.)	\$5,106.00
3. Wood component cleaning/scrubbing in attic (up to 5,960 sq. ft.)	\$1,067.00
4. Chemical treatment (multiple treatments, allowing dry time in between)	\$788.00
5. Ozone treatment (during remediation only)	\$250.00
6. Removal & Reinstallation of approximately 80 sq ft of soffit (guano removal/proper disposal of)	
*Material will be removed in such a manner as to limit a damage before reinstallation. However, due to age of material and condition of existing soffit, if we are unable to reinstall, a change order will follow for replacement of materials.	\$3,500.00

*If you are interested in having the space insulated, please give our office a call at 888-550-2287 (BATS) for pricing.

Contract-Attic Remediation Total:

\$10,836.00

****This estimate does not include any paint.***

The cost estimate includes:

- Costs for local material / equipment delivery to and service provider transportation to and from the job site
- Costs for job cleanup and debris removal at project completion
- Labor setup time, mobilization time
- Sales tax on materials and supplies

The cost estimate does NOT include (unless specifically stated):

- Costs for removing, relocating, repairing, or modifying existing framing, surfacing, HVAC, electrical, and plumbing systems - or bringing those systems into compliance with current building codes
- Costs for remediation of hazardous materials (asbestos, lead)
- Paint or Electrical Work

C. Wright & Wright Enterprises, Inc. and or Western Bat Specialists is in no way responsible or liable for any inconvenience or damage to personal property, health, or injury to anyone by bats and or their feces or urine. We are not liable for any damages or inconvenience caused by bats re-infiltrating the structure. We are not responsible for any further remediation and or replacement of materials due to bat damages.

Western bat specialists cannot guarantee, nor do we claim to remove all odors in a home/structure

Would you like to make Interest-Free Payments for 1 year?

Contact our office, no credit application required.

-Must be approved by Management-

Payment Agreement must be signed prior to work commencement.

If a payment is initiated, the above outlined payment terms will be altered.

Contact our office for more details. A payment form will need to be completed.

**Payment Terms:**

Down Payment: May not exceed \$1,000.00 or 10% of the contract price, whichever is less. Due upon contract acceptance/signing. Non-refundable.

PROGRESS PAYMENTS REQUIRED (for remediation). PLEASE SEE PAYMENT SCHEDULE BELOW:

Total Contract Price	\$10,836.00
Down Payment (10% or \$1,000.00, whichever is less) – <u>due at contract signing</u>	-\$1,000.00
Amount Remaining to be Billed to Customer (covered by below payment schedule)	\$9,836.00

Work of Service Performed

Payments to be made in (2) installments and are due upon completion of materials, work, or service performed, as outlined below:

1. Delivery of materials to jobsite and commencement of project	\$4,918.00
2. Project at 100% completion	\$4,918.00
<i>Amount of Progress Payments</i>	\$9,836.00

Final Payment and Final Documents: Upon receipt of final payment to the Contractor, the Homeowner will receive all unconditional releases of lien.

Additional Items/Change Orders: The above outlined payment schedule does not account for any additional or Change Order items. Any additional/change order work that has been contracted between the Homeowner(s) and the Contractor is payable upon completion and is not eligible for financing. Payment is due upon completion regardless of Insurance coverage. If the Insurance company agrees to cover costs of additional work but then defaults on payment, the Homeowner is ultimately responsible.

Insurance Payments: Payment is due as outlined and the homeowner is responsible for all payments. If the insurance company defaults in payment the homeowner is still responsible for payment. It is not the responsibility of WBS and or WVC to seek payment. It is the homeowner's responsibility to make all payments as agreed.

Inspections: Inspections will be called in as required by local jurisdictional codes throughout the project as needed and or required, including the final inspection at completion.

PLEASE PRINT, SIGN, AND DATE BELOW:

By signing below the Homeowner(s) acknowledge and agree to the payment distributions as outlined above.

Print Name: _____ Sign: _____ Date: _____

Print Name: _____ Sign: _____ Date: _____

C. Wright & Wright Enterprises, Inc. DBA: Western Valley Construction and/or another related DBA. is in no way responsible or liable for any inconvenience or damage to personal property or injury.

Bat Exclusions Hibernation and Maternity Season/s Information:

Bats have protections and guidelines both within the state of California and the Federal Government (some bats are federally protected). We follow guidelines and regulations that have been put in place by Fish & Game. **Please don't harm bats.**

Other companies may agree to do bat exclusions during maternity or hibernation; this is wrong and illegal in most states and extremely harmful to bats which can make a bad situation worse.

Some species have a "Protected" status, or "Species of Special Concern". Therefore, Bats are protected during certain times. Our hands are tied due to regulations put into place by the State.



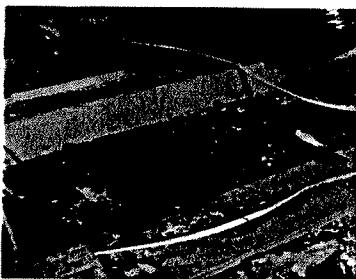
If anyone offers to do bat work for you - please keep in mind **somethings not to do**. This is important as many companies do not have experience with bats and try resolving bat problems in ways that are not approved nor should be done for the safety of the structure as well as the safety of the bats.

- **Never use spray foam** – it will expand and attach to the bats' wings, leading to dead bats – trapped and bat bugs. Additionally, it is not appealing on the structure and not approved with the state of CA.
- **June 1st is the start of maternity season** and pups will be born. Please do not do work after this date. Season ends Mid-August depending on Location.
- **Mid November is the start of Hibernation Season**. Please do not do work after this date. Season ends February / March Depending on Location.
- Some people watch bats leave in the evening and then seal their active hole. Bat Colonies do not all leave at the same time and bats can be left behind. This will cause bats to become trapped and lead to death.
- Never trap bats in Boxes. – This leads to death.
- Never spray bats or fumigate. – this is illegal.

*We are happy to solve your bat problems!
Please visit our website for more information www.batproblems.net*

Supplemental Information and examples of insulated cavities & Accessible Attic Spaces:

Many times, we have been asked why a remediation needs to be completed. This is a recommended option to remove all bat damages from the home.



Please, find attached some sample photos of previous home/s that we have remediated. These photos show what clean-up work entails, and what we encounter when we start tearing into previously infested insulated spaces.

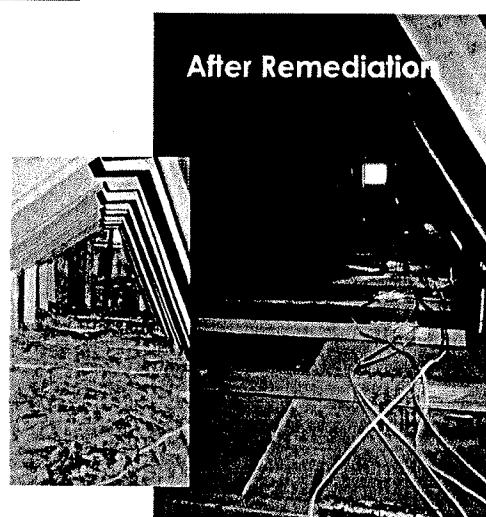
We do know bats have entered and occupied into the insulated cavities and or the accessible attic space. We know how bats travel and we have the experience and knowledge in how homes are constructed. As well, we have evidence - not limited to; guano, urine, visual observation, audible evidence, presence of odor, insulation being pulled out by bats and body markings. This along with our expertise we are able to determine that bats have travelled into these areas. Please see below – Examples of what is found in the insulated cavities. Bats cause damage to homes when roosting, this causes damage to the insulation and wood members.



¹¹Please note: bat guano carries disease and can cause in some cases histoplasmosis (an infection caused by a fungus). This is for informational purposes only. For more information, please review the CDC's Website and/or your health care provider. Western Bat Specialists is in no way responsible or liable for any inconvenience or damage to personal property, health, or injury to anyone by bats and or their feces or urine.

For reference only see website information below:

<https://www.cdc.gov/features/bats/index.html> <http://www.cdc.gov/fungal/diseases/histoplasmosis/index.html>

Example pictures –before and after of the same attic space.

Please contact our office if you need any additional information. Pictures are for informational purposes only. Pictures are not to be distributed - All rights reserved © Please note: these are not of the home and only an example.

C. Wright & Wright Enterprises, Inc. and or Western Bat Specialists is in no way responsible or liable for any inconvenience or damage to personal property, health, or injury to anyone by bats and or their feces or urine.

Western bat specialists cannot guarantee, nor do we claim to remove all odors in a home.

GENERAL CONSTRUCTION DETAILS & ADDITIONAL INFORMATION FOR PROPOSED ESTIMATE:

Corporate info: Our corporate name is C. Wright & Wright Enterprises, Inc. Our Construction Department and Bat Exclusion / Remediation Division/department work hand-in-hand. Western Bat Specialists Trappers License TP-10252, BL WES0017, Our Contractors License is under the name C. Wright & Wright Enterprises; Inc. Our Construction Department: Western Valley Construction is a division of C. Wright & Wright Enterprises, Inc. and this is License Number CSLB 991099. We are fully insured and bonded as required by the CSLB.

Weather & Delays: Western Bat Specialists & Western Valley Construction under the corporate name C. Wright & Wright Enterprises, Inc. shall be excused from any delay in completion caused by acts of God, Owner or Owner's agents, employees or independent contractors, fire, earthquake, bad weather, labor trouble, acts of public utilities, public bodies, or inspectors, Extra Work, Failure of Owner to make progress payments promptly, and/or any other contingencies beyond Western Bat Specialists & Western Valley Construction under the corporate name C. Wright & Wright Enterprises, Inc. control. The price quoted in the Proposal is based up on performance of the work during dry weather and assumes uninterrupted by delays.

Bugs: We are not exterminating nor removing any bat bugs and we are not a pest control company. We make no guarantees that during the remediation process bat bugs or any kinds of bugs caused by the bats or feces will be removed. If your home or business is affected by bugs you will need, and we recommend a professional and licensed Pest Control or exterminator/s to make recommendations on any infestation of bugs. No costs are included in this estimate for removal of bugs.

**Memberships, Vendors, Affiliations,
Supporters of, and Additional Certifications:**

Gold Shovel Approved, NorCal Bats, Bat-Con Members, Organization for Bat

Conservation, ISN Approved Vendors, U.S Residential Group LLC, Compliance Depot, PICS Approved Vendors, BBB Members, OSHA, Equipment operation certified, (informational purposes – not all listed)



Carpentry: The work to be done consists of furnishing all material including nails, paints, labor, tools, equipment, scaffolding and all other necessary equipment and supplies to perform a complete and thorough job of renovating the exterior/structures, the designated structures for the above-named job.

Wood, Trim, Tile, Metal and Shingles: Installation will be done to match existing. However, variations can happen due to age of building, being new next to old product, Sun damage UVA / UVB, and unable to find an exact match/color. However, we will do our utmost to match to the existing. Owner must understand there may be a slight variation.

Title or jurisdictional: Price does not include any new title 24 upgrades to Ac system, insulation type and or roof sheathing thickness and or grade of any materials. Any adjustments will be brought to the homeowner's attention and is the responsibility of the homeowner or person/s signing this contract.

Odors: Our Company cannot nor do we guarantee that we are removing any odors. Odors can be caused by porous materials in the structure, age of building / home, condition of home and other reasons. We are not responsible for any odors and or smells.

Cleanup & Safety: During the progress of the work, safety & cleanliness shall be of the utmost importance at all times. Our Construction Department shall do their utmost to safeguard person/s during the progress of the working being provided. We shall at all-time take necessary steps to protect the public and all

property from damage during operations. This is a priority to our Corporation C. Wright & Wright Enterprises, Inc. Upon Completion of the work the entire project and all grounds in connection with the construction or painting project will be cleaned of all rubbish, excess material, and any other debris caused by construction operations.

Extra Work: The contract between the parties is to perform only the scope of work set forth in the accepted Proposal. All additional work that is required is to be paid for on a time and materials basis plus a 20% mark-up unless specifically arranged at a pre-negotiated price. Payments for Extra Work shall be made as the Extra Work progresses, concurrently with the payment made under the payment schedule Western Valley Construction is entitled to be paid for extra work whether the request is written or oral. Either party may demand that the parties agree to an amount for the work to be performed in Writing/Change Order prior to the performance of any Extra Work.

Heavy Equipment: Boom & Scissor Lift, Excavator, etc.- If a return trip becomes necessary, the owner will be responsible for the cost of renting heavy equipment. Although we take all necessary precautions, we will not be held liable for any damage to landscaping, driveways, sidewalks, underground utilities, etc.

Scaffolding: If a return trip becomes necessary, the owner will be responsible for the cost of renting scaffolding. Although, we take all necessary precautions, we will not be held liable for any damage to landscaping, driveways, sidewalks, paint, underground utilities, etc. All scaffolding is set up in a professional manner, cautious of plants, home décor, we take the utmost care. We work with licensed and insured scaffolding companies as well; we have our own scaffolding we use at times. Our insurance covers the use of scaffolding and our crews. We are not responsible for others/persons that may use our scaffolding, including but not limited to, personal injuries or damage to personal property, loss of use, inconvenience, or diminution in value to the real property.

Landscaping and Concrete: Although we take all necessary precautions, we will not be held liable for any damage to landscaping, driveways, sidewalks, paint, underground utilities, etc. All work is completed in a professional manner, cautious of plants, home décor; we take the utmost care. We are not responsible for, including but not limited to, personal injuries or damage to personal property, loss of use, inconvenience, or diminution in value to the real property.

Our Company shall use reasonable diligence and care to minimize incidental damage to exterior or interior walls, wall coverings, paint, glass surfaces, doors, floors, landscaping, and related areas, which may result from work performed pursuant to the Proposal. Owner understands that in the case of a distressed house or structure, some cracking of walls or floor movement may occur in the future, especially if only a portion of the Structure is to be underpinned. This movement is most likely to occur in the first year after construction. Cosmetic work, if contemplated, should be delayed for at least one year after completion of foundation work. When cosmetic repairs are made, techniques should be used where the workmanship and materials used minimize the effect of future strain.

Mold & Hazardous Waste: Unless a specific part of the Work designated is, or unequivocally relates to, the abatement of toxic or hazardous materials located on the site, which shall include mold Western Bat Specialists & Western Valley Construction under the corporate name C. Wright & Wright Enterprises, Inc. has undertaken no obligation to mitigate, remove, destroy or otherwise remedy any toxic or hazardous materials which may be found to be present at the site. Owner shall indemnify and hold Western Bat Specialists & Western Valley Construction under the corporate name C. Wright & Wright Enterprises, Inc. harmless from and against any cost, expense, liability, charge, or other obligation Western Bat Specialists & Western Valley Construction under the corporate name C. Wright & Wright Enterprises, Inc. may incur as a result of its discovery of any such toxic or hazardous waste on the site. Any request by the Owner that Western Bat Specialists & Western Valley Construction under the corporate name C. Wright & Wright

Enterprises, Inc. Remove the materials and/or repair the location of any such materials will be charged as Extra Work as set forth above.

Lien Release: Upon satisfactory payment being made for any portion of the work performed, Western Valley Construction, prior to any further payment being made, shall furnish to the person contracting for the home improvement work a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

Additional Remarks: With this type of construction the client/homeowner understands that there exists the possibility of further discovery showing more extensive damage to the home. Until the area in question is uncovered it is not possible to take into consideration every possibility of damage. We understand that the contractor is not responsible to fix or repair and/or make any additional modifications to the home to achieve current code compliance above defined scope. Undisclosed damage or unknown damage will not be fixed, repaired or brought up to code until such situation is clearly discussed and alternate pricing is agreed upon in written form. Please note: Price includes Labor, material and all applicable taxes. This is not a final guarantee of price and does not include any price changes that may result from adjustments to the project scope. All necessary preparations must be completed prior to job start.

Tile Roofs: We use every effort possible to prevent any tile breakage, however due to age and the manner in which they were originally installed, we are unable to guarantee zero breakage. Therefore, any tiles needing replaced will be done before completion of job (price of tile breakage to be negotiated based on cost of tiles). Any replaced tiles may not match perfectly in color due to the age and UV breakdown with existing tiles. *Mortaring - We have many years of experience working with tile and will take extreme care with your building in preventing breakage of tiles. We have successfully mortared buildings with no breakage and no repairs needed. We use every effort possible to prevent any tile breakage; however, due to age and the manner in which they were originally installed, we are unable to guarantee zero breakage. Therefore, any tiles needing replaced will be done before completion of job (price of tile breakage to be negotiated based on cost of tiles). Any replaced tiles may not match perfectly in color due to the age and UV breakdown with existing tiles.

Bat Exclusion, Sealing, and Remediation: Our Company works hard to make sure your home is bat tight. However, we cannot guarantee that over time your home will not shift, and /or new openings will not happen. Over time structures move, breakdown of materials from weather and age, repair work, additions to homes, animals, individuals, weather, and other situations can occur that cause new opening and can lead to future colonies. See Bat exclusion warranty information. Although all work and materials will be guaranteed for the time indicated, if it becomes necessary for any return trips to the site once work is complete, a service fee will be charged to cover travel expenses. **Warranty does not cover any damage to our work due to weather, animals, birds, or individuals.**

If contracted to perform Remediation services and associated repairs, Our Company will work hard to remove all visible traces of guano (feces). C. Wright & Wright Ent. Inc. – and the DBA's are not responsible for any bat guano and or feces or urine not accessible with tools (i.e. unreachable, not accessible, unable to remove due to being stuck in-between boards, and or not seen by the specialists) and / or above the scope of work. If, during the course of Remediation/Repairs additional damages are discovered, a change order will be provided and must be signed in order to commence with additional work.

C. Wright & Wright Ent. Inc. DBA's Western Bat Specialists and or Western Valley Construction is not liable nor responsible for guano removal that is not visible or any guano (feces) and urine removal above and beyond the scope of work. We are not responsible or liable for new damages Guano (feces) and Urine that may occur as a result of re-infiltration by bats, including remediation or replacement of materials.

Additionally, we are not responsible for guano (feces) and urine left by bats that are hanging on/around the exterior of the structure. We cannot guarantee insurance coverage. The Owner is ultimately responsible for remittance of payment if the insurance company defaults.

Roofing materials: partial removals (color) - This will be done to match existing. However, variations can happen due to age of building, being new next too old, Sun damage UVA / UVB, and unable to find an exact match/color. However, we will do our utmost to make sure the area being replaced is matched as close as possible. Owner must understand there may be a slight variation.

Construction Clarifications:

(Please consider the following in reviewing our proposal)

- No cost for hidden damages or unseen decay is included in this proposal.
- Our cost includes all labor, material, supervision, profit and overhead to complete the scopes of work as specified.
- Material costs are subject to change based on current market rate at the time of purchase.
- Any additional costs will be addressed during contract negotiations.
- Special inspections if required have not been considered for proposal.
- No cost has been included for any additional engineering and or architectural design and plans.
- We have excluded cost for soil testing or compaction of any soils. Western Valley Construction a division Of C. Wright & Wright Enterprises, Inc. is not responsible for design.
- Engineering, drawings, plans, permits, processing, plan check, design and code upgrades are not included in this proposal but are reimbursable costs if needed.
- Due to the nature of the project we will use reasonable care around the existing landscaping of common areas. We have not included costs for landscaping repairs. Existing landscaping, i.e.: shrubs, trees, etc., will need to be cut back prior to start of project by others. Abatement of hazardous materials (e.g. asbestos, mold, lead), if necessary, has not been included in this proposal.
- The Contractor is not responsible for temporary housing, the removal and put back of any satellite dishes, cable, phone lines, blinds, furniture, any owner added devices or personal items, and the moving of personal property in order to perform the task necessary to complete the scope of work.
- We are not responsible for broken or faulty doorbells or doorbell buttons.

C. Wright & Wright Enterprises, Inc. and its DBAs (including Western Valley Construction) may take photos and or videos before, during, and upon project completion for internal documentation and training purposes. We do not take photos on all jobs and it is up to the employee/s discretion if pictures are obtained. Photos and or videos may be used in advertising, marketing and portfolio building purposes. At times these may be used online (company website, Yelp, Home Advisor, etc.), as well as on Social Media (Facebook, Instagram, etc.) Photos will be used in a lawful manner. Pictures are not taken of individuals (person/s) outside of our company, if in the process a person was captured in a picture, they would be blocked out and or not shown. Our Company takes every care not to disclose any personal information (addresses, etc.). We value the privacy of our Customers. All photos and/ or videos taken are the property of C. Wright & Wright Enterprises, Inc. No financial compensation will be issued to the customer.

Means and Methods: Our Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification. The Owner shall not supervise, direct, or have control or authority over Contractor's means, methods, techniques, employees, sequences, or procedures of construction, or the safety precautions and programs. The end-result/end-product desired leaves the "recipe" to the contractor and the owner understands this.

Negotiation, Arbitration & Attorney's Fees: Before either party may institute any legal remedy to resolve any controversy or claim which arises out of or is related to this Contract, its performance, or the breach thereof, the parties shall present said controversy or claim to a mutually agreeable mediator. If the parties are unable to agree upon a mediator, then, on the written request of either party, the mediator shall be selected by and appointed by the administrative section of JAMS, Sacramento County, California, from its pool of associates. Each party shall be obligated to participate in the mediation in good faith for not less than one half day. In the event that mediation is instituted, but one of the parties fails, without reasonable excuse, to participate in the mediation, then the other party shall be entitled to recover its or his/her attorney fees and costs incurred in preparing for and attending the mediation. Each party shall bear its own costs and expenses for mediation if no resolution is achieved and the parties shall each pay half of the mediator's fees and costs.

Site Reconnaissance: If the development of recommendations for construction on the structure or property which is the subject of this agreement is based on a site reconnaissance by Western Bat Specialists & Western Valley Construction under the corporation name C. Wright & Wright Enterprises, Inc. only and not upon engineering reports, Owner understands and agrees that engineering has not been performed. A site reconnaissance consists only of visual observations. Upon request, Western Bat Specialists & Western Valley Construction under the corporation name C. Wright & Wright Enterprises, Inc. will recommend a qualified engineer to determine suitable repairs. In the absence of such engineering, it is agreed that Western Bat Specialists & Western Valley Construction under the corporation name C. Wright & Wright Enterprises, Inc. made a good faith effort to recommend methods and procedures that have previously worked in similar situations Western Bat Specialists & Western Valley Construction under the corporation name C. Wright & Wright Enterprises, Inc. is not responsible for damages caused by Owner's failure to have engineering performed.

If any controversy arising out of this Agreement or regarding interpretation of this Agreement shall be submitted to arbitration in Sacramento County, California. Arbitration shall be held in accordance with the California Arbitration Statute, Sections 1280 through 1294.2 and 1296 of the California Code of Civil Procedure, including but not limited to Section 1283.05. In any arbitration to resolve a dispute relating to this Agreement, the arbitration award shall be supported by law and substantial evidence. A court shall, subject to California Code of Civil Procedure Section 1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. The prevailing party in any suit or arbitration shall be entitled to reasonable attorney fees and costs, including expert fees, in addition to any and all other sums to which the party is entitled.

Limited Warranty for Construction and Construction Disclaimer: Western Valley Construction warrants its construction work against defects in workmanship for one (1) full year from the 100% completion invoice, subject to the terms and conditions herein. Western Valley Construction exclusive obligation for any such defective construction work shall be to repair or replace such work at its option. This Limited Warranty does not cover defects caused by misuse, accidents, earthquakes, negligent maintenance, or normal wear and tear, and is expressly in lieu of any implied warranty of merchantability, implied warranty of habitability, implied warranty of fitness for a particular purpose, or any other implied or express warranty of any kind, written or oral.

In order for the above Limited Warranty to be effective, Owner must give Western Valley Construction written notice of any defect covered hereunder on or before the expiration of thirty (30) days from the date of discovery of the defect or the expiration of one (1) year period, whichever occurs first, specifying the nature of the defect. Owner must also allow Western Valley Construction reasonable access to the property to inspect and repair the defect.

C. Wright & Wright Enterprises, Inc. DBA: Western Valley Construction does its utmost to higher when needed, subcontractors that we deem to be good companies carrying all of the required insurances

and paperwork to provide the home owner with great workmanship. If a subcontractor is used the company, we have hired is responsible and it is their companies' responsibility to provide warranties for workmanship and to uphold their work and guarantee. In addition, C. Wright & Wright Enterprises will make sure that this information is provided to the homeowner if requested. As well, our warranty is in affect covering the home owner (see above *limited warranty*). Western Valley Construction a division of C. Wright & Wright Enterprises, Inc. does not furnish engineering services and makes no warranty of any kind with reference to any construction done which requires or required the services of an engineer. Owner shall look only to Owner's engineer or other third-party engineering advice with reference to such matters.

