



Board of Supervisors

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING

DECEMBER 20, 2022 TO BE HELD AT 10:00 AM

IN THE BOARD CHAMBERS LOCATED AT 520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

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

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

Any 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.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, 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 state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. 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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

- A. Presentation by the Plumas County Board of Supervisors of Resolution(s) recognizing, and commanding Honorable Supervisor Sherri Thrall, Plumas County Board of Supervisors, District 3 (2007 - 2023) thanking her for her 16 years of dedicated service to the Citizens of Plumas County, wishing her a well-deserved retirement.
- B. **DIXIE FIRE COLLABORATIVE**
Report, update, and discussion on Dixie Fire Collaborative efforts

2. CONSENT AGENDA

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

A. SHERIFF'S DEPARTMENT

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County Sheriff's Office and Rethink Industries, for Jail inmate services; effective December 31, 2022; not to exceed \$30,275.00; approved as to form by County Counsel. [View Item](#)

B. PLUMAS COUNTY LIBRARY

- 1) Approve and authorize the County Librarian to recruit and fill vacant Extra-Help Library Aide position(s) for Chester Branch. [View Item](#)

C. PUBLIC WORKS

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Works and Mason, Bruce & Girard for Hazard Tree Assessment Services; effective November 1, 2022; not to exceed \$45,000.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign Amendment No.1 of the Agreement between the County of Plumas and Feather River Forestry for On-call Hazard Tree Assessment Services along Lake Almanor West Drive; not to exceed \$1,360.00; approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign Amendment No. 14 to the Agreement between the County of Plumas and MGE Engineering, Inc. for On-call Civil Engineering Services for Hydraulics Studies for the Camp Layman Road Bridge Rehabilitation Project; not to exceed \$25,485.82; approved as to form by County Counsel. [View Item](#)
- 4) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and Hunt and Sons, Inc. for Fuel and Furnace Oil Purchase Delivery; not to exceed \$600,000.00; approved as to form by County Counsel. [View Item](#)

D. PROBATION

- 1) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and Ing Consulting, Inc. dba Ing Counseling for psychosexual evaluation; effective June 1, 2022; not to exceed \$4000.00 in Fiscal Year 2022-2023, and to be paid via grant funding; approved as to form by County Counsel. [View Item](#)

E. AUDITOR CONTROLLER

- 1) Authorize Auditor/Controller to allow extra help employees to work more than 29 hours per week; not to exceed ACA standard 1560 total hours in a measurement period. [View Item](#)

F. MUSEUM

- 1) Approve and authorize closure to the public, of the Plumas County Museum, for the months of January and February 2023 to enable staff and volunteers to conduct cataloging and accessioning of collections, revision of exhibit displays and other museum work not compatible with public interaction. [View Item](#)

G. ASSESSOR

- 1) Authorize the County Assessor to recruit and fill funded and allocated; 1.0 FTE Assistant Assessor; vacancy due to retirement. [View Item](#)

3. DEPARTMENTAL MATTERS

A. SHERIFF - Todd Johns

- 1) Authorize no contract payment of \$24,060.25 to PG&E for connection to the new Plumas County Correctional Facility; discussion and possible action. **Four/ fifths roll call vote** [View Item](#)
- 2) Adopt **RESOLUTION** authorizing the Sheriff to sign and submit the 2023-2024 Boating Safety and Enforcement Financial Aid Program application, accept funding and sign reimbursement claims for participation in the Department of Boating & Waterways Financial Aid Program; 2023-2024 anticipated funding amount \$132,511.00; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

B. SOLID WASTE - John Mannie

1) CONDUCT PUBLIC HEARING 10:00 A.M.

Introduce and waive first reading of an ORDINANCE of the County of Plumas, State of California, Adding Chapter 14 of Title 6 of the Plumas County Code relating to Plumas County Organic Waste Disposal Reduction; discussion and possible action. **Roll call vote** [View Item](#)

C. PLANNING -

- 1) Adopt **RESOLUTION** of Intention to Amend the Plumas County 2035 General Plan Public Health & Safety Element to Address Compliance with Senate Bill 379 (Climate Change Adaptation and Resilience) and Wildfire Hazard Legislation; approved as to form by County Counsel. **Roll call vote** [View Item](#)

4. BOARD OF SUPERVISORS

A. CORRESPONDENCE

B. INFORMATIONAL ANNOUNCEMENTS

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

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation - Gretchen Stuhr, County Counsel
- B. Personnel: Public employee performance evaluation - Keevin Allred, Chief Probation Officer
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

6. ADJOURNMENT

Adjourn meeting to the Wildflower Cafe for a retirement luncheon in honor of Supervisor Thrall.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Amanda Meisenheimer, Sheriff Services Assistant II

MEETING DATE: December 20, 2022

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Sheriff's Office and Rethink Industries, for Jail inmate services; effective December 31, 2022; not to exceed \$30,275.00; approved as to form by County Counsel.