Roofing – Subcontractor and Warranties: All workmanship carries a five (5) year warranty with the roofing subcontractor and conforms to all local codes and meets manufacturer's Specifications. Workmanship warranty and Manufacturer's warranty (roofing material) will be provided at completion of job. All Warranties (gutters, roofing materials, gutter guards, roof workmanship, Etc.) will be through the companies and not with the contractor. Any product warranties concerning the roofing and other materials on the project are contained in the limited product warranties provided by the materials and manufacture(s). Contractor does not warrant the materials. See each members manufactures warranties and information for details and limitations. It's not up to the contractor to submit or contact the manufacture if any needed repairs and or faults with the products. The homeowner is responsible to contact the manufacture and deal directly with the warranty and companies. Regular homeowner roof maintenance is required on all roofing and is not included in this contract.

Manufactures warranties: Any product warranties concerning installation of any materials on the project are contained in the limited product warranties provided by the materials and manufacture(s). Contractor does not warrant the materials. See each members manufactures warranties and information for details and limitations. It's not up to the contractor to submit or contact the manufacture if any needed repairs and or faults with the products. The homeowner is responsible to contact the manufacture and deal directly with the warranty and companies.

IF THE TOTAL PRICE OF THE JOB IS \$500.00 OR MORE, INCLUDING LABOR AND MATERIALS, CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED BY THE STATE CONTRACTORS LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING. THE CONTRACTORS STATE LICENSE BOARD HAS THE JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A LATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A VALID LICENSE, THE CONTRACTORS STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR THEIR EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS STATE LICENSE BOARD TO VERIFY VALID LICENSES OF CONTRACTORS AND THE HISTORY OF LICENSED CONTRACTORS. CONTRACTOR STATE LICENSE BOARD

PO BOX 26000
SACRAMENTO, CA 95826
1-800-321-2752

NOTICE OF RIGHT TO CANCEL

Notice of cancellation – in regard to date of signed contract herein

You may cancel this transaction, without any penalty or obligation, within three business days from the date of contract signed herein.

If you cancel any property trade in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale. Any delay or damages can result in fees insured by owner. Including restock, shipping fees, freight, not limited too.

If you do make the goods available to our company and or the seller and the seller does not pick up the items within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to our company / the seller you will remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver the signed and dated copy of this cancellation notice, or any other written notice, mail, deliver, or send an email to: office@westernvalleyconstruction.com and/or forbats@hotmail.com

Address: 1468 Sky Harbor Drive, Suite A
Olivehurst, CA 95961

Not later than midnight of the date signed contract herein, I hereby cancel this transaction _____, Date

(Print Name) and/or _____ (Print Name and /or company)

Signer of original Contract (Owner / Buyer – Signature) _____

Signer of original Contract (Owner / Buyer – Signature)

Bid good until: June 1, 202s

Please contact our office for scheduling as we book up very quickly!

Questions? Our Specialists are ready to help!
888-550-BATS (2287) or www.batproblems.net

Thank you for your business,

Western Bat Specialists
Western Valley Construction
C. Wright & Wright Enterprises, Inc.

Bat Specialist: Chase Smith
WCD/MR/LAD//



Bat Questions? 888-550-2287 (BATS)

Western Bat Specialists
has been successfully bat-proofing
homes and structures in a safe and
humane manner for
over twenty-five years!

Our trained Specialists and office
staff are committed to helping you
with your bat problems from start to
finish!

*Please contact our office if you have any
questions or concerns.*



Construction Department - Questions?
Call our office or email us today at:

855-550-2534 (BLDG) or 530-923-2335 (Local)
office@westernvalleyconstruction.com
www.westernvalleyconstruction.com



WESTERN VALLEY
CONSTRUCTION
C. WRIGHT & WRIGHT ENTERPRISES, INC.



Entire Agreement/Client work authorization for:

Job #7059 | Chester Library
 Bat Remediation Contract | Bid Good Until: June 1, 2022
 Location: 210 1st Avenue | Chester, CA 96020
 Contract Date: November 22, 2021 - REVISED

These Terms and Conditions and the Proposal constitute the sole and exclusive agreement of the parties hereto relating to this project and correctly set forth the rights, duties, and obligations of each to the other. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth in the Proposal and these Terms and Conditions are of no force and effect.

All proposals are subject to a "three-day" right to cancel and become a contract only after purchaser's acceptance by signature and final approval by company's commencing performance hereon. The company is hereby authorized to make all such openings as are necessary for the fulfillment of this contract and will close such openings in a neat and workman like manner. Contract work is payable upon presentation of invoice. Payment of this account shall be made to C. Wright & Wright Enterprises, Inc. In the event the company has to file suit to collect any balance due under this contract and prevails, the signer agrees to pay reasonable attorney fees and cost. The company carries worker compensation and liability insurance but does not assume risk of any character under this contract other than those covered by such insurance. Our Contractor License is California #991099, Business License #03602059, Trappers License, TP-10252, this company shall not be responsible for damage or delays due to strikes, fires, accident or other causes beyond its reasonable control. Your attention is directed to section 1193 California Code of Civil Procedure which requires us to notify you that if your bill is not paid in full for labor, services equipment, or materials furnished or to be furnished, the improved property (which is described heron) may be subject to mechanics liens, any controversy or claim arising out of or relating to this contract or breach thereof, shall be settled by arbitration in accordance to the commercial arbitration rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The law requires that the contractor give you a notice explaining your right to cancel. By signing below, you agree that the contractor has given you a 'notice of the three-day right to cancel' found within the contract and the information disclosed to you herein is clearly understood and you agree to the terms of this agreement and understand your rights.

We, the owner/s, agent and or the authorized individual agree to all of the above work within this estimate/proposal. We agree to the terms of this agreement and the legal specifications. We the owner/s, agent and or the authorized individual signing this document agree and understand that this is the responsibility of the owner/s, business owner, and or the person signing this document, to fulfill the terms of payment/s as set forth within this document.

OWNER SIGNATURE/PRINT NAME/TITLE

DATE

CONTRACTOR SIGNATURE/PRINT NAME/TITLE

DATE

Waiver: By signing this document the owner/s waive any indirect, special, incidental, or consequential damages of any kind, including but not limited to, personal injuries or damage to personal property, loss of use, inconvenience, or diminution in value to the real property.

Western Bat Specialists is in no way responsible or liable for any inconvenience or damage to personal property or injury to anyone by Bats, guano, or urine.

Page 17 of 17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Insurance Services Inc. PO Box 255387 Sacramento CA 95865		CONTACT NAME: Briana Casillas PHONE (A/C, No, Ext): 916-480-4155 FAX (A/C, No): 916-720-0607 E-MAIL ADDRESS: briana.casillas@hubinternational.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Allied World Surplus Lines Insurance Company
		24319
INSURED C. Wright & Wright Enterprises, Inc. DBA: Western Bat Specialists; Western Valley Construction; West Coast Wildlife Removal 1468 Sky Harbor Drive, Suite A Olivehurst CA 95961		CWRIGHT-02
		INSURER B: State Compensation Insurance Fund of California
		35076
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGEs CERTIFICATE NUMBER: 2012610769 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		5054-1094-01	1/22/2021	1/22/2022	EACH OCCURRENCE	\$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)					\$ 50,000		
	MED EXP (Any one person)					\$ 5,000		
	PERSONAL & ADV INJURY					\$ 1,000,000		
	GENERAL AGGREGATE					\$ 2,000,000		
	PRODUCTS - COMP/OP AGG					\$ 2,000,000		
	OTHER:					\$		
AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
BODILY INJURY (Per person)	\$							
BODILY INJURY (Per accident)	\$							
PROPERTY DAMAGE (Per accident)	\$							
OTHER:	\$							
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE		5056-0340-01	1/22/2021	1/22/2022	EACH OCCURRENCE	\$ 1,000,000	
	AGGREGATE					\$ 1,000,000		
	DED					\$		
	RETENTION \$					\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	9076218-21	10/19/2021	10/19/2022	X PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>		
	E.L. EACH ACCIDENT					\$ 1,000,000		
	E.L. DISEASE - EA EMPLOYEE					\$ 1,000,000		
	E.L. DISEASE - POLICY LIMIT					\$ 1,000,000		
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Evidence of Insurance Only.							

CERTIFICATE HOLDER

CANCELLATION

PROOF OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER



REYNOSO INSURANCE AGENCY INC
INSURANCE LICENSE #0L47775
1137 FRANKLIN AVE
YUBA CITY

CA 95991-5321

CONTACT NAME: LEONARDA B GUZMAN

PHONE (A/C, No. Ext): 530-671-8400

FAX (A/C, No): 530-673-4305

E-MAIL ADDRESS: LEONARDA.B.GUZMAN.F1C5@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Mutual Automobile Insurance Company

25178

INSURED

C. WRIGHT & WRIGHT ENTERPRISES, INC.
DBA: WESTERN BAT SPECIALISTS; WESTERN VALLEY
CONSTRUCTION; WEST COAST WILDLIFE REMOVAL
1468 Sky Harbor Dr Ste A, Olivehurst CA 95961

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD WVD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (EA occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$	
	OTHER:							\$	
A	AUTOMOBILE LIABILITY			585 9178-D31-55	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DED <input type="checkbox"/> RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE		OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>					E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number 991099

Business Name C WRIGHT & WRIGHT CORP
ENTERPRISES INC DBA WESTERN
VALLEY CONSTRUCTION

Expiration Date 03/31/2022

www.cslb.ca.gov





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



Keevin Allred
Chief Probation Officer

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

DATE: December 6, 2021
TO: The Honorable Board of Supervisors
FROM: Keevin Allred, Chief Probation Officer 
SUBJECT: Request to approve updated Public Safety Realignment survey and plan for FY2021-2022

Recommendation:

Approve the Updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2021-2022 as submitted and recommended.

Background:

On October 12, 2021, the Community Corrections Partnership Executive Committee voted upon and approved the Public Safety Realignment Implementation Budget. Attached is the updated Plan to correspond with the approved budget for Fiscal Year 2021-2022 and the updated survey, which reflects year end goal progress for Fiscal Year 2020-2021 and upcoming goals for Fiscal Year 2021-2022, which is required by the State every year and due December 15, 2021.

Therefore, it is respectfully recommended that the Board of Supervisors approve of the Public Safety Realignment Implementation Plan Update and Survey for Fiscal Year 2021-2022.

FY 2021-22 Community Corrections Partnership Survey

PART A

Part A of the Fiscal Year (FY) 2021-22 Community Corrections Partnership (CCP) Survey collects information about CCP Membership and implementation of the county's CCP plan. For detailed guidance on how to complete Part A of the CCP Survey, please refer to the *FY 2021-22 CCP Survey Data Reporting Guide*.

Part A is divided into five (5) sections:

- Section 1: Respondent Information
- Section 2: CCP Membership
- Section 3: Goals, Objectives, and Outcome Measures
- Section 4: Types of Programming and Services
- Section 5: Optional Questions

Responses to the CCP Survey shall represent the collective views of the CCP and not a single agency or individual.

SECTION 1: RESPONDENT INFORMATION

Section 1 asks questions related to the county for which survey responses are provided, the individual who is completing the survey, and who BSCC may contact for follow-up questions. There are three (3) questions in this section.

1. Please identify the county name for which this survey is being submitted:
2. Provide the contact information for the individual completing this survey in the spaces provided to the right of the list.

Survey Respondent Contact Information	
Name:	Keevin Allred
Organization:	Plumas County Probation
Email Address:	keevinallred@countyofplumas.com
Phone Number:	5302836200

3. Identify the individual who may be contacted for follow up questions. Check the appropriate box to the left of the list.

- Same as above
 Other (If "Other" is selected, provide contact information below)

Survey Follow-up Contact Information	
Name:	Miguel Herrera
Organization:	Plumas County Probation
Email Address:	miguelherrera@countyofplumas.com
Phone Number:	5302836200

SECTION 2: CCP MEMBERSHIP

Section 2 asks questions related to the CCP composition and meeting frequency. There are four (4) questions in this section.

4. CCP membership roles: Provide the name and organization of each individual fulfilling a membership role as of October 1, 2021 in the spaces to the right of each membership role.

- If a public membership role does not exist in the county, respond by indicating “not applicable.” This should only be used if the county does not have the specific position listed.
- If a position exists in the county but the membership role is not filled in the CCP, respond by indicating “vacant.”
- For county positions, one person may fill multiple roles.

Role	Name	Organization
Chief Probation Officer	Keevin Allred	County Probation Dept.
Presiding Judge of the Superior Court or designee	Deborah Norrie (designee)	Superior Court of California
County Supervisor or Chief Administrative Officer or a designee of the Board of Supervisors	Gabriel Hydrick	County Administrator
District Attorney	David Hollister	County District Attorney Office
Public Defender	Bill Abramson	Public Defender
Sheriff	Todd Johns	County Sheriff's Dept.
Chief of Police	NA	
Head of the County Department of Social Services	Neal Caiazzo	County Department of Social Services
Head of the County Department of Mental Health	Tony Hobson	County Behavioral Health Department
Head of the County Department of Employment	Nancy Selvage	Human Resources
Head of the County Alcohol and Substance Abuse Programs	Tony Hobson	County Behavioral Health Department
Head of the County Office of Education	Terry Oestreich	County Office of Education
A representative from a community-based organization with experience in successfully providing rehabilitative services to persons who have been convicted of a criminal offense	Scott McCallum	Plumas Crisis Intervention Resources Center
An individual who represents	Kori Langrehr	County Victim Witness

the interests of victims		
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5. How often does the CCP meet? Check the appropriate box to the left of the list. Select the one/single option that best describes the CCP's regular meeting schedule.

- Bi-weekly (every other week)
- Monthly
- Bi-monthly (every other month)
- Quarterly
- Semi-annually
- Annually
- Other (please specify below)

6. How often does the Executive Committee of the CCP meet? Check the appropriate box to the left of the list. Select the one/single option that best describes the Executive Committee's regular meeting schedule.

- Bi-weekly (every other week)
- Monthly
- Bi-monthly (every other month)
- Quarterly
- Semi-annually
- Annually
- Other (please specify below)

7. Does the CCP have subcommittees or working groups? Check the appropriate box to the left of the list.

- Yes
- No

If "Yes," list the subcommittees and/or working groups and their purpose.

	Subcommittee/Working Group	Purpose:
1.	CCP Budget/RFP Subcommittee	Budgeting purposes
2.		
3.		
4.		
5.		

SECTION 3: GOALS, OBJECTIVES, AND OUTCOME MEASURES

Section 3 asks questions related to the CCP's goals, objectives, and outcome measures. Please refer to the CCP Survey Data Reporting Guide for detailed information about goal and objective statements, and outcome measures.

Updated Information on FY 2020-21 Goals, Objectives, and Outcome Measures

Questions 8, 9, and 10, asks the CCP to provide *updated* progress information about the goals, objectives, and outcome measures previously reported for FY 2020-21 in the 2020-21 CCP Survey. To view responses provided in the 2020-21 survey, [click here](#).

For each question, provide the goals, objectives, and outcome measures as reported in the FY 2020-21 survey. The progress information (last two rows of each table) should be updated to reflect the progress achieved over the full fiscal year.

8. Describe a goal and the associated objectives as reported in the FY 2020-21 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full FY 2020-21. If no goal, objective, or outcome measure was identified in FY 2020-21, respond by indicating "Not Applicable."

Goal	Support and Grow the Community Justice Court
Part of FY 20-21 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	Adhere to Community Justice Court policies and procedures
Objective:	Continue to identify which service providers will meet this obligation and create a work around approach to overcome those providers who will not.
Objective:	Continue to identify and outline target population(s) to include, but not limited to Veterans and those with substance abuse and mental health needs to be served
Objective:	Provide a safe, cost-effective alternative to incarceration
Objective:	Work together to assure a consistent, coordinated approach is provided to Veterans, those with substance abuse issues and mental health diagnoses who have committed crimes in Plumas County
Objective:	Use a long-term approach towards program sustainability by learning from the successes of other collaborative courts and being knowledgeable of the various means of leveraging funding
Objective:	Reduce criminal behaviors and substance abuse among the program participants
Objective:	Improve supervision strategies that will reduce recidivism and improve criminal thinking

Objective:	Increase the number of supervision decisions that are fair, consistently applied, with consequences that are transparent; and increase the number of participants in the program who believe that the supervision decisions are fair, consistently applied, and consequences are transparent.
Objective:	Increase community awareness of substance abuse, mental health and issues pertaining to veterans, as well as the Plumas County Community Justice Court sponsored treatment and programs as a preferred alternative to incarceration.
Objective:	
Outcome Measure:	Track arrest rate of participants versus the conviction rate of participants
Outcome Measure:	Have Community Justice Court up and running with specific scheduled calendars and policies and procedures signed
Outcome Measure:	Have clear criteria for eligibility and entrance that is reflective of offenders and needs of Plumas County
Outcome Measure:	Recidivism for those involved in Community Justice Court vs. similar cases not engaged
Outcome Measure:	Length of Sobriety Treatment engagement/Attendance Graduation/Completion rates Medication Compliant Court appearances Employment Permeant long term Housing Family reunification
Outcome Measure:	Number of incentives versus number of sanctions • individual participants • Program as a whole
Briefly describe progress toward goal:	Effective January 2020 Plumas County began operating its Community Justice Court and the Office of Justice Programs awarded the District Attorney's Office a 3 year Drug court implementation grant. As of December, 2021, approximately 13 participants are engaged in this programming and, thus far, are seeing exceptional results in terms of sobriety, employment and other stated goals.
Rated progress toward the goal:	<input type="checkbox"/> No progress <input type="checkbox"/> Partially achieved <input checked="" type="checkbox"/> Fully achieved

9. Describe a goal and the associated objectives as reported in the FY 2020-21 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full FY 2020-21. If no goal, objective, or outcome measure was identified in FY 2020-21, respond by indicating "Not Applicable."

Goal	Reopen and Operate Day Reporting Center
Part of FY 20-21 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	Identify agency to open and operate Day Reporting Center
Objective:	Research and obtain funding to open and operate Day Reporting Center
Objective:	Identify and develop therapeutic referral resources and support for clients focusing on health, housing, education, and sustaining employment to be offered through Day Reporting Center
Objective:	Identify and outline target population to be served at Day Reporting Center
Objective:	Improve supervision strategies that will reduce recidivism and improve criminal thinking
Objective:	
Outcome Measure:	Number of referrals for mental health and/or substance use assessments that are engaged in services
Outcome Measure:	Number of offenders enrolled, participating and completing programs
Outcome Measure:	Percent that obtain employment as a result of DRC engagement 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer
Outcome Measure:	Length of Sobriety Treatment engagement/Attendance Graduation/Completion rates Medication Compliant Court appearances Employment Permeant long term Housing Family reunification

Outcome Measure:	Recidivism rates 1 year out 3 years out 5 years out
Outcome Measure:	Briefly describe progress toward goal: Although much of the framework has already been created, implementation was placed on hold due to the COVID-19 Pandemic. Plans for implementation are will be revisited in 2021.
Rated progress toward the goal:	<input checked="" type="checkbox"/> No progress <input type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

10. Describe a goal and the associated objectives as reported in the FY 2020-21 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full fiscal year. If no goal, objective, or outcome measure was identified in FY 2020-21, respond by indicating "Not Applicable."

Goal	Create and Implement Multi-Disciplinary Reentry Program
Part of FY 20-21 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	Identify, engage and assess eligible defendants by conducting interviews, assessments and screenings.
Objective:	Identify risks for recidivism, mental health diagnoses, substance use disorders, eligibility for intensive case management and referrals for community support services to begin the reintegration process prior to release.
Objective:	Identify clients who are in custody and who will remain in custody for 3 months or longer.
Objective:	
Outcome Measure:	Percent of clients who need housing upon release from custody and are successfully placed
Outcome Measure:	Program engagement and completion while in custody
Outcome Measure:	Percent that obtain employment upon release within:

Outcome Measure:	3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer.
Outcome Measure:	Percent that obtain medical coverage upon leaving facility. Percent that have no gap in medications.
	Percent that have scheduled medical and dental appointments upon release.
Outcome Measure:	Percent that attend scheduled medical and dental appoints once released.
Outcome Measure:	Recidivism rates: 1 year out; 3 years; 5 years
Briefly describe progress toward goal:	Assigned Deputy Probation Officers have used ONA's to identify the needs for clients prior to leaving the facility; referrals for needs were made prior to each client's release from custody; clients who received behavioral health services were able to continue services upon release. Plumas County is suffering from lack of available housing. The Probation Department is actively working to identify housing resources, including CBOs to secure stable housing for high/moderate risk Probation clients released from custody. *14 clients received reentry services *7 clients participated in a Prerelease Video Conference *An ONA was completed with 6 clients prior to release *A reentry plan was created for 14 clients prior to release *4 clients were picked up at the jail upon release. *14 clients were referred to the Behavioral Health Dept. *7 clients received a an inpatient rehab referral *6 clients received a housing referral *1 client was placed on Soberlink monitoring *1 client was placed on electronic monitoring *1 client was continued on current medication *5 clients were referred for employment assistance *12 clients were placed on a drug testing program *1 year recidivism rate - 21%
Rated progress toward the goal:	<input type="checkbox"/> No progress <input checked="" type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

10a. (Additional Goal) Describe a goal and the associated objectives as reported in the FY 2020-21 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full fiscal year. If no goal, objective, or outcome measure was identified in FY 2020-21, respond by indicating "Not Applicable."

Goal	Expand Pretrial Release Program to integrate Community Justice Court, Day Reporting Center and Bridges Reintegration Program
Part of FY 20-21 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	Expand eligibility criteria for those eligible for Pretrial Release interviews (i.e. those on probation, at warrant etc.)
Objective:	Identify those defendants arrested and eligible for program within 12 hours of arrest
Objective:	Identify and engage assess eligible defendants within 12-24 hours of arrest, barring weekends and holidays, by conducting interviews, assessments and screenings to , identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to be included in recommendations to the Judge for release, community Justice Court or Day Reporting Center when qualified
Objective:	Access to treatment- send referrals for mental health and substance use assessments for those interviewed and identify as having a need for further assessment or request a referral to be made for Day Reporting Center or Community Justice Court
Objective:	Increase jail beds (i.e., connect offenders with services, when they qualify, and transition them out of custody to allow a "free bed")
Objective:	
Outcome Measure:	Number of interviews, early screening and identification for arrestees that are currently or have previously served in the Military and are suffering from substance use disorders and/or mental illness and may be in need of additional ancillary services in order to abide by any Court orders

Outcome Measure:	Improve in-Court appearance rates
Outcome Measure:	Number of referrals for mental health and/or substance use assessments that are engaged in services
Outcome Measure:	Percent less likely to have bail/OR revoked
Outcome Measure:	Percent less likely to be arrested vs. prosecuted while on Program Supervision to include Pretrial release, Community Justice Court and Day Reporting Center
Outcome Measure:	Number of referrals vs. number of arrestees eligible and interviewed for <ul style="list-style-type: none"> • Pre-Trial Release Program: <ul style="list-style-type: none"> -Released prior to arraignment -Released at arraignment with PTR conditions -Detained • Community Justice Court: • Day Reporting Center
Briefly describe progress toward goal:	The Pretrial Release program has been in operation since 2016. In January 2020 the criteria for pretrial release eligibility was expanded to allow for more eligible participants to be interviewed and released through the program. ASP operates and oversees the Pretrial release program which includes referrals to services and case management. ASP also was successful in creating a sucessful bridge for multiple offenders prior to release using multidisciplinary teams that address all domains, risks and needs. Alternative Sentencing was awarded a Federal Drug Court Grant which has allowed a Community Justice Court to begin. The Policy and Procedures are complete. There are currently 13 active participants in the program.
Rated progress toward the goal:	<input type="checkbox"/> No progress <input checked="" type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

10.b (Additional Goal) Describe a goal and the associated objectives as reported in the FY 2020-21 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full fiscal year. If no goal, objective, or outcome measure was identified in FY 2020-21, respond by indicating "Not Applicable."

Goal	
Part of FY 20-21 CCP plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Objective:	
Objective:	
Objective:	

Objective:	
Outcome Measure:	
Briefly describe progress toward goal:	
Rated progress toward the goal:	<input type="checkbox"/> No progress <input type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

Information on FY 2021-22 Goals, Objectives, and Outcome Measures

11. For FY 2021-22, will the CCP use the same goals, objectives, and outcome measures identified above from FY 2020-21? Check the appropriate box to the left of the list.

- Yes. (Skip to Section 4)
 No. The CCP will add and/or modify goals, objectives, and outcome measures (Continue with section below)

Questions 12, 13, and 14, the CCP is asked to describe a goal and its associated objectives and outcomes for FY 2021-22. For the goal, also provide information about the current progress toward the stated goal. As survey responses are due mid-year, progress information for these goals over the full fiscal year will be requested as part of the FY 2022-23 CCP Survey.

12. Describe a goal for FY 2021-22 and one (1) or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2021-22, respond by indicating "Not Applicable."

Goal	Expand and enhance Community Justice Court per updated signed policy and procedures
Part of FY 21-22 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	Update Community Justice Court policies and procedures as necessary to expand the scope and include greater populations
Objective:	Implement long-term sustainable approaches for successful programming and greater collaboration efforts
Objective:	
Outcome Measure:	Have Community Justice Court expanded and enhanced with updated policies and procedures signed.
Outcome Measure:	
Briefly describe progress toward goal:	Currently there are 13 active clients.
Rated progress toward the goal:	<input type="checkbox"/> No progress <input checked="" type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

13. Describe a goal for FY 2021-22 and one or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2021-22, respond by indicating "Not Applicable."