Recommendation

Approve and authorize the Chair to sign agreement between Plumas County Sheriff's Office and Rethink Industries, for Jail inmate services; effective December 31, 2022; not to exceed \$30,275.00; approved as to form by County Counsel

Background and Discussion

The term of this contract is 12/31/2022-01/01/2024. The purpose of this agreement is for Jail inmate services.

Action:

The Sheriff respectfully requests that the Board of Supervisors authorize the Chair to sign and approve the agreement between the Plumas County Sheriff's Office and Rethink Industries.

Attachments:

1. Rethink Industries

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and Kinne Marriage and Family Therapy, Inc., a California Corporation dba Rethink industries (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 A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty Thousand, Two Hundred and Seventy Five Dollars. (\$30,275.00).
3. **Term.** The term of this agreement shall be from December 31, 2022 through January 1, 2024, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor’s available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

Rethink Industries LLC
65 Main Street
Quincy, Ca, 95971
Attention: Jennifer Ortega

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

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

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

CONTRACTOR:

Kinne Marriage and Family Therapy, Inc. dba
Rethink Industries

By: _____
Name: Allison Kinne
Title: CEO/ CFO
Date signed:

COUNTY:

County of Plumas, a political subdivision of
the State of California
By: _____
Name: Todd Johns
Title: Sheriff/Coroner
Date signed:

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

By: _____
Name: Heidi White
Title: Clerk of the Board of Supervisor
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

12/7/2022

EXHIBIT A



December 6, 2022

Our purpose is to expand operations of the Plumas County Release Program. This project incorporates the principles of restorative justice, trauma-informed care, and recidivism reduction, while providing early identification. Project components include Telehealth, in-office, and in-jail mental health and therapy services, alcohol and drug treatment, life education skills education, and support through an array of individual and group options. This will be an ongoing process until December 31, 2023.

Grant Total:	\$30,275.00
Material Total Harm Reduction/Relapse Prevention: \$1.00 per handout, per participant	\$350.00
SUD Education: \$25 per packet(15) DBT WorkBook: \$25 per packet(15)	\$375.00 \$375.00
Billing/Program Development	\$1,000.00
DUI Participant Fees 3 Month Program:\$707.00(10) 18 Month program: \$2092.00 (5)	\$17,530.00
Fines and Additional Fees Missed appt fee: \$25 Leave of Absence: \$40 Reinstatement: \$50 Transfer Fee: \$70	

Rethink Industries
65 Main St
Quincy, CA 95971
Phone: 530.283.2465 Fax: 530.410.0010



<p>Program Groups</p> <p>Harm Reduction/Relapse Prevention-John Hamner CADC I</p> <p>Conflict Resolution-John Hamner CADC I</p> <p>SUD Education-John Hamner CADC I</p> <p>Dialectical Behavior Therapy (DBT)-Allison Kinne LMFT, CADC II</p>	<p>\$150.00 per hour (John Hamner CADC I) <i>All Groups: \$5,100.00</i></p> <p>\$210.00 per hour (Allison Kinne LMFT, CADC II) <i>DBT Group: \$2,520.00</i></p> <p>Group Total: \$7,620.00</p>
<p>Individual Sessions; BrainSpotting-John Hamner CADC I (Overhead/Wages)</p>	<p>Rate: \$165.00 per hour x 5 participants @ 5 sessions per participant.</p> <p>BSP Total = \$4,125.00</p>

The following processing groups will be held spanning 12 weeks each over a one year period:

- DBT-Dialectical Behavior Therapy; an evidence-based psychotherapy that can be useful in treating mood disorders, suicidal ideation, and for change in behavioral patterns such as self-harm and substance use.
- Relapse Prevention; address primary vs. secondary emotions and behaviors associated with them. The main tools of relapse prevention are cognitive therapy and mind-body relaxation, which are used to develop healthy coping skills.
- Conflict Resolution; address primary vs. secondary emotions and behaviors associated with them. Goals are to be more thoughtful about reactions to conflict, and demonstrate a strengthened impulse control when faced with conflict.

The following processing group will be held spanning 10 weeks each over a one year period:

- SUD Education; an educational course about the mental/emotional, physical and behavioral interfacings associated with substance abuse. This course covers the characteristics and effects of a variety of substances, will provide tools to address addictive thinking, and will include assessment and examination of dependency and abuse history.



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: December 20, 2022

SUBJECT: Approve and authorize the County Librarian to recruit and fill vacant Extra-Help Library Aide position(s) for Chester Branch.

Recommendation

Approve and authorize the County Librarian to recruit and fill vacant Extra-Help Library Aide position(s) for Chester Branch.

Background and Discussion

Due to reduction in available hours for current staff, Plumas County Library currently needs more Extra Help Library Aides for as-needed duties for the Chester Branch.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Fiscal Impact:

Other Wages to fulfill this Extra Help position have already been approved and marked for in the Library budget for 22/23FY. This position starts at \$15.75/hr.

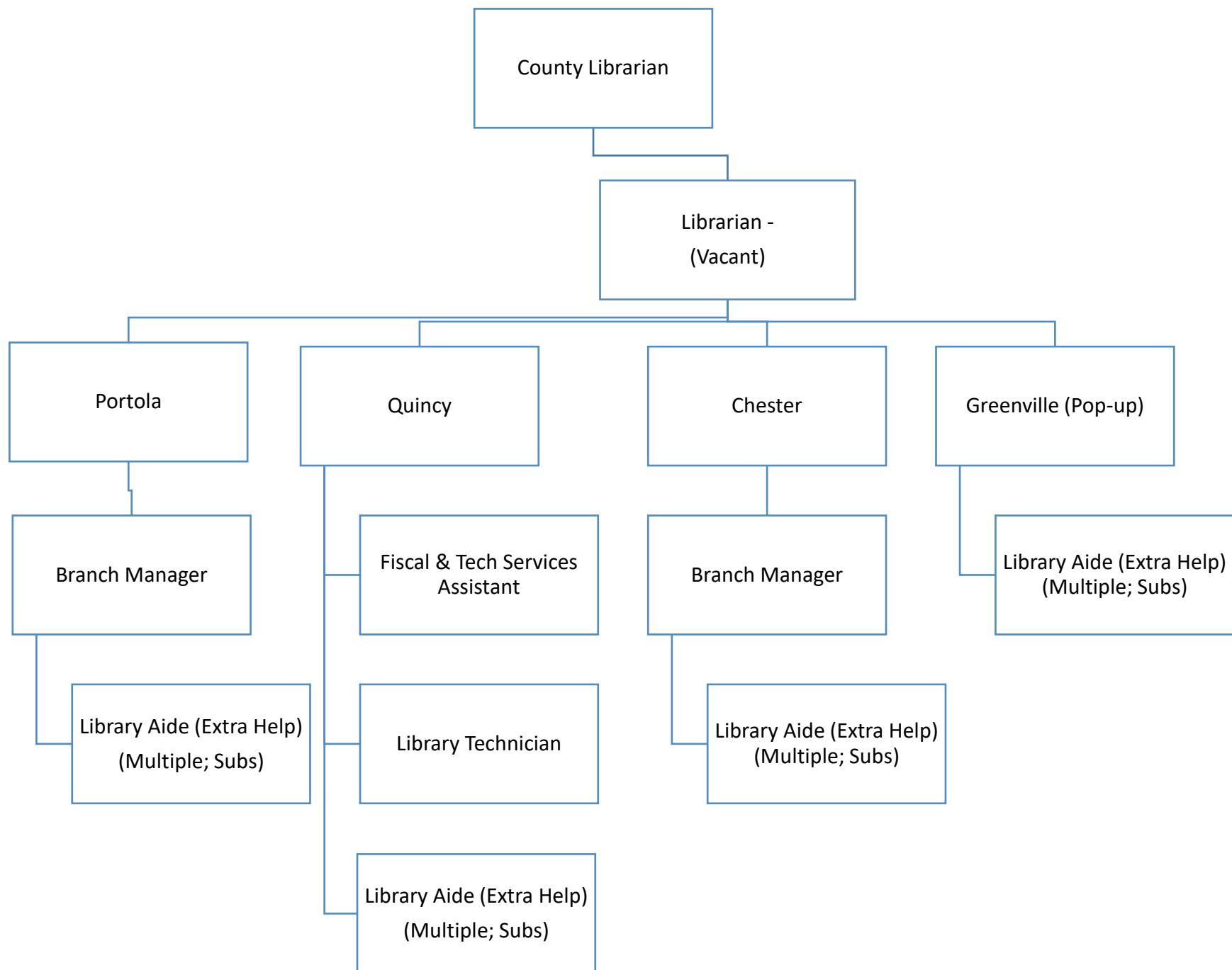
Action:

Approve and authorize the County Librarian to recruit and fill vacant Extra-Help Library Aide position(s) for Chester Branch.