Goal	Reopen and Operate Day Reporting Center
Part of FY 21-22 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	Identify agency to open and operate Day Reporting Center
Objective:	Obtain funding to open and operate Day Reporting Center
Objective:	Identify and develop therapeutic referral resources and support for clients focusing on health, housing, education, and sustaining employment to be offered through Day Reporting Center
Objective:	Identify and outline target population to be served at Day Reporting Center
Objective:	Identify and outline supervision strategies that will be used to reduce recidivism and improve criminal thinking
Objective:	
Outcome Measure:	Number of referrals for mental health and/or substance use assessments that are engaged in services
Outcome Measure:	Number of offenders enrolled, participating and completing programs
Outcome Measure:	Percent that obtain employment as a result of DRC engagement 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer
Outcome Measure:	Length of Sobriety Treatment engagement/Attendance Graduation/Completion rates Medication Compliant Court appearances Employment Permeant long term Housing Family reunification
Outcome Measure:	Recidivism rates 1 year out 3 years out 5 years out
Outcome Measure:	

Briefly describe progress toward goal:	Implementation was placed on hold due to the COVID-19 Pandemic.
Rated progress toward the goal:	<input checked="" type="checkbox"/> No progress <input type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

14. Describe a goal for FY 2021-22 and one or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2021-22, respond by indicating "Not Applicable."

Goal	Expand and Enhance Pretrial Release Program to Integrate Community Justice Court, Probation, Day Reporting Center and Bridges Reintegration Program
Part of FY 21-22 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	Expand eligibility criteria for those eligible for Pretrial Release interviews (i.e. those on probation, at warrant etc.)
Objective:	Identify those defendants arrested and eligible for program within 12 hours of arrest
Objective:	Identify and engage assess eligible defendants within 12-24 hours of arrest, barring weekends and holidays, by conducting interviews, assessments and screenings to , identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to be included in recommendations to the Judge for release, community Justice Court or Day Reporting Center when qualified
Objective:	Access to treatment- send referrals for mental health and substance use assessments for those interviewed and identify as having a need for further assessment or request a referral to be made for Day Reporting Center or Community Justice Court
Objective:	Increase jail beds (i.e., connect offenders with services, when they qualify, and transition them out of custody to allow a "free bed")
Objective:	
Objective:	
Objective:	

Objective:	
Objective:	
Objective:	
Objective:	
Outcome Measure:	Number of interviews, early screening and identification for arrestees that are currently or have previously served in the Military and are suffering from substance use disorders and/or mental illness and may be in need of additional ancillary services in order to abide by any Court orders
Outcome Measure:	Improve in-Court appearance rates
Outcome Measure:	Number of referrals for mental health and/or substance use assessments that are engaged in services
Outcome Measure:	Percent less likely to be arrested vs. prosecuted while on Program Supervision to include Pretrial release, Community Justice Court and Day Reporting Center
Outcome Measure:	Percent less likely to have bail/OR revoked
Outcome Measure:	Number of referrals vs. number of arrestees eligible and interviewed for <ul style="list-style-type: none"> ● Pre-Trial Release Program: <ul style="list-style-type: none"> -Released prior to arraignment -Released at arraignment with PTR conditions -Detained ● Community Justice Court: ● Day Reporting Center
Briefly describe progress toward goal:	The Pretrial Release program has been in operation since 2016. In January 2020 the criteria for pretrial release eligibility was expanded to allow for more eligible participants to be interviewed and released through the program. ASP operates and oversees the Pretrial release program which includes referrals to services and case management. ASP also was successful in creating a successful bridge for multiple offenders prior to release using multidisciplinary teams that address all domains, risks and needs. Alternative Sentencing was awarded a Federal Drug Court Grant which has allowed a Community Justice Court to begin. The Policy and Procedures are complete. There are currently 13 active participants in the program.
Rated progress toward the goal:	<input type="checkbox"/> No progress <input checked="" type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

14.a (Additional Goal) Describe a goal for FY 2021-22 and one or more of its associated objectives and outcome measures. Please provide any information about progress

toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2021-22, respond by indicating "Not Applicable."

Goal	Implement and Enhance Multi-Disciplinary Reentry Program
Part of FY 21-22 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	Identify, engage and assess eligible defendants by conducting interviews, assessments and screenings.
Objective:	Identify risks for recidivism, mental health diagnoses, substance use disorders, eligibility for intensive case management and referrals for community support services to begin the reintegration process prior to release.
Objective:	Identify clients who are in custody and who will remain in custody for 3 months or longer.
Objective:	Improve recidivism rate of participating clients
Objective:	Develop and utilize a more comprehensive written reentry plan
Objective:	
Outcome Measure:	Percent of clients who need housing upon release from custody and are successfully placed
Outcome Measure:	Program engagement and completion while in custody
Outcome Measure:	Percent that obtain medical coverage upon leaving facility.
	Percent that have no gap in medications.
	Percent that have scheduled medical and dental appointments upon release.
	Percent that attend scheduled medical and dental appoints once released.
Outcome Measure:	Percent that obtain employment upon release within: 3 months, 6 months, 9 months or 12 months.
Outcome Measure:	Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer.
Outcome Measure:	Recidivism rates: 1 year out; 3 years; 5 years

Briefly describe progress toward goal:	<p>Assigned Deputy Probation Officers have used ONA's to identify the needs for clients prior to leaving the facility; referrals for needs were made prior to each client's release from custody; clients who received behavioral health services were able to continue services upon release. Plumas County is suffering from lack of available housing. The Probation Department is actively working to identify housing resources, including CBOs to secure stable housing for high/moderate risk Probation clients released from custody.</p> <p>*14 clients received reentry services</p> <p>*7 clients participated in a Prerelease Video Conference</p> <p>*An ONA was completed with 6 clients prior to release</p> <p>*A reentry plan was created for 14 clients prior to release</p> <p>*4 clients were picked up at the jail upon release.</p> <p>*14 clients were referred to the Behavioral Health Dept.</p> <p>*7 clients received a an inpatient rehab referral</p> <p>*6 clients received a housing referral</p> <p>*1 client was placed on Soberlink monitoring</p> <p>*1 client was placed on electronic monitoring</p> <p>*1 client was continued on current medication</p> <p>*5 clients were referred for employment assistance</p> <p>*12 clients were placed on a drug testing program</p> <p>*1 year recidivism rate - 21%</p>
Rated progress toward the goal:	<p><input type="checkbox"/> No progress</p> <p><input checked="" type="checkbox"/> Partially achieved</p> <p><input type="checkbox"/> Fully achieved</p>

14.b (Additional Goal) Describe a goal for FY 2021-22 and one or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2021-22, respond by indicating "Not Applicable."

Goal	
Part of FY 21-22 CCP plan?	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
Objective:	

Objective:	
Outcome Measure:	
Briefly describe progress toward goal:	
Rated progress toward the goal:	<input type="checkbox"/> No progress <input type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

SECTION 4: TYPES OF PROGRAMMING AND SERVICES

Section 4 asks questions about the types of programs and services provided during FY 2020-21. For each type of program or service provided, identify the agency(ies) that provide the program or service and at what stage(s) the program or service is provided (in-custody, supervision, other). Please refer to the [CCP Survey Data Reporting Guide](#) for the BSCC's definition of each type of program and service listed and the stage(s) of program or service.

Program/Service	Provide	Providing Agency (check all that apply)	Stage(s) Provided (check all that apply)
Mental Health/Behavioral Health – Services designed to improve mental health.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ReThink Industries >ASP	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >PrePlea >PreTrial
Substance Use – services designed to assist with	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation	<input type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision

Program/Service	Provide	Providing Agency (check all that apply)	Stage(s) Provided (check all that apply)
substance use.		<input checked="" type="checkbox"/> Behavioral health <input type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP	<input checked="" type="checkbox"/> Other, describe: >PrePlea >PreTrial
Housing – services designed to assist with housing after release.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP	<input type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >PrePlea >PreTrial
Employment – services designed to provide clients with a job and/or to provide job training to improve chances of finding employment after release.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input type="checkbox"/> Other, describe: >	<input type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >Services can continue after supervision term
Education – focuses on academic achievement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input type="checkbox"/> Probation <input type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input type="checkbox"/> Other, describe: >	<input checked="" type="checkbox"/> In-Custody <input type="checkbox"/> Supervision <input type="checkbox"/> Other, describe: >
Family – family-oriented education, service, and training.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >PrePlea >PreTrial
Domestic Violence Prevention – support and intervention	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input type="checkbox"/> Other, describe: >	<input type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >52 Week Program Probation and CBO
Physical Health – services designed to improve clients'	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input type="checkbox"/> Probation	<input type="checkbox"/> In-Custody <input type="checkbox"/> Supervision

Program/Service	Provide	Providing Agency (check all that apply)	Stage(s) Provided (check all that apply)
physical well-being.		<input type="checkbox"/> Behavioral health <input type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP	<input checked="" type="checkbox"/> Other, describe: >PrePlea >PreTrial
Quality of Life – Services that enhance the standard of happiness, comfort, and well-being of an individual to participate in life events (e.g., assistance in getting a driver's license, opening a bank account, etc.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input type="checkbox"/> Probation <input type="checkbox"/> Behavioral health <input type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP	<input type="checkbox"/> In-Custody <input type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >Pre-Plea >Pre-Trial

SECTION 5: OPTIONAL QUESTIONS

Section 5 asks optional questions about evaluation, data collection, programs and services, and local best practices. There are 9 questions in this section. Responses will be used by the BSCC and its justice-system partners to better understand the needs of counties. If the CCP chooses not to answer an optional question, please respond "Decline to Respond."

- 15.** Describe the process the CCP uses to determine potential programs and/or services for local implementation using Realignment funds.

>A Request for Proposals is issued annually to county and community-based partners. Applications are reviewed and discussed by an ad hoc committee. The committee brings a recommendation to the CCP Executive Committee at a scheduled meeting and it is voted on. The process guides the development of the annual budget.

- 16.** Does the county evaluate the effectiveness (as defined locally) of programs and/or services funded with its Public Safety Realignment allocation? Check the appropriate box to the left of the list.

Yes
 No

If yes, explain how.

>The CCP Executive Committee reviews quarterly program and financial reports from the county and community partners to assure compliance with the application submitted for funding. This committee also assesses the overall annual progress and success of programs. Additional data collection and program documents can be requested for review.

- 17.** Does the county consider evaluation results when funding programs and/or services? Check the appropriate box to the left of the list.

Yes
 No

If yes, explain how.

>The CCP Executive Committee will work to improve its evaluation process to give members and the general public a greater transparency of fund utilization and services provided to this population.

- 18.** Does the county use BSCC definitions (average daily population, conviction, length of stay, recidivism, and/or treatment program completion rates) when collecting data? Check the yes or no box to the left of each BSCC Definition listed, as applicable.

Yes	No	BSCC Definition
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Average daily population

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conviction
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Length of stay
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Recidivism
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Treatment program completion rates

19. What percentage of the Public Safety Realignment allocation is used for evidence-based programming (as defined locally)? Check the most appropriate box to the left of the list of percentages.

Percent for Evidence-Based Programming	
<input type="checkbox"/>	Less than 20%
<input type="checkbox"/>	21% 40%
<input checked="" type="checkbox"/>	41% 60%
<input type="checkbox"/>	61% 80%
<input type="checkbox"/>	81% or higher

20. We would like to better understand the county's capacity to offer mental health, substance use disorder, behavioral health treatment programs, and/or other services. What type and level of services are now available?

>An array of behavioral health and substance use disorder services are provided by the Behavioral Health Department including jail-based services, community-based services through four Wellness Center sites spread throughout the county and direct services at their main office. Additional mental health services are provided locally by private vendors and through in-patient out-of-county services. The Public Health Department offers Naloxone and the Medication Assisted Treatment (MAT) Program as well as counseling and behavioral therapies to treat substance use disorders and prevent opioid overdose. Partners also provide Tele-Med services, intensive case management and services for the severely mentally ill (SMI).

21. What challenges does the county face in meeting the above program and service needs?

>Local challenges include limited available housing that will address the permanent housing need of transitioning offenders. The county also lacks a structured emergency shelter model program. Geography and minimal transportation options also provide difficulties.

22. What programmatic changes and/or course corrections has the CPP made in the implementation of Public Safety Realignment that it believes other counties would find helpful?

>The ability for each county to create a response that is best suited for their region and needs. Expanding collaborations with community-based partners and out of county rehabilitation entities enhance the work and services provided by county partners and opens doors to additional choices and services for clients. The Alternative Sentencing Program, the Sheriff's Office, Behavioral Health Department, the District Attorney, the Courts, the Public Defender, and the Probation Department have all been strong collaborators for Plumas County's success in adapting to an ever changing Public Safety Realignment effort. This model helps to build the number

of evidence-based programs and services identified, and encourages blended funding.

23. Describe a local best practice or promising program that has produced positive results. If data exists to support the results, please share.

>The Plumas County District Attorneys Alternative Sentencing Program was awarded CSACs Merit Award in Adminstration of Justice and Public Safety in 2020

ATTENTION: This concludes Part A of the FY 2021-22 CCP Survey.

Please complete Part B in Microsoft Excel which consists of two (2) budgetary sections.

Optional Highlight or Success Story

In addition, to produce a more comprehensive report on the implementation of realignment, we are asking for a brief, one-page, visually appealing, highlight or success story that provides implementation information related to the county's Public Safety Realignment success. This highlight may include optional graphs, charts, photos, or quotes. Photos of programs in action along with quotes from program participants and/or community partners do not need to provide identifying information. The highlight or success story provided may be published in the *2011 Public Safety Realignment Act: Tenth Annual Report on the Implementation of Community Corrections Partnership Plans*. While every effort will be made to include these in the report, inclusion is not guaranteed. Note: Ensure any individual(s) in the photos have given their consent for use/publication and do not submit any photos that include faces of minors (youth under the age of 18).

Submission Instructions

In a single email, please attach the following documents to provide a complete CCP Survey package:

1. Completed Part A (Word) document,
2. Completed Part B (Excel) documents,
3. Optional highlight or success story (if being provided), and
4. Updated CCP plan.

The complete CCP Survey package, including all attachments, shall be emailed by December 15, 2021 to:

Helene Zentner, Field Representative
Board of State and Community Corrections
916-838-7777 or Helene.Zentner@bscc.ca.gov

Please be aware that a complete CCP Survey package, including an updated CCP plan, MUST be submitted to the BSCC to receive compensation.

NOTE: *The information provided in the CCP Survey package will be made public by the BSCC in the annual report to the Governor's Office and the Legislature on the implementation of Community Corrections Partnership plans on the BSCC website.*

**FY 2021-22 Community Corrections Partnership Survey
PART B**

Part B of the CCP Survey collects information about the allocation of Public Safety Realignment dollars.

For detailed guidance on how to complete Part B of the CCP Survey package, please refer to the [FY 2021-22 CCP Survey Data Reporting Guide](#).

The first question in this file, question 24, requests the name of the county for which the survey is being submitted.

Following the identification of the county, Part B is divided into two sections:

Section 6: FY 2020-21 Public Safety Realignment Funding Allocation

24. Please identify the county for which this portion of the survey is being submitted:

4. Please identify the county for which you are applying.

SECTION 6: FY 2020-21 Public Safety Realignment Funding Allocation

Section 6 contains questions related to the allocation of FY 2020-21 Public Safety Realignment dollars. There are three (3) questions in this section.

When answering these questions, consider the funds allocated in FY 2020-21 and include any monies from 2019-20 growth funds and 2020-21 programmatic funding.

25. Of the total funds received in FY 2020-21, how did the CCP budget the allocation? Input the total allocation in the cell above the table. Within the table, identify where funds were allocated to, and include if the county used any carry-over funds (monies from previous annual CCP allocations) and/or if the county put any funds into a reserve fund (i.e., funds specifically set aside to be used when budget is disrupted or decreased so operations can continue). Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red. Please correct any cells displaying red prior to submitting.

Total Allocation: \$ 1,240,498

Please spell out all names and do not use acronyms.

26. Of the total funds received in FY 2020-21, how much did the CCP allocate to public agencies for programs and services? How much did the CCP allocate to non-public agencies for programs and services? Input the total allocations in the cells above each table. Within the tables, identify where funds were allocated to. Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red. **Please correct any cells displaying red prior to submitting.**

Total Allocation to public agencies: \$ 845,592

Total Allocation to non-public agencies: \$ 90,000

(Total sums to) \$ 845,592

(Total sums to) \$ 90,000

Please spell out all names and do not use acronyms.

Difference from
Stated Allocation: \$

Please spell out all names and do not use acronyms.

Difference from
Stated Allocation: \$

27. How much funding, if any, was allocated to data collection and/or evaluation of AB 109 programs and services?

None.

SECTION 7: FY 2021-22 Public Safety Realignment Funding Allocation

Section 7 asks three (3) questions related to the allocation of FY 2021-22 Public Safety Realignment funding.

When answering these questions, consider the total funds allocated in FY 2021-22 and include any monies from 2020-21 growth funds and 2021-22 programmatic funding.

28. Of the total funds received in FY 2021-22, how did the CCP budget the allocation? Input the total allocation in the cell above the table. Within the table, identify where funds were allocated to, and include if the county is using any carry-over funds (monies from previous annual CCP allocations) and/or if the county is putting any funds into a reserve fund (i.e., funds specifically set aside to be used when budget is disrupted or decreased so operations can continue). Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red. Please correct any cells displaying red prior to submitting.

Total Allocation: \$ 1,352,377

(Total sums to) \$ 1,352,377

Difference from

Stated Allocation: \$

Please spell out all names and do not use acronyms.

29. If Known: of the total funds received in FY 2021-22, how much did the CCP allocate to public agencies for programs and services? How much did the CCP allocate to non-public agencies for programs and services? Input the total allocations in the cells above each table. Within the tables, identify where funds were allocated to. Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red. **Please correct any cells displaying red prior to submitting.**

Total Allocation to public agencies: \$ 980,975

Total Allocation to non-public agencies: \$ 45,000

Please spell out all names and do not use acronyms.

(Total sums to) \$ 980,975
Difference from
Stated Allocation: \$

Please spell out all names and do not use acronyms.

(Total sums to) \$ 45,000
Difference from
Stated Allocation: \$

30. How much funding, if any, is being allocated to data collection and/or evaluation of AB 109 programs and services?

A total of \$30,440, Including: \$21,542 - ASP Program Manager. \$7,583 - Management Analyst. \$1,315 - Probation Fiscal Officer. Funds drawn from respective agency AB109 funding allocations.

NOTE: The information contained in this report will be made public by the BSCC in the annual report to the Governor's Office and the Legislature on the implementation of Community Corrections Partnership plans on the BSCC website.

ATTENTION: This is only Part B of the Survey.
Please complete Part A in Microsoft Word which consists of five (5) narrative sections.

SUBMITTAL INSTRUCTIONS:

SUBMITTAL INSTRUCTIONS:

A complete FY 2021-22 CCP Survey Package includes Part A, Part B, Highlight or Success Story (optional), and an updated CCP Plan. To submit the package, send a single email with all attachments by Wednesday, December 15, 2021 to:

Helene Zentner, Field Representative
Board of State and Community Corrections
Helene.Zentner@bscc.ca.gov

Please be aware that a complete CCP Survey package, including an updated CCP plan, **MUST** be submitted to the BSCC to receive compensation.

Plumas County



Public Safety Realignment

Implementation Plan Update 2021/22

Executive Committee of the Community Corrections Partnership

Keevin Allred, Chief Probation Officer (Chair)

Deborah W. Norrie, Court Executive Officer, Superior Court of California-County of Plumas

William Abramson, Public Defender

David Hollister, District Attorney

Tony Hobson, Behavioral Health Director

Todd Johns, Sheriff

The vision of the Plumas County Community Corrections Partnership is a collaborative approach to preventing crime, reducing recidivism, holding offenders accountable, and promoting a safe and healthy community by utilizing evidence-based and fiscally responsible policies and practices.

OVERVIEW OF THE PUBLIC SAFETY REALIGNMENT ACT (AB109)

To comply with a United States Supreme Court decision to reduce California's prison population, and assist in alleviating the State's financial crisis, the Public Safety Realignment Act (AB109) was signed into law on April 4, 2011. AB 109 redefined felonies and shifted responsibility for both supervising and housing certain convicted felony and parolees from the state to the county. Implementation of the Public Safety Realignment Act began October 1, 2011.

Simultaneously, Section 1230.1 of the California Penal Code designated a local Community Corrections Partnership to oversee a county's Public Safety Realignment Plan. Consistent with local needs and resources, recommendations should maximize the effective investment of criminal justice resources in evidence-based correctional programs and sanctions.

Target Population of AB 109

All defendants requiring the investment of criminal justice resources.

Additional Key Elements of AB 109

Post-Release Community Supervision (PRCS): Offenders released from state prison on or after October 1, 2011, after serving a sentence for a current non-violent or non-serious offense, and/or as a non-registerable sex offense, regardless of prior convictions, are subject to PRCS for a period not to exceed three years. Petitions to revoke PRCS are filed with the Plumas County Superior Court by the Probation Department. PRCS revocations are prosecuted by the District Attorney and defended by the public defender in hearings heard by the Superior Court. Any jail time imposed as a result of the revocation is served in the local custody and cannot exceed 180 days.

Custody and Mandatory Supervision: Offenders sentenced for a non-violent, non-serious, or non-high risk sex offense after October 1, 2011, can serve sentences in county jail by means of either a straight commitment or a split sentence (combination of custody time and mandatory supervision time).

State Parole Supervision: California parole agents supervise offenders with current commitments for violent or serious felony offenses, or offenders classified as "high risk sex offenders". Parolees who violate the terms of their parole cannot be returned to state prison custody; rather these offenders serve any sentence for their violation in the county jail. Individuals violating the conditions of their parole can serve up to six months in jail. Effective July 1, 2013, all parole revocations are filed and heard in the Plumas County Superior Court.

Enhanced Local Custody Alternatives: The legislation encourages and supports alternatives to local jail custody with programs including work release, home electronic monitoring and pretrial services.

Community-Based Sanctions: The legislation authorized counties to use a range of intermediate sanctions to hold offenders accountable and mitigate the need for revocation hearings. Intermediate sanctions are

typically progressive and may include more frequent incarceration in the county jail for no more than ten days, as well as other options.

Felony Probation: The Probation Department continues to supervise defendants placed on formal probation. In the event a formal probationer is violated, the probationer can have their probation restored or have their probation revoked and be sentenced to county jail or prison. Under Penal Code Section 1170(h), certain eligible, convicted felons sentenced to state prison, to be served in county jail, will not have any period of supervision after they complete their custody time. If sentenced to a "split sentence", a felon will not be subject to supervision subsequent to their period of incarceration.

Community Corrections Partnership

By law, the Community Corrections Partnership is responsible for developing the Plan for implementing AB 109, which is then voted on and approved by the CCP Executive Committee. The CCP Executive Committee recommends the Plan to the Board of Supervisors and is responsible for advising the Board of Supervisors regarding funding, implementation and outcomes of the Plan.

The CCP Executive Committee meets regularly and recognizes the need for county and community partners to work together to effectively provide services for this population. The Executive Committee will continue to meet regularly to address the impact of AB 109 and its historic changes to California criminal law.

The CCP's intent is to provide a plan which, consistent with the local needs and resources of Plumas County, addresses approaches maximizing the effective investment of criminal justice resources in evidence-based correctional sanctions and programs, including, but not limited to, day reporting centers, drug courts, residential multiservice centers, mental health treatment programs, electronic and GPS monitoring programs, victim restitution programs, counseling programs, community service programs, educational programs, and work training programs.

Primary Goals:

- Enhance the safety of Plumas County;
- Reduce recidivism;
- Assist offenders in the journey of becoming clean and sober, stopping drug-related crime, and reuniting broken families; and
- Use evidence-based assessment tools to identify criminogenic needs and address those needs with evidence-based programs and services.

FUNDING AND BUDGETS

The Community Corrections Subaccount was created in 2011 as part of the "Local Revenue Fund 2011" as set forth in Assembly Bill 118. AB 118, as codified in Section 30025 of the Government Code, provides a funding mechanism to offset the increased burden placed on counties by AB 109. Under Section 30025(e) of the Government Code, state funds deposited into the Community Corrections Subaccount are to be

used exclusively for “Public Safety Services” as defined in subdivision (i). Subdivision (i) includes, among other activities, employing and training public safety officials, including law enforcement personnel; managing local jails; and providing housing, treatment, and services for, and supervision of, juvenile and adult offenders.

See Attachment 1, for the total budget for FY 2020-2021.