Attachments:

1. Organizational Chart for Library
2. Critical Staffing Questionnaire - Library Aide

Organizational Chart for Plumas County Library



QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2022/2023

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

Yes. The Extra Help Library Aide position(s) for the Chester Branch are funded for the 22/23FY budget. The Library Aide position is vital for Library operations to continue without interruption.

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

These position(s) are crucial to continue the Plumas County Library service hours when the Branch Manager is unavailable (due to vacation, sick leave, or other) or require additional help. There are not enough subs to currently cover the Branch Manager if she needs to use her leave, and therefore we would have to completely close down the Branch or pay additional funds to provide a sub from a different branch (dependent on weather and sub availability/interest in other branches.)

3. How long has this position been vacant?

Current staff availability has been reduced. Current subs were hired in other positions by the County or are unable to travel to the Chester location.

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

This position is Extra Help and will be using Other Wages.

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

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

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

Branches will be closed if we do not have enough coverage to keep operations continuing.

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

Library branch closures lead to service reductions, which in turn cause a decrease of patrons.

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

N/A

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

No.

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

This position is Extra Help and is at-will. This is a General Fund dept.

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

The immediate filling of this position will not impact the Dept/General Fund as funding has already been sent aside for the current fiscal budget. This position is accounted for during budget planning as it is a necessary position to run the Library Department.

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

No, the department is funded by the General Fund.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 20, 2022

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Works and Mason, Bruce & Girard for Hazard Tree Assessment Services; effective November 1, 2022; not to exceed \$45,000.00; approved as to form by County Counsel.

Recommendation

The Department of Public Works respectfully requests that the Board of Supervisors authorize the Chair to execute a Service Agreement with Mason, Bruce & Girard, not to exceed \$45,000.

Background and Discussion

The Department of Public Works posted a request for bids for the Hazard Tree Assessment Services, bid opening was October 5, 2022. The RFB allowed for the hiring of up to two firms to provide Hazard Tree Assessment Services. We received submittals from the following two (2) firms:

Feather River Forestry Mason, Bruce & Girard

The Service Agreement with Mason, Bruce & Girard has been approved as to form by County Council. The Service Agreement with Feather River Forestry was approved by the Board on December 6th 2022.

Action:

Approval to execute a Service Agreement with Mason, Bruce & Girard for Hazard Tree Assessment Services.

Attachments:

1. Contract with Mason, Bruce & Girard

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 Public Works** (hereinafter referred to as "County"), and **Mason, Bruce and Girard, Inc.** (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 Forty-Five Thousand Dollars and Zero Cents (\$45,000).
3. **Term.** The term of this agreement shall be from November 1, 2022 through October 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 1, 2022 to the 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 MLC

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS MLL

- 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

_____ COUNTY INITIALS

CONTRACTOR INITIALS *MLC*

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

COUNTY INITIALS

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CONTRACTOR INITIALS *ML*

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

County:

Department of Public Works
County of Plumas
1834 East Main St
Quincy, CA 95971
Attention: Mark Crews

Contractor:

Mason, Bruce & Girard, Inc
701 High St., Suite 207
Auburn, CA 95603
Attention: Reggie Fay

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

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

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

_____ COUNTY INITIALS

CONTRACTOR INITIALS 

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

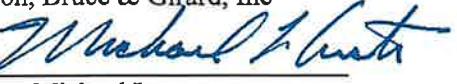
COUNTY INITIALS

CONTRACTOR INITIALS MW

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

CONTRACTOR:

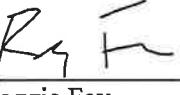
Mason, Bruce & Girard, Inc

By: 

Name: Michael Lester

Title: President

Date signed: 12/06/2022

By: 

Name: Reggie Fay

Title: Secretary

Date signed: 12/06/2022

COUNTY:

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

By: _____

Name: John Mannle

Title: Director

Date signed: _____

By: _____

Kevin Goss, Chair

Board of Supervisors

Date Signed: _____

Attest:

By: _____

Heidi White

Clerk of the Board of Supervisors

Date Signed _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

11/1/2022

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

The scope of work during the term of the contract will include on-call Hazard Tree Assessment services consistent with Federal Emergency Management Agency's (FEMA), and other Federal, State, and local regulations and to submit a Tree Assessment Report with the findings to the Department of Public Works.