OVERVIEW OF PROGRAMS AND IMPLEMENTATION STRATEGIES

The Superior Court: The Court actively participates with County agencies by referring felony and misdemeanor offenders to the appropriate service both prior to and after case adjudication. The first and third Mondays of each month, the Court presides over collaborative court sessions – Community Justice Court, Prop 47 Treatment Court and AB1810 Court. The Court meets with counsel and all treatment providers prior to the calendar calls to discuss the offender’s progress and what additional or different services could be offered offenders. The goal of the Court is to order services that will assist offenders from engaging in further criminal conduct. During the regular weekly misdemeanor and felony calendars the Court makes orders referring defendants to appropriate services both pre-adjudication and, after sentencing, through terms and conditions of either formal or informal probation.

The Court was an active participant in the development of the policies and procedures of the Pretrial Release Program and currently has an active role in reviewing pretrial release reports and making orders for release or detention (with appropriate services) based on those reports.

The Court is always willing to review additional resources, programs or collaborative courts that would reduce recidivism.

Sheriff’s Office: The jail population has been affected since the implementation of AB 109. The jail now houses state parole violators, PRCS violators, and prison commitments pursuant to Section 1170(h) of the Penal Code. These are all populations not experienced by the Sheriff’s Office prior to AB 109. The jail houses an average of 11 AB 109 or realigned offenders per month. This increases the costs associated with housing, processing, feeding, inmate health care and out-of-custody supervision. The facility has a maximum capacity of 67 inmates and is outdated. The facility is staffed 24 hours a day, 365 days per year in compliance with State minimum standards for the operation of local detention facilities. Jail staff consists of 1 Jail Commander, 5 Sergeants, and 19 Correctional Officers. Of these staff, 2 full time Correctional Officer positions are funded through AB 109. The average cost to house an inmate is \$179.31.

Alternative Custody Sentencing: Inmates who pose a low risk to public safety earn the ability to be placed on electronic monitoring, house arrest, work and educational programs or weekend commitments. This is determined by the crime they are convicted of, their criminal history, need for alternative custody and the length of time of their commitment. Low risk offenders can be allowed to spend their entire commitment on a program. This is based on several factors. Inmates that are incarcerated to longer sentences can be released on a program. These inmates typically must serve at least half of their time in custody, have

completed some target programming, have established a stable living environment and typically have employment and or educational programs in place. The correctional staff spend time with the inmates and assist them with job applications, interview skills, obtaining basic employment needs such as a social security card, driver's license and birth certificates. More recently, correctional staff have assisted inmates in enrollment at FRC, assisted with financial aid packets and scheduling classes to help in their educational needs. Inmates that qualify for educational furlough have ridden public transport to F.R.C. from the jail and lived off-site and attended school.

In order to help prepare for transition from the correctional facility to the general public, some inmates are selected to participate in work off the facility grounds when available. This allows the inmate to gain work experience and better their chances for future employment upon release. In house, we allow qualified inmates to participate in the culinary program. Not only does this program provide basic healthy cooking skills, it gives the inmates opportunity to obtain a "Safe Serve" certificate to assist them in finding work in the restaurant industry upon release. Inmates can also be selected to the courthouse cleaning crew which helps to provide them with basic sanitation skills which can lead to employment in janitorial services. These are an important component of making inmates self-sufficient prior to release from the facility and reducing recidivism. The 2 Correctional Officer positions are assigned to overseeing the monitoring the inmate in these programs, however several officers assist in order to make all programs function properly.

AB 109 funds are utilized to fund two full time Deputy Sheriff positions. These positions assist Corrections with the Electronic Monitoring Program by; completing the preliminary search of a residence and confirming the actual address where the inmates lists as their residence. Additionally, Deputies conduct random and requested contacts on participants in the program. Deputies are also used to confirm participants are at work when participating in the work release program and relay any discrepancies when noted. When violations occur, Deputies assist corrections in returning participants and their monitoring equipment to the facility. They continually assist in monitoring inmates enrolled in Alternative Custody Programs and accompany the Deputy Probation Officers in the field and perform patrol work. These positions also assist the District Attorney's Alternative Sentencing / Prop 47 Program with checks on their clients when requested to do so.

Over the year Medicated Assisted Treatment (MAT) has been implemented in the jail for inmates who use or have a history of opioid use or abuse. This program was initiated in the medical field throughout the nation and pushed into the criminal justice system and corrections in an effort to reduce opioid overdose deaths. The participants in this program range from one inmate to ten inmates at any given time being treated inside the facility. This has caused increases in prescribed medications, counseling and medical treatment; which has had a fiscal impact.

Through partnerships with other county departments, schools, and community organizations, inmates also have access to services from the Behavioral Health Department, to include tele-psych, Celebrate Recovery substance abuse counseling, individual and group counseling; a college correspondence course, and when possible attending FRC, Bible Study, Mise En Place culinary arts program in which the inmates

earn a safe serve certificate, and Moral Reconation Therapy (MRT) for a parenting course and interactive journaling: "How to escape your prison". We work with the Alternative Sentencing Program and assist with the Pre-Trial Release program. We have had the opportunity to assist the Parks and Recreation Department with building playground equipment. This experience led to two inmates getting job upon release, one with the Park and Recreation Department and the other with a local contractor. Our Culinary class has provided meals to sale for FRC's horse auction, served at a Rotary function and assisted in prepping food for other community events. All these experiences has led to better community understanding of our programs and given the inmates an opportunity to re-establish into their communities.

The future goals of the Sheriff's Office are to expand on contact with AB-109 clients by patrol. The intent is to take a mentoring approach by patrol staff. Many times, the only contact an AB-109 client has with patrol is when they have violated their terms or are suspected of a crime. By patrol engaging in a routine check on clients, the goal is to better address any issues before they become a criminal violation. Engaging with patrol in a positive light will institute a feeling of support and assistance and can provided indicators of what services may be lacking when a client is struggling to succeed. These contacts may be by a solo officer or in conjunction with Probation.

In corrections, we intend to continue to look for additional educational and job training services. Staff has continually reached out to local businesses who may be able to employ likely candidates. We have and will to continue to expand any job training programs within the county to increase the likelihood of inmates having employment and bettering the success rate upon release. The overall goal with in the correctional facility is to have all aspects of re-entry services established and functioning at a high level prior to opening the new facility where all services will be provided at the Daily Reporting Center by the different departments in our county.

Probation Department: The Probation Department is implementing evidence-based practices, included but not limited to, a behavior response matrix, data collection, Cognitive Behavioral Therapy (CBT) Journaling, Cognitive Restructuring Group (CRG) and completion of needs assessments and case plans. Recent years have witnessed implementation of evidence-based practices in the Probation Department by hiring two full time Deputy Probation Officers, hiring a Management Analyst, increasing trainings, increasing field presence, staff reassessments, and implementing interactive journaling. Continued progress toward becoming a research driven organization is anticipated. Staff remain dedicated to strategies which promote positive behavior change in offenders, reduce recidivism and ultimately enhance community safety.

The Probation Department investigates, assesses, and supervises offenders; and is an essential, neutral arm of the Court. Probation utilizes the Static Risk Assessment (SRA) to assess those defendants prior to sentencing, who are not recommended for a prison commitment. Staff assess offenders who are released in the community under PRCS and the CDCR pre-release packet is reviewed. Based on risk scores, offenders are assigned to the appropriate caseload. The cost per day for a client under Probation supervision is approximately \$17.00.

Those released under PRCS are placed on an AB 109/High Risk caseload for Intensive Supervision. These caseloads can vary and are assigned to 2 full time Deputy Probation Officers. The first AB109 Deputy Probation Officer will average a FY21-22 caseload of 20:1-50:1 depending on the number of clients receiving intensive supervision services. The second AB109 Deputy Probation Officer will average a caseload of 40:1-50:1 with caseloads likely to include Moderate Risk, DUI, Sex Offender, and Community Justice Court caseloads. Support, fiscal, data, and supervisory staff provide support to the Probation Officers. The American Probation and Parole Association (APPA) Standards to allow Deputy Probation Officers to effectively supervise and service moderate to high-risk clients on their caseloads is recommended not to exceed 50, and not to exceed 20 for Intensive Supervision. This Department combines these caseloads and includes Community Justice Court and Re-Entry clients. Clients assigned to these caseloads are assessed using the Offender Needs Assessment (ONA), an evidence-based assessment tool, and provided programming and services targeting their top criminogenic needs. A case plan will be developed and updated as necessary with the client, focused on their top criminogenic needs in order to assist the offender to be successful in the community, thus minimizing the risk to reoffend.

Comprehensive supervision and case management includes risk and needs assessments, collaborative case planning, exposure to a variety of treatment options, use of motivational interviewing, drug testing, field contacts, electronic monitoring, swift and certain responses to violations using graduated sanctions and incentives to promote positive behavior change, and other efforts to support the successful integration of offenders in the community.

Intensive Supervision: A critical component to enhancing public safety and reducing recidivism begins with holding clients accountable through field visits, searches, case planning, victim contacts, and collateral contacts. The Probation Department provides evidence-based assessments, graduated sanctions, interventions, drug testing, electronic monitoring, apprehension of offenders who violate the conditions of their supervision, positive incentives, and reporting to the Court.

Multi-Disciplinary Re-Entry: This program assists incarcerated clients in making a successful transition to the community by streamlining the release process, improving collaboration between essential service providers, linking inmates to effective in-custody and post-release evidence-based programming, and providing general support for the realignment population. Program goals include, but are not limited to, assisting clients with: Obtaining stable housing, obtaining stable employment, education services, and accessing appropriate mental health services. Currently, the Probation Department assists with transportation out of custody to the County for PRCS clients, facilitates options for stable housing, and conducts Pre-Release Video Conferencing (PRVC). This program is expanding to locally incarcerated individuals.

Electronic Monitoring and GPS: This program provides a viable alternative to jail incarceration, post incarceration, and to allow offenders to maintain employment and/or schooling, obtain services, and care for their family under increased supervision. This program assists with reintegration, accountability, and monitoring.

Drug Testing: Drug testing often supplements offender drug treatment, relapse prevention, and it is very often a condition of supervision. The Plumas County Probation Department has drug testing locations in Quincy, Chester, and Portola. This program also includes 24/7 alcohol monitoring.

Interactive Journaling: The Probation Department facilitates the Courage to Change journaling series to adult clients. This program assists clients in making positive and lasting life changes. It is an evidence-based approach to helping clients move through the stages of change.

52-Week Batterer's Intervention Program: This program, offered through a community provider, assists both males and female clients, supervised by the Probation Department, in their desire to stop the abusive behaviors they have chosen in the past. The primary purpose of this program is to protect those in the community who have been a victim of domestic violence. This purpose is pursued by offering skills of accountability, healthy life choices, and non-violent relationships that respect both themselves and those who they are in a relationship with. These skills are to be used as options when coping with difficult relationship issues. Each participant's program follows a treatment plan which includes standardized elements and can have case-by-case collateral requirements designed to help increase their benefit from the program and reduce their likelihood of recidivism. This program meets all current California Penal Code 1203.097 standards regarding such programs.

Cognitive Behavior Restructuring Group: This 16 week program, offered through a community provider, assists clients to look at, and learn about interplay between their thoughts, their actions, and the consequences. This purpose is pursued by offering skills of accountability, healthy life choices, and relationships that respect both themselves and those with whom they are in a relationship with. The skills are to be used as options when coping with difficult situations and relationship issues. Clients learn how to recognize distorted or unrealistic thinking when it occurs and change their problematic thinking and behaviors.

Sex Offender Treatment: Clients convicted of certain sex related offenses are provided with an approved Sex Offender Management Program. The program includes individual counseling, family and group treatment to help addicts deal with issues underlying their addiction, shame, guilt, and pain.

Intensive Outpatient Treatment: This program is currently offered at the Probation Department by the Behavioral Health Department through trained facilitators. It is an indispensable element of effective substance abuse and mental health treatment.

The Behavioral Health Department additionally provides clients other resources and referrals such as therapy and housing.

Further Collaborations: The Probation Department maintains relationships with various community organizations to provide opportunities that promote client success including: Celebrate Recovery, Work/job programs and services, housing and transitional assistance, and adult education and literacy.

District Attorney's Office: The Alternative Sentencing Program Office is located within the District Attorney's Office and works with the Courts throughout Plumas County, ancillary service providers, non-profits as well as law enforcement to ensure a quality, evidence-based pretrial release, re-entry and reintegration program is being offered in Plumas County.

The Plumas County Alternative Sentencing Program (ASP) Office exists to assist offenders in the journey of becoming clean and sober, stop drug-related crime, reduce impaired driving and reunite broken families.

By utilizing the ASP, clients are ensured safe, monitored, evidence-based assessments, referrals and services. By giving qualified defendants the opportunity to retain employment and housing as well as spend limited time in custody, ASP provides high cost savings to tax payers. ASP is proud to provide evidence-based and effective services that benefit the clients and the community at large.

When an individual is sentenced or referred by the Court to any track in the Community Justice Court (Prop 47, AB1810, Drug Court), ASP staff will interview the offender and refer them to the appropriate treatment, education or counseling program by conducting an interview and utilizing the RANT triage tool and ORAS assessment tools. By utilizing the Alternative Sentencing program, clients are ensured safe, monitored, evidence-based assessments, referrals and services. Additionally, clients have complete and certified documentation of program enrollment and completion, which is sent directly to the Court and Probation. By helping qualified and court-referred defendants the opportunity to retain employment and housing as well as limited time spent in custody, the ASP provides high cost savings to tax payers. Alternative Sentencing is proud to provide evidence-based and effective services that benefit clients and the community at large.

The ASP gives the Courts, prosecutors, and defense bar additional information at arraignment to streamline the adjudication process and assist the offender in returning to work, early identification and referral to necessary counseling and treatment services. The ASP is available on all arrests that take place in Plumas County with the goal to assist the Courts, prosecutors and defense bar in the identification of safe, effective programs, and treatment that will address the offenders' criminogenic needs and at the same time help advance public safety.

Other services of the ASP may include:

- Assisting in collecting, compiling, verifying and evaluating information regarding defendant's criminal history.
- Evaluate defendant's eligibility for alternative sentencing programs and services.
- Determine when a specialized program referral is appropriate and/or necessary.
- Assist in coordinating intensive case management services for assigned defendants.
- Assist with and coordinate placement of defendants into transitional housing, substance abuse, mental health and related treatment programs.
- Serve as a resource regarding the effectiveness of specific reentry programs.
- Work with the local Corrections facility in the implementation and oversight of evidence-based programs in the jail as well as transition planning upon release.

- Oversee and manage all evidence based services offered to offenders through the Day Reporting Center as well as through other service providers.

The ASP in the past was responsible for the creation; implementation and oversight of the Day Reporting Center, where all released participants reported and received services. That service concluded in 2016 when other county departments opted not to work with Criminal Justice system. The closing of the Day Reporting Center has dramatically impacted the recidivism rate within Plumas County and caused the level of services available to those criminally involved offenders to be reduced radically doing more harm than good for Plumas County.

Pretrial Release Program: When an individual is arrested, members of ASP interview the subject at the Plumas County Correctional Facility for participation in the Pretrial Release Program. Alternative Sentencing submits recommendations for release or detention prior to the offenders first court appearance, based on an interview with the offender, contact with any alleged victim regarding any concerns about future contact with the offender, a validated risk assessment, and the verification of the information provided at the time of booking and interview. The program works to utilize the least restrictive and most reasonable conditions necessary to ensure the offender's appearance in court without jeopardizing public safety.

The goal of the Pretrial release program is to implement an early intervention pretrial release program in Plumas County that will include pre-arraignment interviews and O.R. release reports and recommendations to the Court in an effort to ensure those released from custody appear for hearings as well as minimize the amount of bed space used by low risk defendants due to the increased length of stay and number of high risk offenders spending longer lengths of time in the Plumas County Correctional Facility as a result of the implementation of AB 109. The table below highlights the cost savings recognized by the implementation of the ASP Pretrial Release program.

2019	Pretrial Release Referrals	%	Savings: Jail	Savings: Court	Savings: District Attorney
Total Pretrial Release Referrals	784				
Eligible for PTR	201	25.60%			
Supervised Probation	206	26%	\$0.00		
Of those Eligible for Pretrial Release:					
Released within 24 hours	80	39.80%	\$18,240.00	\$9,720.00	\$9,720.00
Pretrial Release at Arraignment within 1 day	72	35.80%	\$8,550.00	\$8,748.00	\$8,748.00
Violation of Pretrial Release	16	10.50%	(\$1,824.00)		
Warrants Pretrial	1	1.00%			
Approx. yearly savings			\$163,000.00		
TOTAL			\$187,966.00	\$18,468.00	\$18,468.00

Cost to County for the Alternative Sentencing Program (ASP)					
\$	(130,000.00)				
County Annual Savings					
\$	94,902.00				
Grant Awards procured by the ASP in 2019					
Prop 47	\$ 1,000,000.00				
Total competitive grant monies brought into the County due to ASP in 2019					
\$	1,189,804.00				

2018	Pretrial Release Referrals	%	Savings: Jail	Savings: Court	Savings: District Attorney
Total Pretrial Release Referrals	688				
Eligible for PTR	183	26.50%			
Supervised Probation	121	17.60%	\$0.00		
Of those Eligible for Pretrial Release:					
Released within 24 hours	59	32.20%	\$13,452.00	\$7,168.50	\$7,168.50
Pretrial Release at Arraignment within 1 day	52	28.40%	\$5,928.00	\$6,318.00	\$6,318.00
Violation of Pretrial Release	6	3.27%	(\$3,420.00)		
Warrants Pretrial	9	5%			
Approx. yearly savings			\$163,000.00		
TOTAL			\$178,960.00	\$13,486.50	\$13,486.50
Cost to County for the Alternative Sentencing Program (ASP)					
\$	(126,643.00)				
County Annual Savings					
\$	79,290.00				

2017	Pretrial Release Referrals	%	Savings: Jail	Savings: Court	Savings: District Attorney
Total Pretrial Release Referrals	621				
Eligible for ASP	211	33.90%			
Supervised Probation	63	10.14%	\$0.00		
Of those Eligible for Pretrial Release:					
Released within 24 hours	87	41.20%	\$19,836.00	\$10,570.50	\$10,570.50
Pretrial Release at Arraignment within 1 day	77	36.90%	\$8,778.00	\$9,355.50	\$9,355.50
Violation of Pretrial Release	3	1.40%	(\$1,710.00)		

Warrants Pretrial	4	1.90%			
Approx. yearly savings			\$163,000.00		
TOTAL			\$189,904.00	\$19,926.00	\$19,926.00
Cost to County for the Alternative Sentencing Program (ASP)					
\$					(126,643.00)
County Annual Savings					
\$					102,543.00
Grant Awards procured by the ASP in 2017					
Jail Grant and Prop 47	\$				
	26,000,000.00				
Total competitive grant monies brought into the County due to ASP in 2017					
	\$				
	26,102,543.00				

2016 (Sept - Dec)	Pretrial Release Referrals	%	Savings: Jail	Savings: Court	Savings: District Attorney
Total Pretrial Release Referrals	89				
Eligible for ASP	62	69.70%			
Supervised Probation	16	18%	\$0.00		
Of those Eligible for Pretrial Release:					
Released within 24 hours	5	8%	\$1,140.00	\$607.50	\$607.50
Pretrial Release at Arraignment within 1 day	4	6.50%	\$456.00	\$486.00	\$486.00
Violation of Pretrial Release	0				
Warrants Pretrial	2	3.20%			
Approx. yearly savings			\$54,943.82		
TOTAL			\$56,539.82	\$1,093.50	\$1,093.50
Cost to County for the Alternative Sentencing Program (ASP)					
\$					(42,214.00)
County Annual Savings					
	\$				
	16,512.82				

Community Justice Court (CJC): Alternative Sentencing oversees this collaborative Court program and also assists with the operation of Plumas County's AB 1810 Mental Health Diversion Court. This program affords participants the opportunity to eliminate future criminal behavior and improve the quality of their lives. To be successful in recovery and addressing addiction, mental health, and other issues, the participants must have access to a community-based, coordinated system of comprehensive services overseen by the Superior Court and supported and approved by criminal justice partners.

Proposition 47 Diversion: The goal of the Plumas County District Attorneys Prop 47 Diversion Program is for participants to learn to live their lives without alcohol and/or drugs and for them to address all the

related problems associated with alcohol/drug use, especially the criminal behavior that hurt them, their family and loved ones, and the community. The Plumas County District Attorneys Prop 47 Diversion Program will assist participants in addressing an array of legal, housing, vocational, and treatment needs as individually identified for each participant. The program will take approximately 9-12 months to complete successfully depending on the participants' progress and engagement. Upon completing the Plumas County District Attorneys Prop 47 Diversion Program participants will be eligible to graduate and may have their case dismissed and probation terminated.

In the 18-month period from June 2017-December 2018, Rethink Industries, a Prop 47 community partner, provided access to individual, family, couples, youth and group therapy to 55 clients totaling 1,222 service hours.

Day Reporting Center: The Day Reporting Center (DRC) is currently closed. When reopened The Plumas County Day Reporting Center (DRC) will be an on-site cognitive restructuring program designed to change an offender's adverse thinking patterns, provide education and job training to enable long-term employment, and hold unemployed offenders accountable during the day.

With the partnership of Rethink Industries the Alternative Sentencing Program plans to move forward with opening and operating a new Day Reporting Center in 2021 and plans to operate until the opening of the Day Reporting Center co-located with the new Plumas County Correctional Facility. The jail construction grant that was awarded to the Plumas County Sheriff's Office with the assistance of ASP in the second round includes space for a Day Reporting Center and will be utilized upon completion of construction of the new facility.

When reopened, the goals of the DRC would be to reduce offender rearrests, assist offenders in successful reentry by providing needed services, and increase public safety by holding offenders accountable. These goals will be achieved by providing skill-based learning opportunities, educational and vocational training and intensive community supervision. Participants who report to the Day Reporting Center will have the opportunity to experience the following:

- Reconnection with their families
- Apply for social service benefits
- Enroll in medical benefits
- Locate and maintain stable housing
- Improve educational and vocational skills
- Find and retain meaningful work
- Participate in structured activities within the community
- Enhance their coping skills through group and peer counseling
- Structure their activities within the community

The goal is to assist the Courts, prosecutors and defense bar in the identification of safe, effective programs, treatment, sanctions and incentives that will address the offenders' criminogenic needs and at the same time help advance public safety.

Behavioral Health Department: "The mission of Plumas County Behavioral Health is to provide quality, accessible, culturally and personally sensitive behavioral health services, supported by sound, ethical business practices, to enhance people's ability to function effectively within their community." Plumas County Behavioral Health management is guided by the following principles: a) continuous learning and improvement in service delivery and administration, b) quality mental health and substance abuse services for persons of all ages, c) partnership at all levels and between all levels, d) preventive and integrative approaches to behavioral and physical health, e) dignity, respect and compassion for all persons, f) active involvement of consumers in their treatment and recovery process, and g) cooperation and support with county partners, community providers and agencies. Efficient and effective use of resources and measurable outcomes are underling principles.

Within the criminal justice system, Behavioral Health provides invaluable services, including services for clients on felony and misdemeanor calendars, provides crisis assessments for at-risk, in-custody defendants, provides services for the Community Justice Court and Prop 47 Diversion programs and provides full services for the AB1810 Mental Health Diversion program. Additionally, it is anticipated Behavioral Health will staff and serve as a stakeholder upon the opening of the Day Reporting Center.

The Behavioral Health Department provides outpatient services for mental health and substance use disorders in Quincy and at its Community Wellness Centers in Portola, Greenville and Chester. Outpatient residential services for substance use treatment are funded by the Substance Abuse Prevention and Treatment/SAMHSA grants through contracted out-of-county facilities. The primary target for mental health services are Plumas County MediCal beneficiaries as determined in the Mental Health Plan with the State. Services include outpatient individual and group therapy provided by staff. Inpatient mental health services are provided by hospitals and psychiatric health facilities located out of county. The electronic health record data system tracks these mental health services which are reimbursable for non-custody clients.

The Behavioral Health Department provides individual and group mental health related services at the jail. Criminal justice involved populations, both in and out of custody, benefit from an array of group and individual services provided by the Behavioral Health Department for mental health, substance abuse, and case management needs.

AB 109 funds are utilized to ensure ongoing, consistent provision of services in the jail. This funding supports the cost of providing Tele-med services in the jail and the associated costs of nursing staff and case management screening and documentation.

CCP Plan and Future Goals

Plumas County's CCP continues their commitment in reducing recidivism by maximizing the effective investment of criminal justice resources in evidence-based correctional sanctions and

programming. Achievement of this goal continues to be contingent on an early-intervention, integrated model. While this model is primarily court-based, all stakeholders are necessary to its success.

Pretrial Release Program

Plumas County currently operates a successful pretrial release program. While community safety and court attendance are key components of this program, the early and evidence-based assessment of an individual concerning the needs and corresponding services necessary to rehabilitate the whole of the offender is crucial to the success of this Plan. The CCP Executive Committee will continue to support and promote the Pretrial Release Program.