The consultant will receive a Task Orders request for the scope of work for hazard tree assessments as they arise. The consultant and the Department will negotiate the cost of the requested task order scope. A contract amendment will be executed for each Tree Assessment Report requested by the County

_____ COUNTY INITIALS

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CONTRACTOR INITIALS MCL

EXHIBIT B

2022 ON-CALL HAZARD TREE ASSESSMENT SERVICES

Fee Schedule

Bid Item	For Fiscal Year 22/23 ending on June 30, 2023	For Fiscal Year 23/24 ending on June 30, 2024	For Fiscal Year 24/25 ending on June 30, 2025	For Fiscal Year 25/26 ending on Contract End Date TBD
<u>Hourly Rate for Certified Arborist</u> <u>(submit one for each fiscal year)</u>	\$95.00	\$98.00	\$101.00	\$105.00
<u>Hourly Rate for Registered Forester</u> <u>(submit one for each fiscal year)</u>	\$140.00	\$145.00	\$150.00	\$155.00

_____ COUNTY INITIALS

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CONTRACTOR INITIALS MLL



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 20, 2022

SUBJECT: Approve and authorize the Chair to sign Amendment No.1 of the Agreement between the County of Plumas and Feather River Forestry for On-call Hazard Tree Assessment Services along Lake Almanor West Drive; not to exceed \$1,360.00; approved as to form by County Counsel.

Recommendation

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair to execute Amendment No. 1 to the Services Agreement between the County of Plumas and Feather River Forestry for On-call Hazard Tree Assessment Service for 18 trees located adjacent to Lake Almanor West Drive and Goose Bay View Trail in the amount not to exceed \$1360.00.

Background and Discussion

Plumas County Department of Public Works (County), under an existing on-call agreement with Feather River Forestry, is requesting hazard tree assessment services for 18 trees damaged by the Dixie Fire located adjacent to Lake Almanor West Drive and Goose Bay View Trail near Lake Almanor, CA.

The attached Amendment No. 1 has been approved as to form by the County Council's Office.

Action:

Authorize execution of Amendment No.1 to the Service Agreement between the County of Plumas and Feather River Forestry for On-call Hazard Tree Assessment Services along Lake Almanor West Drive not to exceed \$1360.00.

Attachments:

1. Amendment 1 for Feather River Forestry

AMENDMENT NO. 01
to the
PROFESSIONAL SERVICES AGREEMENT

On-Call Hazard Tree Assessment Services

The December 06, 2022 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and Feather River Forestry, a Limited Liability Company (“Consultant”), County Contract No. P.W.R.D. 23-008 is hereby amended as follows:

The “County” has identified the need for Hazard Tree Assessment Services on the Following Project:

Lake Almanor West Hazard Tree Removal Project

Project Background

During the summer of 2021, the Dixie Fire burned across a portion of Plumas County leaving a large number of fire damaged trees behind. Many of these trees have died as a result of the damages sustained from the fire and are now considered hazard trees as defined by Section 4-9.02 of the Plumas County Code.

Scope of Work

The Scope of Work shall include the tasks as set forth in the Scope of Work, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "A" and incorporated herein by reference. The cost of the project is not to exceed one thousand three hundred and sixty dollars and zero cents (\$1360.00). The amendment is approved retroactively to December 6, 2022

Project Schedule.

The Consultant shall complete the project as specifically set forth in the Project Schedule, which is attached hereto as Exhibit "C" and incorporated herein by this reference.

Other Contract Provisions.

All other contract provisions set forth in the December 06, 2022 Professional Services Agreement first referenced above remain unchanged.

Consultants Initials

County Initials

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 01 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS
A political subdivision of the State of California

Kevin Goss, Chair
Board of Supervisors

Date: _____

ATTEST:

Heidi White
Clark of the Board of Supervisors

Date: _____

CONSULTANT
Feather River Forestry, LLC

Danielle Bradfield, Owner

Date: _____

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

Date: 12/7/2022

Taxpayer ID Number – 86-2221319

Attachments: A - Fee Schedule
B – Scope of Work
C – Project Schedule

Exhibit A



Mark Crews
Plumas County Public Works
1834 Main Street
Quincy, CA. 95971

November 28, 2022

RE: Cost Estimate for Assessment of 18 Trees at Lake Almanor West

Mr. Crews,

Thank you for the map for Task Order #1 of the On-Call Hazard Tree Assessment Services. For the assessment and associated reporting of the 18 trees identified on the map, the cost will be \$85.00/hr Not to Exceed a total of \$1,360.00. Please let me know if you have any questions regarding this cost proposal.