Community Justice Court

Goal	Support and Grow the Community Justice Court
Objective	Adhere to Community Justice Court policies and procedures
Objective	Continue to identify which service providers will meet this obligation and create a work around approach to overcome those providers who will not.
Objective	Continue to identify and outline target population(s) to include, but not limited to Veterans and those with substance abuse and mental health needs to be served
Objective	Provide a safe, cost-effective alternative to incarceration
Objective	Work together to assure a consistent, coordinated approach is provided to Veterans, those with substance abuse issues and mental health diagnoses who have committed crimes in Plumas County
Objective	Use a long-term approach towards program sustainability by learning from the successes of other collaborative courts and being knowledgeable of the various means of leveraging funding
Objective	Reduce criminal behaviors and substance abuse among the program participants
Objective	Improve supervision strategies that will reduce recidivism and improve criminal thinking
Objective	Increase the number of supervision decisions that are fair, consistently applied, with consequences that are transparent; and increase the number of participants in the program who believe that the supervision decisions are fair, consistently applied, and consequences are transparent.
Objective	Increase community awareness of substance abuse, mental health and issues pertaining to veterans, as well as the Plumas County Community Justice Court sponsored treatment and programs as a preferred alternative to incarceration.
Outcome Measure	Have Community Justice Court expanded and enhanced with updated policy and procedures signed
Outcome	Have clear criteria for eligibility and entrance that is reflective of offenders

Measure	and needs of Plumas County
Outcome Measure	Recidivism for those involved in Community Justice Court vs. similar cases not engaged
Outcome Measure	Length of Sobriety Treatment engagement/Attendance Graduation/Completion rates Medication Compliant Court appearances Employment Permeant long term Housing Family reunification
Outcome Measure	Number of incentives versus number of sanctions • individual participants • Program as a whole
Progress toward stated goal	Effective January 2020 Plumas County began operating its Community Justice Court. As of December 2021, approximately 13 participants are engaged in this programming and, thus far, are seeing exceptional results in terms of sobriety, employment and other stated goals.

Day Reporting Center

Plumas County operated a highly successful Day Reporting Center until recently. The CCP Executive Committee intends to reopen the Day Reporting Center. The Day Reporting Center (DRC) is both a place and a program. The physical location of the DRC will be in close proximity to the Plumas County Courthouse. The DRC will provide a “one stop shopping” approach for a myriad of offenders in the criminal justice system. The DRC will house community (both public and private) service providers in one location. Offenders will be directed to the DRC and provided appropriate services as determined by evidence-based assessment tools. Among the service providers can be organizations such as Alternative Sentencing, Behavioral Health, Probation, Parole, Alliance for Workforce Development, PCIRC, PRS, etc.

In the coming years, the Plumas County Sheriff’s Office will open a new correctional facility with an attached 3,000 square foot dedicated Day Reporting Center. Until this opening, the Alternative Sentencing Program, in conjunction with the Superior Court and other stakeholders, will continue work towards a partnership with local provider as discussed previously.

Goal	Reopen and Operate Day Reporting Center
Objective	Identify agency to open and operate Day Reporting Center
Objective	Research and obtain funding to open and operate Day Reporting Center
Objective	Identify and develop therapeutic referral resources and support for clients focusing on health, housing, education, and sustaining employment to be offered through Day Reporting Center.
Objective	Identify and outline target population to be served at Day Reporting Center

Objective	Improve supervision strategies that will reduce recidivism and improve criminal thinking
Outcome Measure	Number of referrals for mental health and/or substance use assessments that are engaged in services
Outcome Measure	Number of offenders enrolled, participating and completing programs
Outcome Measure	Percent that obtain employment as a result of DRC engagement 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer
Outcome Measure	Length of Sobriety Treatment engagement/Attendance Graduation/Completion rates Medication Compliant Court appearances Employment Permeant long term Housing Family reunification
Outcome Measure	Recidivism rates 1 year out 3 years out 5 years out
Progress toward stated goal	A successful Day Reporting Center model existed in Plumas County until 2017. Much of the framework has already been created. Conversations are occurring concerning which entities will participate.

Multi-Disciplinary Reentry Program / Bridges Reintegration Program:

Expansion of the reentry services being provided by the Probation Department will further assist incarcerated individuals in making successful transition to the community by streamlining release processes, improving collaboration between essential service providers, linking inmates to effective in-custody and post-release evidence-based programming, and providing general support for the realignment population. This population includes high and moderate risk formal probation clients, parole revocations, post-release community supervision clients, Mandatory Supervision clients and 1170(h) PC clients. Program goals include, but are not limited to, assisting clients with the following: Obtaining stable housing, obtaining stable employment and/or vocational training; education services, accessing appropriate mental health services, and accessing appropriate evidence-based programming.

The Multi-Disciplinary Reentry Team (MDRT) can consist of representatives from the following agencies: Probation Department, Plumas County Correctional Facility, and the Behavioral Health Department. Community partners such as the Plumas County Crisis Intervention & Resource Center (PCIRC); the Alliance for Workforce Development (AFWD) and/or the Adult Learning Center will also play an integral role in each offender's successful reentry case plan. Appropriate Moderate/High Risk clients will be

identified by the MDRT ninety days prior to release from custody, at which time development of a release plan will commence. Sixty days prior to release, the MDRT will have met with the client and developed a formal Reentry Case Plan, specifically addressing each client's needs as identified by the appropriate evidence-based risk and need assessments, alongside initiating the appropriate referrals for supervision, services and programming. Thirty days prior to reentry, the Deputy Probation Officer will work with the client and Correctional Reentry Representative to confirm the date of release, review the client's reentry case plan, and ensure the appropriate referrals and services are in place. Upon the day of reentry, the Deputy Probation Officer will accompany the client to Probation or the appropriate receiving agency for check-in.

Goal	Create and Implement <u>Multi-Disciplinary Reentry Program / Bridges Reintegration Program</u>
Objective	Identify defendants who are in custody and who will remain in custody for 3 months or longer.
Objective	Identify and engage assess eligible defendants by conducting interviews, assessments and screenings to , identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to begin referrals and reintegration process while still in custody
Outcome Measure	Percent that are placed in housing for those that need it upon release Percent that maintain housing after release
Outcome Measure	Program engagement and completion while in custody
Outcome Measure	Percent that obtain employment upon release within: 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer
Outcome Measure	Percent that obtain medical coverage upon leaving facility Percent that have no gap in medications Percent that have scheduled medical and dental appointments upon release Percent that attend scheduled medical and dental appoints once released
Outcome Measure	Recidivism rates 1 year out 3 years out 5 years out
Progress toward stated goal	*14 clients received reentry services *7 clients participated in a Prerelease Video Conference *An ONA was completed with 6 clients prior to release *A reentry plan was created for 14 clients prior to release *4 clients were picked up at the jail upon release. *14 clients were referred to the Behavioral Health Dept. *7 clients received a an inpatient rehab referral

	<ul style="list-style-type: none"> *6 clients received a housing referral *1 client was placed on Soberlink monitoring *1 client was placed on electronic monitoring *1 client was continued on current medication *5 clients were referred for employment assistance *12 clients were placed on a drug testing program *1 year recidivism rate - 21%
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Integration of Programs

Goal	Expand Pretrial Release Program to integrate Community Justice Court, Day Reporting Center and Bridges Reintegration Program
Objective	Expand eligibility criteria for those eligible for Pretrial Release interviews (i.e. those on probation, at warrant etc.)
Objective	Identify those defendants arrested and eligible for program within 12 hours of arrest
Objective	Identify and engage assess eligible defendants within 12-24 hours of arrest, by conducting interviews, assessments and screenings to identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to be included in recommendations to the Judge for release, Community Justice Court or Day Reporting Center when qualified
Objective	Access to treatment- send referrals for mental health and substance use assessments for those interviewed and identify as having a need for further assessment or request a referral to be made for Day Reporting Center or Community Justice Court
Objective	Increase jail beds (i.e., connect offenders with services, when they qualify, and transition them out of custody to allow a "free bed")
Outcome Measure	Number of interviews, early screening and identification for arrestees that are currently or have previously served in the Military and are suffering from substance use disorders and/or mental illness and may be in need of additional ancillary services in order to abide by any Court orders
Outcome Measure	Improve in-Court appearance rates
Outcome Measure	Number of referrals for mental health and/or substance use assessments that are engaged in services
Outcome Measure	Percent less likely to have bail/OR revoked Percent less likely to offend while on Program Supervision to include Pretrial release, Community Justice Court and Day Reporting Center

Outcome Measure	<p>Number of referrals vs. number of arrestees eligible and interviewed for</p> <ul style="list-style-type: none"> ● Pre-Trial Release Program: <ul style="list-style-type: none"> - Released prior to arraignment - Released at arraignment with PTR conditions - Detained ● Community Justice Court: ● Day Reporting Center
Progress toward stated goal	The Pretrial Release program has been in operation since 2016, the Community Justice Court is operational as of 2020, plans are in place to reopen the Day Reporting Center in 2021.



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

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KRISTINA ROGERS
PARALEGAL

December 8, 2021

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *Plumas County Counsel*

SUBJECT: Adopt Resolution Establishing Application Deadline For the County's Alternative Fire Debris Removal Program for the Dixie Fire and Beckwourth Complex Fire

SUMMARY OF RECOMMENDATION:

The Board of Supervisors adopts the Resolution Establishing Application Deadline for the County's Alternative Fire Debris Removal Program.

BACKGROUND:

The Board of Supervisors adopted Ordinance No. 21-1139 which amended and codified Ordinance No. 21-1136. Under the Plumas County Code section 4-9.208(a), as codified in Ordinance No. 21-1139, the Board of Supervisors may set by Resolution a deadline for filing an acceptable application for the Alternative Program and Private Tree Program. After discussions with County staff, the date of December 21, 2021 was selected.

ACTION:

It is respectfully recommended that the Board adopt the Resolution establishing December 21, 2021 as the deadline for filing applications for the Alternative Program and Private Tree Program.

END OF MEMORANDUM

RESOLUTION 21-

RESOLUTION OF THE COUNTY OF PLUMAS

ESTABLISHING THE APPLICATION DEADLINE FOR THE COUNTY'S ALTERNATIVE FIRE DEBRIS PROGRAM
DIXIE FIRE AND BECKWOURTH COMPLEX ZONE

WHEREAS, on October 28, 2021, the Board of Supervisors adopted Ordinance No. 21-1139 Amending and Codifying Urgency Ordinance 21-1136; and

WHEREAS, Plumas County Code section 4-9.208(a) provides that the Board of Supervisors may set a deadline for the submission of an acceptable application for the Alternative Fire Debris Removal Program and the Private Tree Removal Program; and

WHEREAS, the County's Alternative Fire Debris Removal Program and Private Tree Program and application became available by September 24, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors hereby established December 21, 2021 as the deadline for the submission of acceptable County Alternative Fire Debris Removal Program and Private Tree Removal applications.

PASSED AND ADOPTED by the Plumas County Board of Supervisors this 14th day of December, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jeff Engel, Chair
Board of Supervisors

ATTEST:

Heidi Putnam
Clerk of the Board of Supervisor



Item 4B

Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

Date: December 6, 2021

To: Honorable Board of Supervisors

From: Rob Robinette, Interim Director

Re: Agenda Item for December 14, 2021

Recommendation:

Authorize Environmental Health to recruit and fill:

- 1.0 FTE "Environmental Health Specialist I/II" or "Hazardous Materials Specialist I/II" position.

This vacated position was created by resignation. This position is authorized and funded for FY21-22 as "Environmental Health Specialist I/II or Hazmat Specialist I/II".

Background and Discussion:

A Hazardous Materials Specialist transferred from Environmental Health to another County Department resulting in a reduction of field staff by 25%.

This vacancy leaves only three field inspection staff to accomplish tasks allocated for four staff. In addition, one of these remaining staff members is already serving as interim director. The filling of this vacated position is vital to the function and efficiency of Environmental Health, especially in the area of Hazardous Materials programs.

The operation of Environmental Health at less than 25% staffing level could result in the loss of local control of regulatory programs to Cal EPA and other CA State agencies, and the loss of grant, contract, and sanitation service revenue due to unfulfilled taskings.

Until this position is filled, and the new staff receives sufficient training and obtains the necessary certifications, significant delays in service capacity and response times are anticipated in all Environmental Health program areas.

In order to minimize these impacts, the Board is requested to authorize Environmental Health to recruit and refill this position immediately. A Critical Staffing Questionnaire, Staffing Allocation Report, Departmental Organization Chart, and the Position Descriptions are attached for your review.

This position is funded and allocated in the FY 20-21 budget.

If you have any questions, please do not hesitate to contact me at 283-6593.

Thank you.

Enclosures: Critical Staffing Questionnaire

Allocations Report for FY21-22

Organization Chart

Environmental Health and Hazardous Materials Specialist Position Descriptions

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
ENVIRONMENTAL HEALTH
FISCAL YEAR 2021/2022
December 6, 2021

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

Yes, the requested Environmental Health Specialist or Hazardous Materials Specialist I/II position is critical for workload, customer service, business needs.

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

This vacancy reduces field staff by 25%. Combine this vacancy with the currently vacant department director position, the total staffing level for Environmental Health professional field staff is less than 25%.

This reduced level of staffing severely limits Environmental Health's ability to address land use permit applications, perform water quality and hazardous materials mandates, limits food safety investigations, and will result in significant delays in service capacity and response times in all program areas.

3. How long has this position been vacant?

The resignation was effective in October 2021.

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

No other wages are currently budgeted. One (1) permanent full-time replacement employee is needed.

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

Unknown

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

The winter is the best time for EH to obtain the extensive training needed to obtain program competency prior to performing field duties. The lack of staff to perform in these programs could result in loss of local regulatory control to Cal-EPA and other State agencies.

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

The lack of sufficient staff to work these programs could result in the loss of funding from service fees and grants to include, and not limited to:

- ***Sanitation Services such as: drinking water, swimming pools, store and use hazardous materials, and food service.***
- ***Grants such as: "Childhood Lead Prevention", "Certified Unified Program Agency" (CUPA) [hazmat], and State Local Enforcement Agency (LEA) [solid waste].***

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
ENVIRONMENTAL HEALTH
FISCAL YEAR 2021/2022
December 6, 2021

8. 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?

N/A

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

None known

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

N/A

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

This position is funded and allocated. Funding comes from a variety of sources including fees for services and portions from a variety of small grants for various Environmental Health programs. No change in general fund support for Environmental Health is anticipated for these positions.

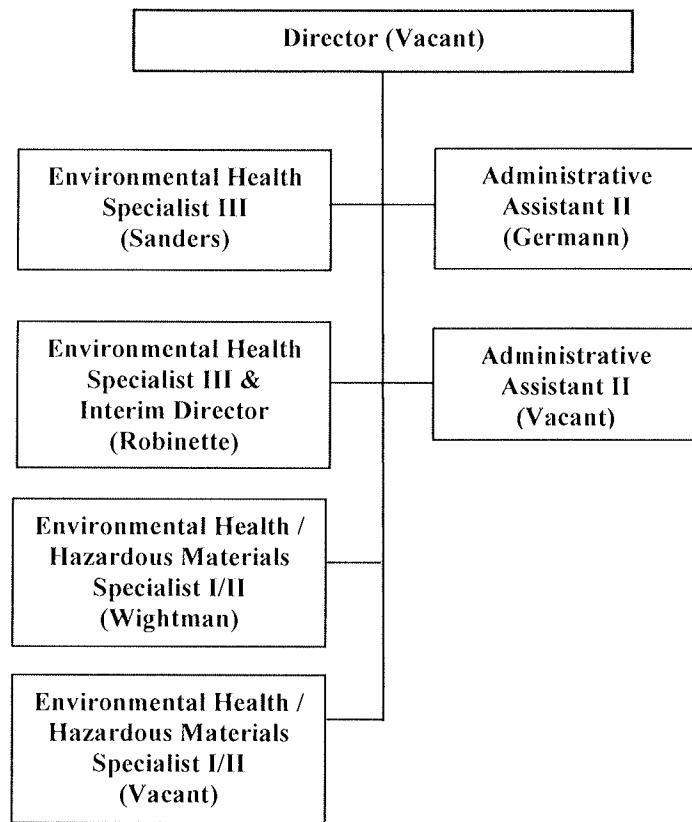
11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

None known

Allocations for FY 2021/2022

HEALTH AND SANITATION				
ENVIRONMENTAL HEALTH	20550			
Environmental Health Director		1.000	1.0 VACANT	
Senior Environmental Health Specialist		0.000		
Environmental Health Specialist I/II/III OR		4.000	1.0 William Sanders - Env. Health Spec. (III)	
Hazardous Materials Specialist I/II/III			1.0 Robert Robinette - Env. Health Spec. (III) (Interim Dir.)	
			1.0 Kathryn Wightman - HMS (I)	
			1.0 VACANT	
Environmental Health Technician I/II		0.000		
Environmental Health Aide		0.000		
Administrative Assistant I/II		2.000	1.0 Shireen Germann (II)	
			1.0 VACANT	
Office Assistant I/II/III		0.000		
		7.000	4.0 filled	3.000

ENVIRONMENTAL HEALTH



HAZARDOUS MATERIALS SPECIALIST I**DEFINITION**

Under supervision, to assist with and learn to conduct inspections and investigations in the enforcement of Federal, State, and County hazardous materials and hazardous waste laws, rules, regulations, and standards; and perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Hazardous Materials Specialist class series. Incumbents receive training in the techniques and procedures essential to conducting inspections and investigations in the enforcement of hazardous waste, hazardous materials and underground storage tank regulations. After incumbents become familiar with the full scope of office and field activities and demonstrate sound work habits, they are eligible for promotion to Hazardous Materials Specialist II.

REPORTS TO

Director of Environmental Health, Environmental Health Specialist III, Hazardous Materials Specialist II.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

HAZARDOUS MATERIALS SPECIALIST I – 2

EXAMPLES OF DUTIES

- Attends training inspections to receive instruction on environmental health and safety and hazardous materials management principles, methods and techniques.
- Conducts periodic inspections and complaint investigations of all types of hazardous waste and hazardous materials facilities including underground storage tanks.
- Conducts plan checks, tank removals and closure inspections and oversees testing of underground storage tanks to ensure compliance with state laws.
- Conducts environmental surveys, field investigations, monitoring programs, data collections, chemical testing, and sampling.
- Collects samples and specimens for laboratory analysis and interprets laboratory findings for corrective actions.
- Prepares inspection reports for the enforcement of public health laws and regulations.
- Develops and recommends procedures for corrective action hazardous waste generators.
- Assists other agencies in the investigation of complaints and suspected violations of hazardous waste, hazardous materials and underground tank laws.
- Gathers evidence of violations and non compliance with public health laws and regulations.
- Assists in preparing court cases by completing inspection reports and attending office hearings.
- May participate in the collection of recyclable wastes from the public and the household hazardous waste collection operation.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in both an indoor and outdoor environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

HAZARDOUS MATERIALS SPECIALIST I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Chemical, biological, physical and environmental sciences.
- Basic principles and practices of environmental health and/of hazardous waste inspection, review, compliance, consultation and enforcement.
- Sampling techniques and standards.
- Computerized Environmental Health database and information systems.
- Principles and practices of quality customer service.

Ability to:

- Assist with and learn to perform a variety of hazardous materials and hazardous waste investigations and inspections.
- Collect, analyze, and interpret environmental data, reaching valid conclusions.
- Read, interpret and apply policies, regulations and procedures regarding environmental health inspections and compliance.
- Prepare a variety of technical reports.
- Provide instruction, guidance, and consultation in correction of hazardous materials and hazardous waste problems and conditions.
- Operate a variety of office equipment and computers in the performance of assigned duties.
- Effectively represent Environmental Health in contacts with the public, and other agencies.
- Establish and maintain effective working relationships.

HAZARDOUS MATERIALS SPECIALIST I - 4

Training and Experience

Qualifications needed for this position:

Equivalent to graduation from a four (4) year college or university with a major on biology, chemistry, physics, environmental science, toxicology, hazardous materials management, fire science or a closely related field.

Some previous experience performing or assisting with environmental health of hazardous materials investigations and inspections is highly desirable.

Special Requirements:

Possession of current HAZWOPER certification, or state approved alternative hazardous materials certification, is highly desirable and required with 6 months of employment.

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

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

HAZARDOUS MATERIALS SPECIALIST II

DEFINITION

Under general direction, conduct inspections and investigations in the enforcement of Federal, State, and County hazardous materials and hazardous waste laws, rules, regulations, and standards; provides training for other staff and perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the fully experienced journey level in the Hazardous Materials Specialist class series. Incumbents in this class conduct routine to complex independent inspections in the hazardous material, hazardous waste and underground storage tank program areas.

REPORTS TO

Director of Environmental Health, Environmental Health Specialist III

CLASSIFICATIONS DIRECTLY SUPERVISED

Provides lead direction and training for Hazardous Materials Specialist I

HAZARDOUS MATERIALS SPECIALIST II – 2

EXAMPLES OF DUTIES

- Conducts periodic inspections and complaint investigations of all types of hazardous waste and hazardous materials facilities including underground storage tanks.
- Conducts plan checks, tank removals and closure inspections and oversees testing of underground storage tanks to ensure compliance with state laws.
- Conducts environmental surveys, field investigations, monitoring programs, data collections, chemical testing, and sampling.
- Collects samples and specimens for laboratory analysis and interprets laboratory findings for corrective actions.
- Prepares inspection reports for the enforcement of public health laws and regulations.
- Performs hazardous materials mitigation or categorization evaluations in the field.
- Prepares environmental recommendations and technical reports and conducts special hazardous waste or hazardous materials management projects including storage tank release cleanups.
- Makes joint inspections with federal, state and local agencies as required.
- Assists in field supervision of hazardous substance releases during emergency or disaster situations under the authority of the Health Officer.
- Analyzes proposed or existing legislation to determine impact on hazardous materials operations.
- Participates in the development and implementation of staff development and training programs gathers evidence of violations and non-compliance with hazardous materials and hazardous waste laws and regulations.
- Issues warnings and citations for infraction violations, preparing reports and evidence, testifies in court as the investigation officer or supporting witness.
- Makes presentations to the public or business groups.
- May participate in the collection of recyclable wastes from the public or oversee the household hazardous waste collection operation.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in both an indoor and outdoor environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

HAZARDOUS MATERIALS SPECIALIST II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles of hazardous materials management.
- Laws, rules, regulations, requirements, and procedures governing environmental health, hazardous materials, and hazardous wastes.
- Chemical, biological, physical and environmental sciences.
- Principles and practices of environmental health and/of hazardous waste inspection, review, compliance, consultation and enforcement.
- Sampling techniques and standards.
- Functions and operations of related local, state and federal agencies and community organization.
- Computerized Environmental Health database and information systems.
- Principles and practices of quality customer service.

Ability to:

- Perform hazardous materials and hazardous waste investigations and inspections with minimal guidance and supervision.
- Perform special assignments and projects.
- Provide training for other staff.
- Collect, analyze, and interpret environmental data, reaching valid conclusions.
- Read, interpret and apply policies, regulations and procedures regarding environmental health inspections and compliance.
- Prepare a variety of technical reports.
- Provide instruction, guidance, and consultation in correction of hazardous materials and hazardous waste problems and conditions.
- Operate a variety of office equipment and computers in the performance of environmental health inspections and investigations.
- Effectively represent Environmental Health in contacts with the public, and other agencies.
- Establish and maintain effective working relationships.

HAZARDOUS MATERIALS SPECIALIST II - 4

Training and Experience

Qualifications needed for this position:

Twelve (12) months of experience performing a variety of hazardous materials and hazardous waste investigations and inspections equivalent to Hazardous Materials Specialist I with Plumas County.

Equivalent to graduation from a four (4) year college or university with a major on biology, chemistry, physics, environmental science, toxicology, hazardous materials management, fire science or a closely related field.

Special Requirements: Possession of current HAZWOPER certification, or advanced state-approved hazardous materials certification.

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

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

ENVIRONMENTAL HEALTH SPECIALIST I**DEFINITION**

Under supervision, assists with and learns to conduct sanitary inspections and investigations in the enforcement of Federal, State, County, and local environmental health, safety, and hazardous materials laws, rules, regulations, and standards; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Environmental Health Specialist class series. Incumbents in this class are Environmental Health Specialist Trainees and learn to conduct a broad array of education, inspection and enforcement activities in all environmental health program areas. Incumbents must be eligible to obtain State Registration as an Environmental Health Specialist within 18 months of initial employment. After attaining registration, meeting the experience requirement and demonstrating sound work habits, they are eligible for promotion to Environmental Health Specialist II.

REPORTS TO

Director of Environmental Health

CLASSIFICATIONS DIRECTLY SUPERVISED

None

ENVIRONMENTAL HEALTH SPECIALIST I – 2

EXAMPLES OF DUTIES

- The Environmental Health Specialist I position is designed to enable incumbents to be trained and qualify for state registration while working under close supervision.
- The incumbent assists with and learns to conduct investigations and tasks in all environmental health program areas including: food and consumer protection, sewage disposal and liquid waste management, housing and institutions, land use, recreational health, water supply protection, solid waste management, public nuisances, hazardous materials management, underground storage tanks, vector and rabies control.
- Typical duties may include; performs food facility inspections.
- Conducts investigations of public or private sanitation-related nuisances or complaints.
- Makes inspections of public and private recreational facilities and swimming pools.
- Makes housing inspections to determine health and safety compliance with appropriate laws and standards.
- Takes water, sewage, soil, and waste samples and interprets data.
- Explains environmental health laws and regulations to the public.
- Reviews plans for new subdivisions and recommends suitable water and sewage installations.
- Reviews and recommends changes in building plans to comply with Environmental Health regulations and standards.
- Conducts on-site evaluations of sewage disposal systems.
- Conducts hazardous materials storage, treatment, disposal, reduction, and reuse inspections.
- Works with various environmental health committees.
- Makes abatement recommendations and instructs communities in control methods.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

ENVIRONMENTAL HEALTH SPECIALIST I – 3

TYPICAL WORKING CONDITIONS

Work is usually performed in both an indoor and outdoor environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Chemical, biological, physical, and environmental sciences.
- Basic principles and practices of environmental health and hazardous waste inspection, review, compliance, consultation and enforcement.
- Sampling techniques and standards.
- Computerized Environmental Health database and information systems.
- Principles and practices of quality customer service.

Ability to:

- Assist with and learn to perform a variety of environmental health and hazardous waste investigations and inspections.
- Collect, analyze, and interpret environmental data, reaching valid conclusions.
- Read, interpret and apply policies, regulations, and procedures regarding environmental health inspections and compliance.
- Prepare a variety of technical reports.
- Provide instruction, guidance, and consultation in correction of environmental health problems and unsanitary conditions.
- Operate a variety of office equipment and computers in the performance of environmental health inspections and investigations.
- Effectively represent Environmental Health in contacts with the public, and other agencies.
- Establish and maintain effective working relationships.

ENVIRONMENTAL HEALTH SPECIALIST I – 4

Training and Experience:

Qualifications needed for this position:

Equivalent to graduation from a four (4) year college or university with a major in biology, chemistry, physics, environmental science, or a closely related field.

Some previous experience performing or assisting with environmental investigations and inspections is highly desirable.

Special Requirements: Possession of valid letter of eligibility for employment as an Environmental Health Trainee from the State Department of Health Services.

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

Some positions may require special training and/or certification as necessary for the area of assignment.

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

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

ENVIRONMENTAL HEALTH SPECIALIST II**DEFINITION**

Under general direction, conducts routine sanitary inspections and investigations in the enforcement of Federal, State, County, and local environmental health, safety, and hazardous materials laws, rules, regulations, and standards; provides training for other staff; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the fully experienced journey level in the Environmental Health Specialist class series. Incumbents in this class are registered Environmental Health Specialists and conduct a broad array of education, inspection and enforcement activities in all environmental health program areas.

REPORTS TO

Director of Environmental Health

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide training for other staff, as necessary.

ENVIRONMENTAL HEALTH SPECIALIST II – 2

EXAMPLES OF DUTIES

- The Environmental Health Specialist II performs a broad array of environmental health program activities.
- The incumbent conducts routine inspections to secure compliance with Federal, State, and local sanitation laws and regulations in all environmental health program areas including: food and consumer protection, sewage disposal and liquid waste management, housing and institutions, land use, recreational health, water supply protection, solid waste management, public nuisances, hazardous materials management, underground storage tanks, vector and rabies control.
- Typical duties may include:
- Performs food facility inspections and advises food handlers and restaurant operators on correct methods of sanitation protection.
- Conducts investigations of public or private sanitation-related nuisances or complaints.
- Makes inspections of public recreational facilities and swimming pools.
- Makes housing inspections to determine health and safety compliance with appropriate laws and standards.
- Takes water, sewage, soil, and waste samples and interprets data.
- Interprets environmental health laws and regulations for the public.
- Reviews plans for new subdivisions and recommends suitable water and sewage installations.
- Reviews and approves development and construction plans for compliance with Environmental Health regulations and standards.
- Conducts on-site evaluations of sewage disposal systems.
- Conducts studies and evaluates information regarding hazardous materials storage, treatment, disposal, reduction, and reuse.
- Completes reports of findings.
- Initiates legal actions resulting from non-compliance by issuing a notice to appear in court, filing a criminal complaint, or scheduling an administrative hearing.
- Works with various environmental health committees.
- Assists with the development of Environmental Health policies and ordinances.
- Makes abatement recommendations and instructs communities in proper control methods.
- Participates in and conducts training of staff.
- Prepares and submits complex studies and reports.
- Conducts educational meetings with the public.
- Testifies in court as expert witness.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

ENVIRONMENTAL HEALTH SPECIALIST II – 3

TYPICAL WORKING CONDITIONS

Work is usually performed in both an indoor and outdoor environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Laws, rules, regulations, requirements, and procedures governing environmental health, sanitation, and hazardous wastes.
- Chemical, biological, physical, and environmental sciences.
- Principles and practices of environmental health and hazardous waste inspection, review, compliance, consultation and enforcement.
- Methods and procedures for inspecting and correcting unsanitary conditions.
- Sampling techniques and standards.
- Functions and operations of related local, State, and Federal agencies and community organization.
- Computerized Environmental Health database and information systems.
- Principles and practices of quality customer service.

Ability to:

- Perform a variety of environmental health and hazardous waste investigations and inspections with minimal guidance and supervision.
- Perform special assignments and projects.
- Provide training for other staff.
- Collect, analyze, and interpret environmental data, reaching valid conclusions.
- Read, interpret and apply policies, regulations, and procedures regarding environmental health inspections and compliance.
- Prepare a variety of technical reports.
- Provide instruction, guidance, and consultation in correction of environmental health problems and unsanitary conditions.
- Operate a variety of office equipment and computers in the performance of environmental health inspections and investigations.
- Effectively represent Environmental Health in contacts with the public, and other agencies.
- Establish and maintain effective working relationships.

ENVIRONMENTAL HEALTH SPECIALIST II – 4

Training and Experience:

Qualification needed for this position:

Eighteen (18) months of experience performing a variety of environmental health investigations and inspections equivalent of Environmental Health Specialist I with Plumas County.

Equivalent to graduation from a four (4) year college or university with a major in biology, chemistry, physics, environmental science, or a closely related field.

Special Requirements: Possession of valid Environmental Health registration issued by the State Department of Health Services.

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

Some positions may require special training and/or certification as necessary for the area of assignment.

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

Item 4D

ENGINEERING DEPARTMENT

555 Main Street • Quincy, CA 95971 • (530) 283-6268 • Fax (530) 283-6323



John Mannie, P.E.
Plumas County Engineer

AGENDA REQUEST

for the December 14, 2021 Meeting of the Plumas County Board of Supervisors

Date: December 2, 2021

To: Honorable Board of Supervisors

From: John Mannie, Director of Public Works

Subject: Acceptance of "Eureka Heights Subdivision, A Subdivision and Planned Development, Designated Remainder Final Map."

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

BACKGROUND:

On January 29, 2020, the Plumas County Planning Department recorded a Certificate of Compliance: Land Division (Document 2020-0000427) with the Plumas County Clerk Recorders Office. Conditions included the applicant to design and construct improvements to the subject property to the satisfaction of the County Engineer. Those improvements were also required to be depicted on a Final Map, which, per condition number one, "...shall be prepared and submitted to the Plumas County Engineering Department for review and recordation."

February 24, 2020, "Eureka Heights Subdivision, Unit 1 Designated Remainder, Turnaround Improvement Plans" (Imp. Plans) and "Eureka Heights Subdivision, A Subdivision and Planned Development, Designated Remainder Final Map" (Final Map) were submitted to the Plumas County Engineering Department for review. The Improvement Plans was examined by the Plumas County Engineering Department for compliance with County Code and local ordinances applicable at the time of approval by the Plumas County Zoning Administrator of Certificate of Compliance. The Plumas County Zoning Administrator of Certificate of Compliance examined the Final Map for compliance with all provisions of the Subdivision Map Act and local ordinances applicable at the time of approval.

On March 4, 2020, the Plumas County Environmental Health Department completed their review and issued a letter of approval for the Final Map.

On October 29, 2020, the Improvement Plans were "Approved for Construction" by the County Engineer. On October 29, 2021, the County Engineer accepted the improvements and Bastian Engineering's "Substantial Completion" Letter, dated October 4, 2021.

Draft by EH 211102

C:\Users\ehasse\Desktop\EV\AN - Eng Projects\2 - ENGIN DEPT PROJECTS\24 - Certificate of Compliance\200224_Eureka Heights Subd Unit No. 1 - COC - Bastian\BOSVAR - Dec 7.doe

On November 29, 2021, the Contract County Surveyor completed his examination and approved the Final Map by signing the cover page of the map.

On December 2, 2021, the Plumas County Tax Collector certified, by signing the cover page of the Final Map, that there are no tax liens against the lots shown on said map.

The roadways and improvements shown by the Imp. Plans are private easements. No County responsibilities are created, or assumed by accepting the Final Map. Maintenance is required and referenced in the a Declaration of Restrictions and Road Maintenance Agreement recorded in Document 2010-0008294 of Plumas County Official Records.

FISCAL IMPACT:

No fiscal impact, fees were collected per Department Fee schedule at time of submittal of both the Imp. Plans and Final Map to cover staff time.

RECOMMENDATION:

The County Engineer respectfully recommends that the Plumas County Board of Supervisors adopt a motion to approve the “Eureka Heights Subdivision, A Subdivision and Planned Development, Designated Remainder Final Map.”

Attachment(s): Plumas County Official Records Doc. 2020-0000427

“Eureka Heights Subdivision, A Subdivision and Planned Development,
Designated Remainder Final Map”



2020-0000427

Recorded Official Records County of Plumas KATHY WILLIAMS Clerk-Recorder	REC FEE AFF HOUSE&JOB 75.00	25.00
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WHEN RECORDED RETURN TO:
Plumas County Planning Department
555 Main Street, Quincy, CA 95971

09:40AM 29-Jan-2020

SC
Page 1 of 3

**CERTIFICATE OF COMPLIANCE
LAND DIVISION**
(Government Code Section 66499.35)

OWNER: Sierra Mountain Mortgage, Inc., a California Corporation, as to an undivided 5.3333% interest, Gary M. Caselli and Bernice L. Caselli as Trustees of The Gary M. Caselli and Bernice L. Caselli Revocable Intervivos Trust, as to an undivided 16.6667% interest, Nancy R. Davis, Trustee of the Nancy R. Davis Defined Benefit Plan, as to an undivided 16.6667% interest, Glenn R. Jobe and Edith T. Jobe, husband and wife, as joint tenants, as to an undivided 10.8333% interest, George A. Wertheim, Trustee of the George A. Wertheim Revocable Trust of 2003 dated December 11, 2003, as to an undivided 12.500% interest, Lesley Jeanne Mirehouse, Trustee of the Lesley J. Mirehouse Separate Property Trust, as to an undivided 17.6667% interest, Juan V. Gonzalez and Maria S. Gonzalez, husband and wife as joint tenants, as to an undivided 10.0000% interest, and Richard A. Alameda and L. Andrea Alameda, Trustees of the Alameda Family Trust dated June 2, 1995, as to an undivided 10.3333% interest

REAL PROPERTY: Described in Exhibit "A".

Tracey Ferguson, Zoning Administrator, acting pursuant to Section 66499.35 of the Government Code and Resolution 84-3741, hereby certifies:

1. That the real property or the division thereof described herein, as conditioned below, does comply with the applicable provisions of the Subdivision Map Act and local ordinances and resolutions enacted pursuant thereto; and
2. That the recordation of this Certificate of Compliance is pursuant to the authority vested in the Zoning Administrator by the Subdivision Ordinance of the County of Plumas (Resolution No. 84-3741).
3. That the recordation of this Certificate of Compliance relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcels described within the Certificate of Compliance may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of this parcel will require issuance of a permit or permits, or other grant or grants of approval, as conditioned below.
4. That the recordation of this Certificate of Compliance has been duly authorized and approved by the Zoning Administrator of the County of Plumas, subject to the following:

CONDITIONS:

The following conditions apply to the designated remainder on the Final Map for the project recorded at Book 10 of Maps at pages 115-118 with the County Recorder's office on December 28, 2010.

1. A Final Map, showing the parcel as a separate legal parcel, shall be prepared and submitted to the Plumas County Engineering Department for review and recordation.
2. A preliminary title report shall be submitted concurrently with the Final Map and all easements and restrictions listed in the preliminary title report shall be shown on the Final Map.
3. All improvements within the "Designated Remainder" shall be shown on the Final Map to the satisfaction of the County Engineer.
4. Prior to recordation of the Final Map, an Additional Information Map shall be submitted to the Engineering Department and reviewed and approved by the Environmental Health Department that complies with Plumas County Code, Title 6, Chapter 6 for sewage disposal, and with Title 6, Chapter 9 for water supply.
5. The Final Map shall show the 150' wide building exclusion corridor along State Highway 89 to serve as a permanent scenic easement. The building exclusion area shall be measured from the centerline of the highway as 75 feet.
6. A cul-de-sac shall be shown on the "Designated Remainder" on the Final Map.
7. Improvement plans for the cul-de-sac shall be submitted to the Engineering Department.
8. The following condition shall be noted on the Additional Information Map:

Prior to final inspection for building construction, 2,500 gallons of water for emergency fire protection shall be provided per dwelling unit in conformance with Plumas County Code Section 9-4.1002.

DATE OF ISSUANCE: 1/29/2020 Tracey Ferguson
TRACEY FERGUSON
PLUMAS COUNTY ZONING ADMINISTRATOR

State of California
County of Plumas

On 1/29/2020 before me Re Cliff personally appeared Tracey Ferguson, Zoning Administrator, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

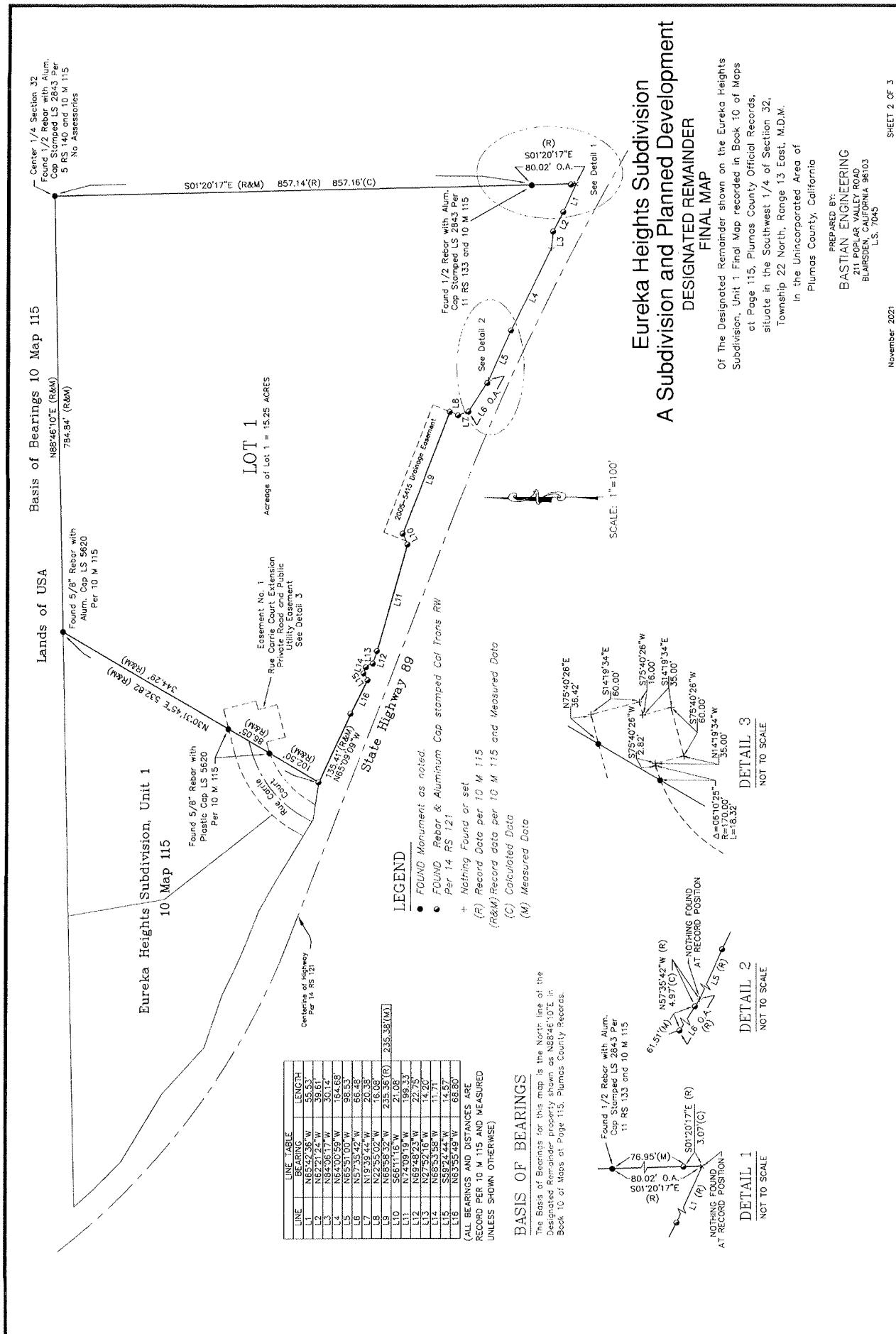
Signature Re Cliff
(Seal)

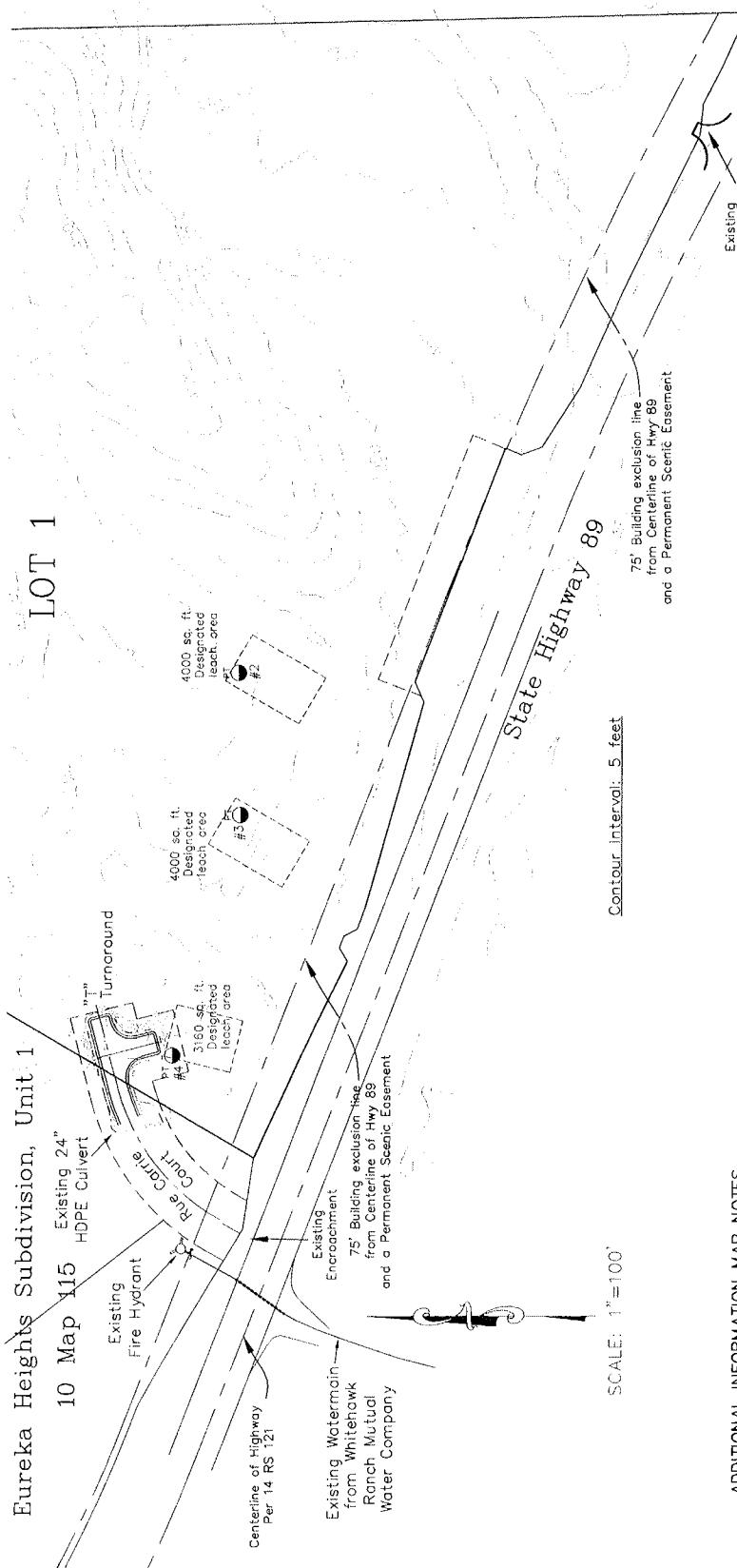


EXHIBIT "A"

The land referred to herein is situated in the State of California, County of Plumas, in an unincorporated area, and described as follows:

THAT CERTAIN PARCEL SHOWN AS DESIGNATED REMAINDER ON THAT CERTAIN MAP ENTITLED "EUREKA HEIGHTS SUBDIVISION, UNIT 1" FILED DECEMBER 28, 2010 IN THE OFFICE OF THE PLUMAS COUNTY RECORDER IN BOOK 10 OF MAPS, PAGES 115 THROUGH 118.





Eureka Heights Subdivision, Unit 1

10 Map 115 Existing 24"

HDPE Culvert

LOT 1

SCALE: 1" = 100'

Contour interval: 5 feet

ADDITIONAL INFORMATION MAP NOTES

The additional information shown herein is for informational purposes, describing conditions as of the date of filing and is not intended to affect record title interest.

The additional information shown herein is derived from public records or reports and does not imply the correctness nor sufficiency of those records or reports by the preparer.

Designated leachfield areas may be relocated, and/or modified with specific approval by Environmental Health.

Environmental Health has no information on the quality or quantity of water that could be expected from water supply wells installed on this parcel.

Any proposed land division would require compliance with PPC, Title 6, Chapter 11.

Prior to final inspection for building construction, 2,500 gallons of water for emergency fire protection shall be provided per dwelling unit in conformance with Plumas County Code Section 9-4.1002.

ADDITIONAL INFORMATION MAP

Eureka Heights Subdivision A Subdivision and Planned Development

DESIGNATED REMAINDER FINAL MAP

Of The Designated Remaider shown on the Eureka Heights Subdivision, Unit 1 Final Map recorded in Book 10 of Maps of Page 115, Plumas County Official Records, situated in the Southwest 1/4 of Section 32, Township 22 North, Range 13 East, M.D.M. In the Unincorporated Area of Plumas County, California

PREPARED BY:
BASTIAN ENGINEERING
211 POPOAR VALLEY ROAD
BLAISSEN, CALIFORNIA 95903
L.S. 7045

November 2021

SHEET 3 OF 3



BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

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

MEETING DATE: December 14, 2021

SUBJECT: **RESOLUTION AUTHORIZING THE PLANNING DIRECTOR TO SIGN THE APPLICATION REPORT AND OTHER REQUIRED DOCUMENTS CONCERNING THE OPEN SPACE SUBVENTION ACT**

STAFF RECOMMENDATION:

Pass and adopt Resolution authorizing the Planning Director to sign the annual application report and other required documents concerning the Open Space Subvention Act.

BACKGROUND

California Government Code Section 16144 requires the governing body of each county to annually report to the Secretary of the Resources Agency on the number of acres of land under its regulatory jurisdiction which qualify for Open Space Subvention Act funds. The reporting must be completed using the application report provided by the State and must be signed by an authorized representative of the county.

California Code of Regulations Section 14111 requires a resolution of authorization to designate an authorized representative to sign said application report and other required documents filed with the Secretary of the Resources Agency concerning the Open Space Subvention Act. The Secretary of the Resources Agency requires the resolution of authorization to be submitted with the annual application report.

DISCUSSION:

Before the County of Plumas can submit the required annual application report for 2021—compliant with California Government Code Section 16144—the requirement of California Code of Regulations Section 14111 must be fulfilled by designating an authorized representative to sign the application report and other required documents by resolution.

The Resolution is approved as to form by County Counsel (Attachment 1) and the action by the Board of Supervisors will formally authorize the Planning Director to sign the application report and other required documents.