Respectfully,

Danielle E. Bradfield
RPF #2808
Feather River Forestry LLC



EXHIBIT B

**Lake Almanor West
Hazard Tree Removal Project**

Scope of Work

Plumas County is requesting the preparation of a Tree Assessment Report for the Eighteen (18) trees listed below:

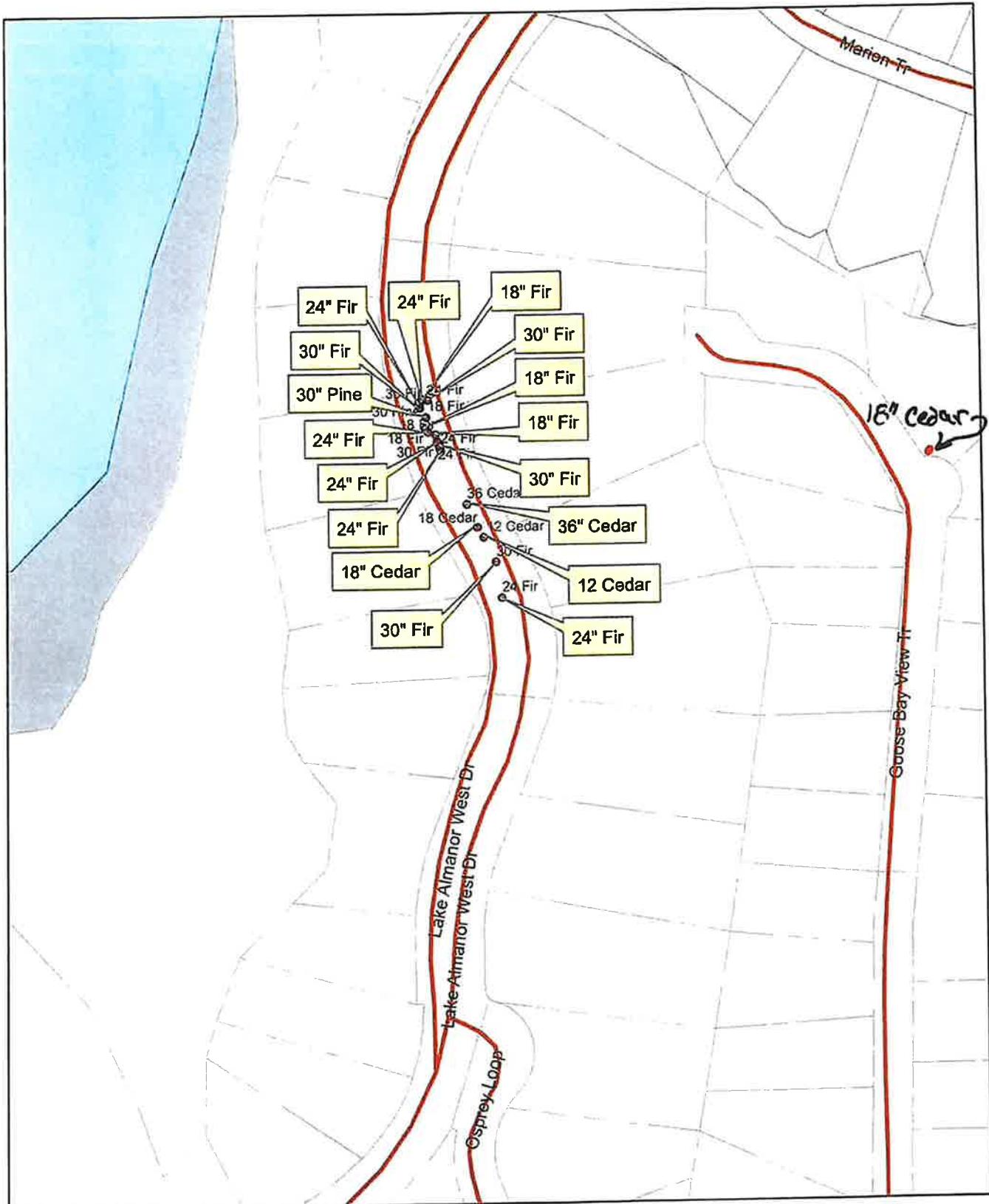
Lake Almanor West Dr

- 24" Fir
- 24" Fir
- 30" Fir
- 30" Pine
- 24" Fir
- 24" Fir
- 24" Fir
- 18" Cedar
- 30" Fir
- 24" Fir
- 12" Cedar
- 36" Cedar
- 30" Fir
- 18" Fir
- 18" Fir
- 30" Fir
- 18" Fir

Goose Bay View Tr

- 18" Cedar

See attached map for additional location information.



Hazard Trees Lake Almanor West Dr



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 20, 2022

SUBJECT: Approve and authorize the Chair to sign Amendment No. 14 to the Agreement between the County of Plumas and MGE Engineering, Inc. for On-call Civil Engineering Services for Hydraulics Studies for the Camp Layman Road Bridge Rehabilitation Project; not to exceed \$25,485.82; approved as to form by County Counsel.

Recommendation

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 14 to the Professional Services Agreement between the County of Plumas and MGE Engineering, Inc. for On-call Civil Engineering Services for completion of the Location Hydraulics Study and the Summary Floodplain Encroachment Report for the Camp Layman Road Bridge Rehabilitation Project in the amount not to exceed \$25,485.82.

Background and Discussion

Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc. (MGE), is requesting civil engineering services for completion of the Location Hydraulics Study (LHS) and the Summary Floodplain Encroachment Report (SFER) for the Camp Layman Road Bridge Rehabilitation Project. The project site is located on County Road 515 (Camp Layman Road) over the Middle Fork of the Feather River near the unincorporated communities of Camp Layman and Two Rivers. This bridge provides access to federal and private timber lands and cabins on lease lots on federal land. The project includes necessary repairs to the bridge to extend its useful life while avoiding a complete bridge replacement project which would be very costly. The proposed scope includes reviewing the potential for a bridge deck upgrades and painting of all structural steel components.

Completion of the LHS and SFER studies will complete the NEPA environmental phase of the project and allow the County to complete CEQA documentation for the project through the Planning Department. The project is federally funded through the federal Highway Bridge Program at a 100% reimbursement rate. The program is administered by Caltrans' Local Assistance Program.

The attached Amendment No. 14 has been approved as to form by the County Counsel's Office.

Action:

Authorize Execution of Amendment No. 14 to Professional Services Agreement between the County of Plumas and MGE Engineering, Inc. for On-call Civil Engineering Services for Hydraulics Studies for the Camp Layman Road Bridge Rehabilitation Project in the amount not to exceed \$25,485.82.

Attachments:

1. MGE Engineering Amendment 14

AMENDMENT NO. 14
to the
PROFESSIONAL SERVICES AGREEMENT

**On-Call Civil Engineering Services for
Transportation Improvement Projects
For the
Camp Layman Road Bridge Rehabilitation Project**

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

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is requesting design engineering services in support of the Camp Layman Road Bridge Rehabilitation Project.

The project is federally-funded through the Highway Bridge Program (HBP) with oversight and administration by the Caltrans' Local Assistance Program.

Scope of Work

The Scope of Work shall include the tasks as set forth in the Scope of Work, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "A" and incorporated herein by reference. The cost of the project is Twenty-five Thousand, Four Hundred Eighty-Five Dollars and Eight-Two Cents (\$25,485.82).

Project Schedule.

The Consultant shall complete the project as specifically set forth in the Project Schedule, which is attached hereto as Exhibit "C" and incorporated herein by this reference. Work may commence on the date of execution of this amendment.

Other Contract Provisions.

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

Consultants Initials

MM County Initials

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 14 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS
A political subdivision of the State of California

Date: _____

Kevin Goss, Chair
Board of Supervisors

ATTEST:

Date: _____

Heidi White
Clark of the Board of Supervisors

CONSULTANT
MGE Engineering, Inc.

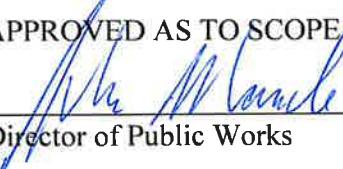
Date: _____

Robert E. Sennett, Vice President

Date: _____

Fred Huang, Chief Financial Officer

APPROVED AS TO SCOPE OF WORK:


Director of Public Works

Date: 12/1/22

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

Date: 12/6/2022

Taxpayer ID Number – 68-0231292

Attachments: A - Fee Schedule
B – Scope of Work
C – Project Schedule

____ Consultants Initials

 County Initials

Exhibit A

MGE Engineering
FEE ESTIMATE PROPOSAL - CAMP LAYMAN ROAD BRIDGE PRELIMINARY DESIGN
 HYDRAULIC STUDY REPORT
 BRIDGE No. 9C0095 BRLO-5909(100)

		Billing Rate (\$/hour)					
Task	Project Manager	R. Sennott	W. Schenell	B. Rödital	K. Wang	Staff	Staff
Task 1	Project Management						
1.1	Communications and Coordination	8					8
1.2	Meetings	4			2		6
1.3	Project Schedule	2					2
1.4	Progress Reports & Invoicing (Assume 5 month duration)	8					\$1,657.79
	Preliminary Design Hydraulic Study Report	22	0	2	0	20	28
	Task 1 Total Hours						\$2,477.04
Task 2	Preliminary Design Hydraulic Study Report						
2.1	Obtain and Review Existing Project Documentation				12		12
2.2	Estimate Hydrology				12		12
2.3	Hydraulic Analysis				20		20
2.4	Scour and Bank Protection				8		8
2.5	Draft/Final Preliminary Design Hydraulic Study Report				24		24
	Task 2 Total Hours						\$5,031.31
	Total MGE Project Hours/Costs	22	0	78	0	20	120
							\$25,485.82
							Exclusion
							\$0.00
							ODC's
							Total =
							\$25,485.82