ATTACHMENTS:

1. Board of Supervisors Resolution

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF PLUMAS
AUTHORIZING THE PLANNING DIRECTOR TO SIGN THE APPLICATION
REPORT AND OTHER REQUIRED DOCUMENTS CONCERNING
THE OPEN SPACE SUBVENTION ACT**

WHEREAS, California Government Code Section 16144 requires the governing body of each county to annually report to the Secretary of the Resources Agency on the number of acres of land under its regulatory jurisdiction which qualify for Open Space Subvention Act funds; and

WHEREAS, the County of Plumas, State of California, desires to make the annual application report under the Open Space Subvention Act; and

WHEREAS, California Code of Regulations Section 14111 requires a resolution of authorization to designate an authorized representative to sign said application reports and other required documents filed with the Secretary of the Resources Agency concerning the Open Space Subvention Act.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors, County of Plumas, State of California, does hereby resolve and authorize the County of Plumas to file an application report and other required documents for participation in the Open Space Subvention Act and does hereby authorize the Planning Director to sign all annual application reports and other required documents concerning the Open Space Subvention Act.

PASSED AND ADOPTED December 14, 2021, by the Board of Supervisors of the County of Plumas by the following vote:

AYES:

NOES:

ABSENT:

Jeff Engel, Chair
Board of Supervisors

ATTEST:

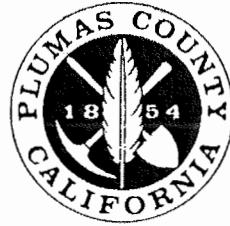
Heidi Putnam
Clerk of said Board of Supervisors

Item 4F



County of Plumas Department of Probation

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



Keevin Allred
Chief Probation Officer

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

DATE: December 6, 2021
TO: The Honorable Board of Supervisors
FROM: Keevin Allred, Chief Probation Officer 
SUBJECT: Authorize the Probation Department to fill allocated and funded 1.0 FTE Deputy Probation Officer position, funded entirely via grants.

Recommendation:

Approve the recruitment and filling of 1.0 FTE Deputy Probation Officer position. This Deputy Probation Officer position is funded 90% out of AB109, and 10% out of SB678 in the approved FY21-22 budget.

Background:

On November 29, 2021, this FTE Deputy Probation Officer position became vacant due to resignation. This position is responsible for maintaining a caseload dealing with the investigation, assessment, and management of adult cases to which their supervisor assigns and monitors for compliance with Probation conditions, guidance, and accountability.

This position is critical to Probation's obligation to protect our community, reduce recidivism, restore victims and promote healthy families.

This position is allocated and funded via AB109 (20418) and SB678 (20409) at 90%/10% respectively in the 2021-2022 Approved Budget.

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

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
 - Yes, the Deputy Probation Officer I/II position is a legitimate business need.
- Why is it critical that this position be filled at this time?
 - The main function of this position is to cover a wide range of duties, including community supervision and preparing reports for the Court. In order to fulfill the Department's goals and mission, caseloads and workloads must be maintained at appropriate levels.
- How long has the position been vacant?
 - This position was vacated on November 29th, 2021 by resignation.
- Can the department use other wages until the next budget cycle?
 - Other wages are not suitable in recruiting, hiring, and retaining Deputy Probation Officers, and are therefore not an option. The job requires specific education and experience. A permanent employee in this position is important.
- What are staffing levels at other counties for similar departments and/or positions?
 - Other county Probation Departments of similar size use a comparable number of Deputy Probation Officers.
- What core function will be impacted without filling the position prior to July 1?
 - Timely flow and completion of court related documents and assessments would be impacted. Effective community supervision would be impacted.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
 - There would not be a negative fiscal impact to the County.
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?
 - The Probation Department is a general fund department.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

- The Probation Department does not expect unbudgeted audit exceptions that will affect the general fund.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
 - The Probation Department is not requesting elimination of any positions.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
 - This position is entirely funded via grant funding, namely AB109 and SB678. While both are technically unstable funding sources, the ratio can be adjusted accordingly.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
 - The position is borne via grant funding, 90% funded out of AB109, and 10% funded out of SB678. AB109's reserve is utilized in the event of reduced funding for all agencies participating in the CCP, which would leave it largely unable to support this position for a great deal of time should funding cease. It would likely fall back onto SB678, which is currently sitting at a little over a year's worth of reserve funds for FY21-22. In the last three years, AB109 reserve amounts have steadily declined over the last three years as CCP budgets have grown, but are projected to remain steady this year due to an unexpected increase in funding for Fiscal Year 21-22. SB678 reserves have grown over the last three years due to the pandemic resulting in a dramatic decrease of in person services, out of county travel, and employee turnover.

DEPUTY PROBATION OFFICER I

DEFINITION

Under general supervision, to investigate, assess and manage cases involving adult or juvenile offenders; to supervise a caseload of assigned probationers and monitor compliance with Probation conditions of adult or juvenile offenders through supervision, guidance and accountability; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry/training level class for the Probation Officer class series. Incumbents work under relatively close supervision, performing the most basic assignments. As experience is gained, incumbents perform more independent duties in Intake, Supervision, and Placement Programs.

REPORTS TO

Supervising Probation Officer, Chief Probation Officer

CLASSIFICATIONS SUPERVISED

None

DEPUTY PROBATION OFFICER I - 2

EXAMPLES OF DUTIES

- Receives adult and juvenile cases assigned by supervisor.
- Conducts an inquiry into the nature of the reported offense or conduct of the client and the circumstances surrounding it.
- Interviews clients regarding the charges against them and develops family history and background information.
- Interviews client's families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Talks to the referring law enforcement officer about the case.
- Prepares and submits a court report outlining pertinent information and recommending a course of action.
- Presents the report in court and answers the judge's questions concerning the case.
- May transport juveniles to/from court.
- Reviews the case files.
- Develop a plan for making regular contacts with the probationer and provide counsel, guidance, and support.
- Arranges for restitution payments to be made.
- Checks with others who are aware of probationer's activities.
- Monitors behavior to determine compliance with conditions of probation.
- Records contacts in the field book/case file.
- Reviews progress in the case with supervisor.
- Juvenile P.O. shall serve as on-call officer for juvenile problems during non-business hours.
- Adult P.O. may be asked to fulfill this duty as backup for juvenile division.
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Does crisis intervention as required.
- Conducts search and seizure of person, property and vehicles.
- May advise clients of available community resources.
- May be assigned to supervise Intensive Drug cases.
- Cooperates with State and local welfare, mental health, and law enforcement agencies in cases of mutual interest.
- Attend training programs yearly.
- Respond to citizen complaints and information requests.

DEPUTY PROBATION OFFICER I - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Federal and State laws relating to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Proficient writing techniques.

Ability to

- Learn the principles of adult and juvenile probation work and of related court procedures.
- Learn the provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Operate various office equipment including computer
- Make oral presentations and training before groups.
- Recognize health and behavior problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds
- Effectively represent the Probation Department in contacts with the public and other County and law enforcement agencies.
- Exercise sound independent judgment within general policy and guidelines.
- Prepare, review, and analyze data.

DEPUTY PROBATION OFFICER I - 4

Training and Experience:

Qualifications needed for this position:

Graduation from college with a Bachelor's degree in criminology, sociology, psychology, social work or closely related field. Some previous work experience in a probation related field is highly desirable.

OR

An Associate degree from an accredited college or university in criminal justice, behavioral science, or a related field, and two (2) years of related experience, including two (2) years as a Probation Assistant in the Plumas County Probation Department.

Substitution: A combination of related education, training, and experience performing duties such as custodial care, treatment counseling, probation, parole, corrections, criminal investigation, or other related law enforcement or counseling work may be substituted for the education at a rate of one (1) year of experience for each year of education requirement.

Licenses and Certifications:

- Penal Code 832 requirements regarding arrest, search, and seizure within one year of employment.
- Ability to successfully complete 200 hours of instruction in the Basic Probation Course as certified by the Board of Corrections Certificate for Deputy Probation Officer Core Training within one year of employment. Evidence of continued compliance with annual training requirements.
- Possession of CPR /First Aid Certificate
- Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.
- Ability to qualify for training and background which will meet the requirements of California Government Code Sections 1029 and 1031. Individuals with a felony conviction may not apply for positions as peace officers.
- Must be able to meet physical and psychological standards and pass a detailed background investigation.

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

DEPUTY PROBATION OFFICER II

DEFINITION

Under direction, to investigate, assess and manage cases involving adult or juvenile offenders; to supervise a caseloads of assigned probationers and monitor compliance with probation conditions; promote rehabilitation of adult or juvenile offenders through supervision, guidance and accountability ; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the journey level class for the Probation Officer series. The assigned duties are more technical and complex than those assigned to the Deputy Probation Officer I. Duties are performed with minimal guidance and supervision.

REPORTS TO

Supervising Probation Officer, Chief Probation Officer

CLASSIFICATIONS SUPERVISED

None.

DEPUTY PROBATION OFFICER II - 2

EXAMPLES OF DUTIES

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

DEPUTY PROBATION OFFICER II - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

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

Ability to

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

DEPUTY PROBATION OFFICER II - 4

Training and Experience:

One (1) year of professional probation work experience comparable to that of a Deputy Probation Officer I with Plumas County.

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

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

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

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

Possession of CPR /First Aid Certificate.

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



Chief Probation Officer
Kevin Allred

Management Analyst
Christina Baggott

Department Fiscal Officer
Miguel Herrera

Administrative Assistant
Karen Shaver

Office Assistant
Katherine McQuade

Supervising Probation Officer
Doris McMahon

Adult Services

Deputy Probation Officer II
Phillips Rader

Deputy Probation Officer
VACANT

Deputy Probation Officer
VACANT

Deputy Probation Officer
VACANT

Deputy Probation Officer
VACANT

Juvenile Services

Probation Assistant
Kimberly Olschowka

Probation Assistant
Olivia Denison

Probation Assistant
Mark Mah

Deputy Probation Officer III
Sarah McFadden

Deputy Probation Officer I
Joseph Lee

Probation Assistant
VACANT

Planning & Building Services**Code Enforcement Office**

555 Main Street, Quincy, CA 95971

(530) 283-7002

Item 5A**Case Summary****Location of Violation:** 125 Black Tail Ridge, Portola**Case No:** 20-0026**APN:** 028-030-023-000**Property Owner Name:** Rose Mary Johnson**Date:** Thursday, December 2, 2021**Reporting Officer:** Jennifer Langston CCEO #C45666093

Narrative: On July 27, 2020, the office of Code Enforcement received a signed Investigative Service Request Form (Complaint Form) for 125 Black Tail Ridge Road, Portola, CA. The complaint form reported concerns of an unsafe dwelling, dangerous building, and zoning or planning violations. The complaint described a construction site abandoned for approximately 10 years and is now in disrepair.

I conducted a permit history on the above property.

Permit # 06-457 for a 2 story dwelling, garage and porch, issued on May 15, 2006, Expired May 15, 2016.

Last inspection on file: on May 27, 2009, for rough electrical, plumbing, mechanical or framing.

Request for extension and approved for permit #06-457 for 6/13/2009, 6/14/2010, 6/6/2011, 6/12/2012 & 7/26/2014.

After a drive-by inspection, it appeared housewrap was exposed and siding was missing from parts of the garage and dwelling. With this type of unfinished construction, the structures can be vulnerable to the elements and may lead to mold, rot, vermin, and is an attractive nuisance. A Notice of Non-Compliance was sent on August 18, 2020, for Plumas County Code 8-2.01; Adoption of the Uniform Code for the Abatement of Dangerous Buildings Section 302. See attached Notice of Non-Compliance for violations.

Ardell Johnson contacted Code Enforcement on August 25, 2020, and it was agreed upon that a site inspection was needed and scheduled for September 2, 2020.

I, as the Code Enforcement Officer, Chuck White, the Building Official, and Ardell Johnson as the point of contact for the said property, conducted a site inspection to include the outside and inside of all structures on the property. It was concluded that the dwelling and garage were

Signature:

A handwritten signature in blue ink, appearing to read "CHUCK WHITE".

Date:

12/2/21

**Planning & Building Services
Code Enforcement Office**

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



both lacking weather protection since the siding of the house had not been finished, which left house wrap inadequately installed.

I instructed Mr. Johnson to complete the siding on both the dwelling and garage.

On December 8, 2020, Code Enforcement received a call from Mr. Johnson who explained that due to the wildfires, he has not been able to correct the violations. I gave him another 30 days to show progress in finishing the siding since the wildfires did not have a direct impact on that property's location.

On September 28, 2021, at approximately 0655 hours, I conducted a drive-by inspection of 125 Black Tail Ridge in Portola. From the Black Tail Ridge roadway, I observed exposed house wrap on multiple sides of the structure and incomplete installation of siding.

It was determined by Code Enforcement that there have been no improvements as of September 28, 2021, to the structures since this case was reported to Code Enforcement 13 months ago.

The property has not been corrected and remains in violation for the following:

Plumas County Code 8-2.01 Adoption of Uniform Code for the Abatement of Dangerous Buildings

Uniform Code for Abatement of Dangerous Building Section 302- Dangerous Buildings

(18) Whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public

17920.3 H&S (g)(2) & (g)(3) Faulty weather protection

Signature:

A handwritten signature in blue ink, appearing to read "J. H. S.", is written over a horizontal line.

Date: 12/2/2021



HEALTH AND SAFETY CODE - HSC

DIVISION 13. HOUSING [17000 - 19997] (*Division 13 enacted by Stats. 1939, Ch. 60.*)

PART 1.5. REGULATION OF BUILDINGS USED FOR HUMAN HABITATION [17910 - 17998.3] (*Part 1.5 added by Stats. 1961, Ch. 1844.*)

CHAPTER 2. Rules and Regulations [17920 - 17928] (*Chapter 2 added by Stats. 1961, Ch. 1844.*)

Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building:

(a) Inadequate sanitation shall include, but not be limited to, the following:

- (1) Lack of, or improper water closet, lavatory, or bathtub or shower in a dwelling unit.
 - (2) Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.
 - (3) Lack of, or improper kitchen sink.
 - (4) Lack of hot and cold running water to plumbing fixtures in a hotel.
 - (5) Lack of hot and cold running water to plumbing fixtures in a dwelling unit.
 - (6) Lack of adequate heating.
 - (7) Lack of, or improper operation of required ventilating equipment.
 - (8) Lack of minimum amounts of natural light and ventilation required by this code.
 - (9) Room and space dimensions less than required by this code.
 - (10) Lack of required electrical lighting.
 - (11) Dampness of habitable rooms.
 - (12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction.
 - (13) Visible mold growth, as determined by a health officer or a code enforcement officer, as defined in Section 829.5 of the Penal Code, excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of their properly functioning and intended use.
 - (14) General dilapidation or improper maintenance.
 - (15) Lack of connection to required sewage disposal system.
 - (16) Lack of adequate garbage and rubbish storage and removal facilities, as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the lack of adequate garbage and rubbish removal facilities can be determined by a code enforcement officer as defined in Section 829.5 of the Penal Code.
- (b) Structural hazards shall include, but not be limited to, the following:
- (1) Deteriorated or inadequate foundations.
 - (2) Defective or deteriorated flooring or floor supports.

- (3) Flooring or floor supports of insufficient size to carry imposed loads with safety.
- (4) Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.
- (5) Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.
- (6) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.
- (7) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.
- (8) Fireplaces or chimneys which list, bulge, or settle due to defective material or deterioration.
- (9) Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.
- (c) Any nuisance.
- (d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly.
- (e) All plumbing, except plumbing that conformed with all applicable laws in effect at the time of installation and has been maintained in good condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly, and that is free of cross connections and siphonage between fixtures.
- (f) All mechanical equipment, including vents, except equipment that conformed with all applicable laws in effect at the time of installation and that has been maintained in good and safe condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly.
- (g) Faulty weather protection, which shall include, but not be limited to, the following:
 - (1) Deteriorated, crumbling, or loose plaster.
 - (2) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations, or floors, including broken windows or doors.
 - (3) Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.
 - (4) Broken, rotted, split, or buckled exterior wall coverings or roof coverings.
- (h) Any building or portion thereof, device, apparatus, equipment, combustible waste, or vegetation that, in the opinion of the chief of the fire department or his deputy, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.
- (i) All materials of construction, except those that are specifically allowed or approved by this code, and that have been adequately maintained in good and safe condition.
- (j) Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.
- (k) Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance, in accordance with the latest edition of the Uniform Building Code.
- (l) All buildings or portions thereof not provided with adequate exit facilities as required by this code, except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and that have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy.
When an unsafe condition exists through lack of, or improper location of, exits, additional exits may be required to be installed.
- (m) All buildings or portions thereof that are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this code, except those buildings or portions thereof that conformed with all applicable laws at the time of

their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

(n) All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies.

(o) Inadequate structural resistance to horizontal forces.

“Substandard building” includes a building not in compliance with Section 13143.2.

However, a condition that would require displacement of sound walls or ceilings to meet height, length, or width requirements for ceilings, rooms, and dwelling units shall not by itself be considered sufficient existence of dangerous conditions making a building a substandard building, unless the building was constructed, altered, or converted in violation of those requirements in effect at the time of construction, alteration, or conversion.

(Amended by Stats. 2015, Ch. 720, Sec. 3. (SB 655) Effective January 1, 2016.)

5. **Plumas County Code Title 8, Chapter 2, Section. 8-2.01. - Adoption of Uniform Code for the Abatement of Dangerous Buildings**

The 1997 Uniform Code for the Abatement of Dangerous Buildings is hereby adopted as the Dangerous Buildings Code—Excluding Housing—of the County of Plumas. Enforcement of Housing Law violations shall not be pursued under this Chapter 2, but shall be pursued exclusively under Chapter 4 of Title 8 of the Plumas County Code.

Uniform Code for the Abatement of Dangerous Buildings Section 302-Dangerous Buildings

For the purpose of this code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exits to the extent that the life, health, property of safety of the public or its occupants are endangered.

1. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.
2. Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn, or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.
3. Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.
4. When any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.
5. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodge, or to collapse and thereby injure persons or damage property.
6. Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.
7. Whenever any portion thereof has wracked, warped, knuckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.
8. Whenever the building or structure, or any portion thereof, because of (i)dilapidation, deterioration or decay; (ii)faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.
9. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

10. Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.
11. Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.
12. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.
13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulation of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.
14. Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.
15. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.
17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.
18. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.



PLUMAS COUNTY CODE ENFORCEMENT

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

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

NOTICE OF NON-COMPLIANCE

August 18, 2020

Rose Mary Johnson

CERTIFIED MAIL

Re: 125 Black Tail Ridge
Portola, CA
APN: 028-030-023-000

This letter is to inform you that a public complaint has been filed with the Code Enforcement Department concerning zoning and dangerous building a violation of Plumas County and State Penal codes.

5. Plumas County Code Title 8, Chapter 2, Section. 8-2.01. - Adoption of Uniform Code for the Abatement of Dangerous Buildings

The 1997 Uniform Code for the Abatement of Dangerous Buildings is hereby adopted as the Dangerous Buildings Code—Excluding Housing—of the County of Plumas. Enforcement of Housing Law violations shall not be pursued under this Chapter 2, but shall be pursued exclusively under Chapter 4 of Title 8 of the Plumas County Code.

Uniform Code for the Abatement of Dangerous Buildings Section 302-Dangerous Buildings

For the purpose of this code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exits to the extent that the life, health, property of safety of the public or its occupants are endangered.

12. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

15. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, fault construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.

18. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

Warning Notice Regarding Possible Fine or Lien on Property

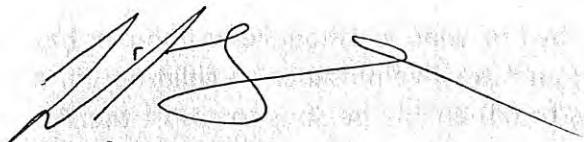
While it is the County's commitment to work cooperatively with property owners to achieve compliance, failure to comply with a Notice of Order to correct violations may result in the issuing of an administrative citation or notice to abate, which includes the levying of a fine. Any fine or costs that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

Rose Mary Johnson

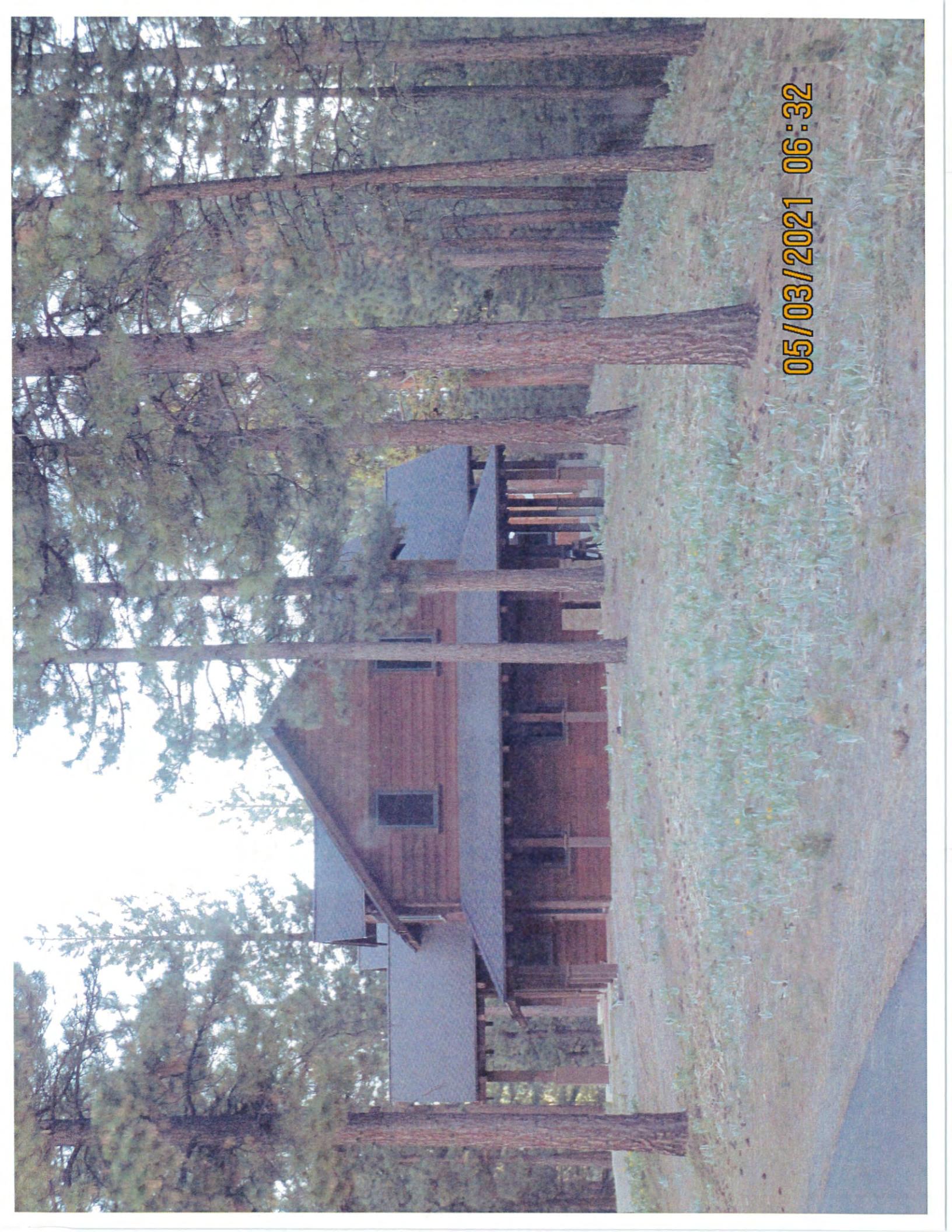
This notification provides you with the opportunity to correct the violations prior to an inspection by County staff. Alternatively, you may set up an appointment with Code Enforcement staff to inspect the property, and go over the specifics of the violations. The Code Enforcement staff will work with you to identify the actions that should be taken to correct the violations, and will establish a time line for correcting them.

Please contact me no later than **5 days from receipt of this letter** to discuss these violations. If I do not hear from you by that time, Code Enforcement staff may visit the property in order to implement necessary enforcement actions in the form of citations. If you believe any of the above information herein is incorrect or you have any questions, this can be discussed when you contact me.

Sincerely,



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



05/03/2021 06:32

05/03/2021 06:33

07/19/2021 06:31



07/19/2021 06:31



07/19/2021 06:31





9/28/21, 6:55 AM
Portola
Plumas County-Cade Enforcement



9/28/21, 6:57 AM
Portola
Plumas County Code Enforcement

Bldg

Find

Next

Prev

1st

Last

Add

Ycopy

Upd

Update

2.fees

3.Pyment

4.Detail

5.Insp/Pchk

6.wrk_sheet

7.permit

8.labels

9.track

Q.Activity

Instn Pchk

+ -

Permit# 06 457 B C/R R dt/tm 05/15/2006 09:01 offc Q Stt I Xrf
 Iss 06/20/2006 tm 13:46 Age 12 Exp 07/27/2016 Close contt OWNER

Work: TWO-STORY DWELLING, ATT. GARAGE, PORCH | Add By: bldcntr3 |
 Owner: Name: WILLIAMS, JAMES O. & JOHNSON, ROSE | date: 05/15/2006 |
 Addr | Upd By: sgrate |
 | date: 06/25/2015 |

Email:

Contr: WILJO Name: WILLIAMS JOHNSON HOMES INC Class: B

Addr:

Ph#: B

Design:

Site:Parcel No.		028-030-023	0	Type	Stat	Date	By
Lot-No:	70	Subdv:	<input type="text"/>	Own.ship	A	05/15/2006	CV
Addr:	125 BLACKTAIL RIDGE			Schl Tax	N	<input type="text"/>	<input type="text"/>
Location:	83	GRIZZLY RANCH		Engn.Dpt	N	<input type="text"/>	<input type="text"/>
Office:	Q	Area:	E	Env. Hth	N	<input type="text"/>	<input type="text"/>
Fee:	11264.29	Rcvd:	11263.51	Due:	0.78	Planning	A
Value:	327642.00	Plan Check:	4330.09			05/26/2006	JTM
<input type="text"/> VIOLATIONS EXIST							

Find next record in the selected set.

Number of records found: 1

OVR

Press enter when done
Press F1 to update or F2 to delete

 OK

Permit #:	06	457	Inspection, Plan Check Activity Records			
Date	Tm/Beg Tm/End	O.D.	Code	Type of Inspection/Activity	Insp	Stt
07/13/2006	0954	1037	FND	FOUNDATION AND/OR CONCRETE/CMU W	CH	P
08/30/2006	1705	1715	RGH	ROUGH ELEC, PLUMBING, MECH OR FRAM	CH	P
09/20/2006	1449	1502	FLR	SLAB/UNDERFLOOR	CH	P
03/23/2007	1200	1245	FND	FOUNDATION AND/OR CONCRETE/CMU W	CH	P
04/02/2007	1215	1235	PWR	CONSTRUCTION POWER	CH	P
05/21/2007	0738	0750	FFT	FOUNDATION FOOTINGS	JL	P
10/09/2007			ROF	ROOF NAILING INSPECTION	JL	P
10/09/2007			WAL	WALL NAIL INSPECTION	JL	P
05/02/2008			ROF	ROOF NAILING INSPECTION "PORCH"	RB	P
06/12/2008			RGH	ROUGH PLUMBING	RB	P
05/27/2009			PPX	ROUGH ELEC, PLUMBING, MECH OR FRAM	RB	U
06/13/2009	1154	1154		EXTEND PERMIT FOR ONE MORE YEAR	CV	P
06/14/2010	0905	0905	PPX	EXTEND PERMIT FOR ONE MORE YEAR	CV	A
06/06/2011	1436	1436	PPX	EXTEND PERMIT FOR ONE MORE YEAR	SG	NA
06/12/2012	0842	0842	PPX	EXTEND PERMIT FOR ONE MORE YEAR	CV	P
07/26/2014	1240	1240	PPX	EXTEND PERMIT FOR ONE MORE YEAR	CV	P

OVR

ASW01000INQ - Megabyte Property Tax System - County of Plumas

File Edit View Help

ASW01000INQv2.4.0.271: Main

Assessor Inquiry

Dec 04, 2021 1:22:37 PM (-08:00)

Asmt: 028-030-023-000

FeeParcel: 028-030-023-000 Status: ACTIVE

Owner: JOHNSON ROSE MARY

Situs Address

125 BLACKTAIL RIDGE GRIZZLY RANCH

Name Address

JOHNSON ROSE MARY

Status

ACTIVE

Taxability Code

800

Creating Doc#

2016LLENUPD

Current Doc#

2008R0006835

Terminating Doc#

Neighborhood Code

028

Asmt Description

GRIZZLY RANCH UNIT 1 LOT 70

Landuse 1

11 SINGLE FAMILY RESIDENTIAL

Landuse 2

Zoning 1

Acres

1.37

Comments

FROM 025-360-010 POR FOR 2004

Values

Land

122,622

Structure

254,500

FixtureRP

Growing

Total L&I

377,122

Fixtures

R/C #

TR/Date

Status

Description

ENROLLED is PROP 8

- TPZ
- Ag Pres
- Etal
- Bonds
- Multi Stus
- 910 MH
- Flag 1
- Flag 2
- Asmt PP
- Tax PP
- Appeal
- Split

Main	Ownership Detail	Ownership History	Mfg Homes	Attributes	Situs	Parcel Desc
11	4	1/1			Phy Char.	TC Inq. Images

PLUMASCOUNTY\mpts2000, 05/23/2021 3:13:59 PM

1 records found.

PPProcessor

File Edit View Help

TCW0100INQv2.4.0.122: Owners

Current Secured [A,B,S]

Dec 04, 2021 1:23:45 PM (-08:00)

Asmt: 028-030-023-000 Tax Year 2021 As Of Date 12/01/2021 Owner's Name JOHNSON ROSE MARY ...

Name
JOHNSON ROSE MARY

Percent
100.00

ASMT	Owners	Values	Tax Codes	Taxes	Part Pays\Four Pays	Coll. Refunds	R/J/C Refunds	Suppl. Index
44	1/1	▼ ► M S	Summary					

Ready

2021

PLUMASCOUNTY\mptz2000, 12/01/2021 12:01:12 AM

RECORDING REQUESTED BY:

ORDER #:
APN #: 028-030-023

WHEN RECORDED MAIL TO

ROSE MARY JOHNSON
JAMES O. WILLIAMS
4008 HIGUERA ROAD
SAN JOSE, CA 95148

2008-0006835

Recorded	REC FEE	14.00
Official Records		
County of		
Plumas		
KATHLEEN WILLIAMS		
Clerk-Recorder		

12:00PM 19-Sep-2008 | Page 1 of 3

SPACE ABOVE THIS LINE FOR RECORDERS USE

Quitclaim Deed

I, JAMES O. WILLIAMS,
The undersigned grantor(s) declare(s):
Documentary transfer tax is \$0.00

- () computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: () City of
(X) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
JAMES O. WILLIAMS, A MARRIED MAN

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to
ROSE MARY JOHNSON, A MARRIED WOMAN

that property in SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Mail Tax Statements to ROSE MARY JOHNSON, 4008 HIGUERA ROAD, SAN JOSE, CA 95148

Date August 11, 2008

James O. Williams
JAMES O. WILLIAMS



EXHIBIT "A"

Lot 70 as shown on that certain map entitled "Grizzly Ranch, Unit 1," which map was filed for record in the Office of the Plumas County Recorder December 3, 2003 in Book 9 of Maps at pages 88 through 98.

Reserving therefrom a non-exclusive easement for the errant flight and/or intrusion of golf balls from, and for overspray in connection with the irrigation of, the adjoining golf course.

THIS DEED is made and accepted subject to all of the covenants, conditions, restrictions, easements, assessments, liens and other matters set forth in that certain document entitled the "Declaration of Covenants, Conditions and Restrictions for Grizzly Ranch" ("Declaration") which recorded December 3, 2003 as Instrument No. 2003-0014465 of the Official Records of said County. Said Declaration is incorporated herein by this reference with the same force and effect as though fully set forth herein.

THIS DEED IS ALSO made and accepted subject to all of the covenants , conditions, enhancement fee, liens and other matters set forth in that certain document entitled "Community Enhancement Fee Agreement Grizzly Ranch Conservancy" ("Enhancement Fee Agreement") which recorded December 11, 2003 as Instrument No. 2003-0014739 of the Official Records of said County. Said Enhancement Fee Agreement is incorporated herein by this reference with the same force and effect as though fully set forth herein.

ALL-PURPOSE ACKNOWLEDGMENT (CALIFORNIA)

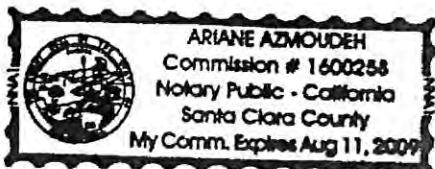
State of California

County of Santa Clara

On this 11th day of August 2008, before me, Ariane Azmoudeh, Notary Public personally appeared James O. Wilkans who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

A handwritten signature in black ink that reads "Ariane Azmoudeh".

Notary Public

Name of Notary: Ariane Azmoudeh
Commission Number: 1600258
County: Santa Clara
Commission Expires: Aug 11, 2009

RECORDING REQUESTED BY:
CAL-SIERRA TITLE COMPANY

2005-0013593

WHEN RECORDED MAIL TO:

ROSE MARY JOHNSON AND
JAMES O. WILLIAMS
3947 BALCOM ROAD
SAN JOSE, CA. 95148

Recorded Official Records County Of PLUMAS KATHLEEN WILLIAMS Recorder MELINDA ROTHER Assistant 09:50AM 20-Dec-2005	REC FEE 10.00
	ldavis
	Page 1 of 2

ESCROW NO 05041139

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERSPOUSAL GRANT DEED

INDIVIDUAL GRANT DEED (Excluded from Reassessment Under Proposition 13)

The undersigned grantor(s) declare(s):

A.P.N.: 028-030-023

Documentary transfer tax is \$ 0.00

REASONABLE TIME LIMIT THERE IS NO CONSIDERATION FOR THIS TRANSFER

This is an INTER SPOUSAL TRANSFER under Section 63 of the Revenue & Taxation Code.

- This is an INTERSPOUSAL TRANSFER

 - () From joint tenancy to community property
 - () From one spouse to both spouses.
 - (XX) From one spouse to the other spouse.
 - () From both spouses to one spouse.
 - () Other

GRANTOR: BENJAMIN A. JOHNSON, SPOUSE OF MARY ROSE JOHNSON AND LINDA M. WILLIAMS, SPOUSE OF JAMES O. WILLIAMS

hereby GRANTS to ROSE MARY JOHNSON AND JAMES O. WILLIAMS AS JOINT TENANTS

the following described real property in the **unincorporated area**:

County of **PLUMAS** State of **CA**

SEE ATTACHED EXHIBIT "A"

It is the intent of the grantor herein to divest all interest in and to the herein described property, community and otherwise, and to vest title to the grantee.

DATE: December 01, 2005

STATE OF CALIFORNIA }
COUNTY OF Santa Clara }
} ss.

On 12/2/2005, before me Guadalupe Rocha Jr.

personally appeared Linda M. Williams &
Benjamin A. Johnson

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person^(s), whose name^(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity^(es), and that by his/her^(her) signature^(s) on the instrument the person^(s) or the entity upon behalf of which the person^(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Prakalpne Rocha J.

Benjamin A. Johnson
BENJAMIN A. JOHNSON
Linda M. Williams
LINDA M. WILLIAMS



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE.

EXHIBIT "A"

Lot 70 as shown on that certain map entitled "Grizzly Ranch, Unit 1," which map was filed for record in the Office of the Plumas County Recorder December 3, 2003 in Book 9 of Maps at pages 88 through 98.

Reserving therefrom a non-exclusive easement for the errant flight and/or intrusion of golf balls from, and for overspray in connection with the irrigation of, the adjoining golf course.

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RECORDING REQUESTED BY:
CAL-SIERRA TITLE COMPANY



2005-0013592

WHEN RECORDED MAIL TO:

ROSE MARY JOHNSON
JAMES O. WILLIAMS
3947 BALCOM ROAD
SAN JOSE, CA 95148

Recorded	REC FEE	10.00
Official Records	TAX	296.45
County Of		
PLUMAS		
KATHLEEN WILLIAMS		
Recorder		
MELINDA ROTHER		
Assistant		
09:50AM 20-Dec-2005	ldavis	
	Page 1 of 2	

ESCROW NO. 05041139

GRANT DEED

The undersigned grantor(s) declare(s):

County transfer tax is \$ 296.45 **TAX PAID**

A.P.N.: 028-030-023

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: () City of _____, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
GRIZZLY CREEK DEVELOPMENT, LLC, a Delaware limited liability company

hereby GRANTS to ROSE MARY JOHNSON, A MARRIED WOMAN AND JAMES O.
WILLIAMS, A MARRIED MAN AS JOINT TENANTS

the following described real property in the County of Plumas, State of California:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

GRIZZLY CREEK DEVELOPMENT, LLC,
a Delaware limited liability company
BY: GRIZZLY CREEK MANAGER, LLC,
a California limited liability company
its managing member
BY: LMD GRIZZLY CREEK INC., a California
corporation, its manager

By: Michael A. Mohler
Title: Sr. Vice President
By: George S. Mercado
Title: Vice President/Controller

DATE: December 01, 2005

STATE OF CALIFORNIA

} ss.

COUNTY OF PLUMAS

On 12-2-05, before me, the undersigned, personally
appeared Michael A. Mohler AND George S. Mercado
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

M. Mohler
Signature



MAIL TAX STATEMENTS AS DIRECTED ABOVE

(This area for official notarial seal)

EXHIBIT "A"

Lot 70 as shown on that certain map entitled "Grizzly Ranch, Unit 1," which map was filed for record in the Office of the Plumas County Recorder December 3, 2003 in Book 9 of Maps at pages 88 through 98.

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PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971

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

Investigative Service Request Form (Complaint Form)

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

Name of Violator: Rose Mary Johnson

Street Address of Violation: 125 Blacktail Ridge

City/Town: Portola Assessor's Parcel Number: 028-030-023-000

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

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

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

(NOTE: CC&R requirements are civil matters-not enforced by Code Enforcement)
- Septic system, none present or surfacing (circle one)
- Water well violations, lack of water, or maintenance required that endangers water potability
- Solid waste accumulation, trash, and items that attract rodents or insects on private property
- Health related – restaurants, food outlets, public pools, and consumer protection issues
- Hazardous materials – material spills, toxic storage, underground tanks

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

Abandoned Home.

About 10 years ago the owner quit working on a home located at 125 Blacktail Ridge, Portola, CA. (pictures attached). I am not aware of any improvements that have been made since then.

Since that time the Homeowner's Association's (HOA) request to the owner to complete the project has resulted in zero progress. The HOA has even spent funds to make the home more presentable and to secure the inside as varmints were inhabiting the place. Although that may still be happening now critters are definitely camping out on the outside as the place continues to fall into disrepair.

In short, the place is an unsightly mess and according to local realtors negatively impacts home and lot sales in the community.

I am writing you to see if you could help out the community. If the owner will not complete the building process after approximately 10 years they are unlikely to do so in the future without some penalties including a demolishing of this eyesore.

Can you help us?

Regards,

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

Abandon Home

About 10 years ago the owner quit working on this home. There have been no improvements since that time. The Homeowner's Association's (HOA) request to the owner to complete the property has been denied. In short, the place is an unsightly mess and according to local realtors negatively impacts home values in the area. I am writing you to see if you could help out the community. If the owner will not complete the property, can you help us?

Regards,

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

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

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

* Reporting Party's Name: _____

* Mailing Address:

Physical Address: **CONFIDENTIAL**

* Phone: Alternate Phone:

Email address: _____

* Signature: _____ * Date _____

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

**Board of Supervisors
Plumas County California**

Reference: 125 Blacktail Ridge, Portola, CA 96122

Dear Supervisors:

As a fourteen year resident, and a former seven year member of the Grizzly Ranch Homeowners Association, I am appealing to you for help with the residence at 125 Blacktail Ridge, Portola.

This home has remained uncompleted for over ten years and is currently inhabited with weeds, deer, pigeons, and other vermin in spite of numerous attempts to get the owner to complete the building.

The home is a blight on the community, brings down the property values, and according to real estate people makes it difficult for them to sell properties.

Personally I would like to see the property either completed or demolished but if that isn't legally possible could you at least have the exterior completed and the yard maintained.

Any assistance in this matter would be greatly appreciated.

Sincerely,

Langston, Jennifer

From: Ardell Johnson
Sent: Tuesday, November 23, 2021 11:51 AM
To: CodeEnforcement
Subject: 125 Blacktail Ridge

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

Good morning,

I write to inform you that I have purchased the material to complete the siding on the house per the recently issued citation. It is scheduled for 2-3 week delivery and will be installed promptly thereafter.

Ardell Johnson



PLUMAS COUNTY BUILDING DEPARTMENT INSPECTION RECORD

Quincy Office: (530) 283-7011
Inspection Request Line: (530) 283-6001

Chest. Office: (530) 258-2108
Inspection Request Line: (530) 258-2108

Please provide the following information when calling for inspection requests:

- Permit Number
- Applicant Name
- Address / Location
- Type of Inspection
- Date Inspection Requested

This card must be posted in a conspicuous place on the premises until final approval has been granted by the Building Official. The approved set of building plans must be on the job at all times. Projects must be inspected a maximum of 360 days between inspections.

TYPE OF INSPECTION	DATE	INSPECTOR
MANDATORY APPROVALS		
OK to Pour Fng / Fnd.	7.13.6	HOD
OK to Pour Slab	3.25.07	HOD
OK to pour Stem Wall / BB	7.13.6	HOD
OK to Cover Underfloor	9.20.07	HOD
OK to Roof	10-9-07	X
OK to Insulate		
OK to Sheetrock		
OK to cover Ungr. LPG Tank		
Final - LPG Appl. Orifice		
Encroachment		
Septic System Plot Plan		
Driveway		
Grading		

SEE REVERSE SIDE FOR MORE INFORMATION

TYPE OF INSPECTION	DATE	INSPECTOR	✓
PLOT PLAN			
1 Site Review	7.13.6	HOD	
2 Setbacks	7.13.6	HOD	
FOUNDATION			
3 Footings/Fnd.	7.13.6	HOD	
4 H.D.'s	7.13.6	HOD	
5 Stem Wall	7.13.6	HOD	
6 Lifts			
7 GRND Electrode			
8 Interior Piers	7.13.6	HOD	
9 Exterior Piers			
UNDERFLOOR			
10 Slab			
11 Girder - Underfloor	9-20-07	HOD	
12 Plumbing - w/Test			
13 Plumb.-Undslab w/Test	9-20-07	HOD	
14 Mechanical/Ducts	9-20-07	HOD	
15 Elect. - Underground	8-20-07	HOD	
16 Hydronics			
17 Load Path Blk's	9-20-07	HOD	
ROOFING			
18 Roof Nailing	10-9-07	X	
19 Ice Dam	10-9-07	X	

FINAL - Inspector certifying compliance with all applicable codes and approved plans for final

INSPECTOR _____ DATE _____

06-00457-B Iss: 06/20/2006 QUINCY
Exp: 06/21/2007
WILLIAMS, JAMES O. & JOHNSON, ROSE

WILLIAMS JOHNSON HOMES INC

TWO-STORY DWELLING, ATT. GARAGE, PORCH

Site: 125 BLACKTAIL RIDGE

Loc: GRIZZLY RANCH

Lot: 70

APN: 028-030-023

IN Packet
Plans Rolled

TYPE OF INSPECTION	DATE	INSPECTOR	✓
FRAMING			
20 Interior Shear / Bracing			
21 Exterior Shear / Bracing	10-9-07	X	
22 Framing			
23 Trusses / Rafters	10-9-07	X	
24 Ventilation	10-9-07	X	
25 H ₂ O Supply	6-12-08	RB	
26 DWV			
27 Topout			
28 Hot Mop / Shower Pans			
29 Gas Piping			
30 Gas Test (Int.)			
31 Gas Test (Ext.)			
32 Water Heater			
33 GFCI			
34 Rough Electric			
35 Bonding			
36 Main Panel			
37 Sub Panel			
38 Ductwork			
39 Vents / Flues			
40 HVAC Unit			
41 Wall Heater			
42 Fireplace / Throat			
43 Woodstove			
44 Gas Stove			
45 Oil Stove			
46 Other			
INSULATION			
47 Floor R			
48 Walls R			
49 Ceiling R			
50 Blown Cert. Req'd.			
DRYWALL / FIREWALL			
52 Temp. Pwr/GFCI amp			
53 Perm. Pwr/Polarity amp	4-2-7	HOD	
54 Gas Service LP			

PERMIT #: **06-0457**

NAME: **Williams / Johnson**



PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street

Quincy, CA 95971

E-Mail: CodeEnforcement@countyofplumas.com

Voice (530)283-7002

Fax (530)283-6134

Citation No: 21-00008

ADMINISTRATIVE CITATION

Citation Date: 9/28/2021 Time: 0655 hrs

Assessor's Parcel Number: 028-030-023-000

An inspection of the property located at 125 Black Tail Ridge, Portola, CA in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

Name of Owner: Rose Mary Johnson

Mailing Address: _____



1st CITATION \$100.00 IS NOW DUE AND PAYABLE



2nd CITATION \$500.00 IS NOW DUE AND PAYABLE



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

On 10/28/2021 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued a citation in the amount of \$500.00.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 8/18/2020 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

CODE SECTION(S):

DESCRIPTION OF VIOLATION(S):

Plumas County Code 8-2.01 Adoption of Uniform Code for the Abatement of Dangerous Buildings

Uniform Code for the Abatement of Dangerous Building Section 302-Dangerous Buildings

18 Whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public

17920.3 H&S (g)(2) & (g)(3) Faulty weather protection

RECEIPT ACKNOWLEDGED BY _____

DATE _____



SERVICE BY MAIL



POSTING IN A CONSPICUOUS LOCATION AT THE RESIDENCE

SIGNATURE OF OFFICER/DATE

PRINT NAME OF OFFICER

Jennifer Langston

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



PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street

Voice (530)283-7002

Quincy, CA 95971

Fax (530)283-6134

E-Mail: CodeEnforcement@countyofplumas.com

ADMINISTRATIVE CITATION APPEALS INFORMATION SHEET

Administrative Citation- Definition - Authority And Fines

Plumas County Code Section Sec. 1-8.01(4) and Sec.1-8.02.03. - Authority and fines, provides for the issuance of administrative citations for Plumas County code violations. There are three levels of citations that can be issued for a violation. The fines, as indicated on the citation, are \$100.00 for the first citation, \$500.00 for the second citation and \$1,000.00 for the third and subsequent citations for violations of the same ordinance within one year. All fines for violations are considered severable and enforceable daily as per Section: 1-8.03(b) Each and every day a violation of the Plumas County Code exists constitutes a separate and distinct offense.

Appeal of Administrative Citation – Hearing Procedure of Appeal Sections: -02

Plumas County Code Section: 1-8.07 & 1-8.09 - You have the right to appeal this administrative citation within fifteen (15) days from the citation date. An appeal must be in writing. The appeal can only pertain to whether the violation(s) occurred and whether the responsible person has caused or maintained the violation(s). To appeal, submit a completed Request for Appeal Hearing of Administrative Citation (appeals form enclosed) together with proof of an advanced payment of the fine per 1-8.09(a) that states the following "No hearing to contest an administrative citation before a hearing officer shall be held unless and until a request for a hearing form has been completed and submitted and the fine has been deposited in advance". It must be paid by mail or in person, addressed to the Plumas County Tax Collector/Collections Office, located at 520 Main St. #203, Quincy, CA 95971.

Right to Appeal 1-4.01. A properly filed appeal will result in an administrative hearing. Failure of any person to properly file a written appeal within fifteen (15) CONSECUTIVE days from the citation date also requires you comply with the Plumas County Code: Section 1-4.01. Failure to do so shall constitute a waiver of his or her right to an administrative hearing and adjudication of the administrative citation or any portion thereof and the total amount of the fine. The appeal can only pertain to whether the violation(s) occurred and whether the responsible person has caused or maintained the violation(s).

How to Pay Fine or Appeal Advanced Payment

The amount of the fine is indicated on the administrative citation. Prior to receiving an invoice from the Plumas County Tax Collector/Collections Office, you may pay by mail or in person at 520 Main St. #203, Quincy, CA 95971. Payment should be made by personal check, cashier's check, or money order, payable to Plumas County. Please write the citation number on your check or money order, if the citation is not paid or appealed within the statutory time, you will receive an invoice from the Plumas County Tax Collector/Collections Office. Please follow the instructions on the invoice to ensure proper processing of your payment. Payment of the fine shall not excuse the failure to correct the violation nor shall it bar further enforcement action by Plumas County.

Consequences of Failure to Pay the Fine. Chapter 8 Section 1-8.11.

The failure of any person to pay the fine assessed by the administrative citation within the time specified on the citation or on the invoice from the Plumas County Tax Collector/Collections Office may result in a claim with the Small Claims Court or any legal remedy available to collect such money. The County has the authority to collect all costs associated with the filing of such actions. Failure to pay fine penalties may be found in Plumas County Code Chapter 8 Section 1.8.11.

Consequences of Failure to Correct Violations Chapter 8 Sec: 1-8.03 & Chapter 8-15.04 Cumulative remedies

There are numerous enforcement options that can be used to encourage the correction of violations. These options include, but are not limited to: civil penalties per Plumas County Code Section 1-8.03, abatement, criminal prosecution, civil litigation, recording the violation with the County Recorder and forfeiture of certain State tax benefits for substandard residential rental property. These options can empower the County to collect fines up to \$100,000.00, to demolish structures or make necessary repairs at the owner's expense, and to incarcerate violators.

You are hereby notified that any/all of these options or others may be used if the administrative citations do not achieve compliance. If you need further clarification about payment of the citation, please call (530) 283-6258 for the Plumas County Tax Collector/Collections Office. If you need further information about the violations and/or how to comply, please call (530) 283-7002 for the Code Enforcement Department. A full description of the hearing procedure for the County's administrative hearings for Code violations and your rights in that process are found in Plumas County Code Section 8-18.01 & 1-4.01 of the Plumas County code