EXHIBIT B

SCOPE OF WORK

CAMP LAYMAN ROAD BRIDGE PRELIMINARY DESIGN HYDRAULIC STUDY REPORT

MGE's proposed scope of work to successfully complete the Preliminary Design Hydraulic Study Report for the Camp Layman Road Bridge project, delineated by major and minor work tasks is outlined as follows:

TASK 1 - PROJECT MANAGEMENT

This task includes the following subtasks:

TASK 1.1 - COMMUNICATION AND COORDINATION

MGE will work closely with and coordinate with the County and Caltrans staff as required to facilitate and ensure successful project delivery. This will include written communication via telephone or email as well as virtual meetings as required throughout the duration of this Contract Amendment.

TASK 1.2 - MEETINGS

MGE will participate in virtual meetings as necessary to complete the Draft and Final Preliminary Design Hydraulic Study Reports. MGE anticipates participating in a total of 3 meetings.

TASK 1.3 - PROJECT SCHEDULE

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

TASK 1.4 - PROGRESS REPORTS & INVOICING

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

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

TASK 2 – PRELIMINARY DESIGN HYDRAULIC STUDY REPORT

This task includes the following subtasks:

TASK 2.1 - OBTAIN AND REVIEW EXISTING PROJECT DOCUMENTATION

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

Deliverable: None.

TASK 2.2 – ESTIMATE HYDROLOGY

This task involves estimating the design discharges through evaluation and analysis of the watershed. No less than two methods for development of design discharges will be employed to meet Caltrans requirements. Design discharges and documentation of the work in this task will be included in the Preliminary Hydraulic Report.

Deliverables: None, design discharges will be included in the Preliminary Hydraulic Report.

TASK 2.3 – HYDRAULIC ANALYSIS

Based on survey information, MGE will develop an existing conditions HEC-RAS model for the crossing. Calibration data will be researched to determine if any high-water elevations were documented for the flood of record. If necessary, the model will be revised to incorporate any proposed modifications to the crossing. Model results including water surface elevation, velocities, and freeboard considering debris will be determined for the range of design discharges. Results from the hydraulic analysis will be provided in both tabular as well as graphical output formats. Assumptions: It is assumed that the proposed bridge modifications will not increase the water surface elevation.

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

TASK 2.4 – SCOUR AND BANK PROTECTION

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

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

TASK 2.5 – DRAFT/FINAL PRELIMINARY DESIGN HYDRAULIC STUDY REPORT

This task includes completion of a Draft and Final Preliminary Hydraulic Design Study Report documenting the hydrology, hydraulics, scour and bank protection for the bridge. The Draft Report will be revised based on review comments received and resubmitted as a Final Preliminary Hydraulic Design Study Report.

Deliverables: The Preliminary Hydraulic Report will be revised and presented as the Final Hydraulic Report, including the Location Hydraulic Study (LHS) and Summary Floodplain Encroachment Report (SFER) forms..

EXHIBIT C

SCHEDULE

Anticipated schedule durations are as follows:

H&H Analysis and Prepare Draft Preliminary Design Hydraulic Study Report – 8 weeks

County & Caltrans Review – 8 weeks

Respond and resolve review comments and finalize Preliminary Design Hydraulic Study Report – 4 weeks

Total anticipated duration = 20 weeks



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 20, 2022

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and Hunt and Sons, Inc. for Fuel and Furnace Oil Purchase Delivery; not to exceed \$600,000.00; approved as to form by County Counsel.

Recommendation

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a purchase agreement with Hunt & Sons, Inc. not to exceed \$600,000.00 for the purchase of fuel and furnace oil.

Background and Discussion

This Agenda Request pertains to the need by the Department of Public Works to purchase fuel and heating oil as identified in the FY22/23 annual budget.

The anticipated cost of the fuel and heating oil, following staff reviews of the submitted bids received on December 1, 2022 is not expected to exceed \$600,000 for the 2023 calendar year as outlined in the attached purchase agreement.

The attached purchase agreement has been reviewed and approved as to form by County Counsel.

Funding for this purchase agreement is included in the Budget adopted by the Board of Supervisors on September 30, 2022.

Action:

Award of Purchase Agreement for Fuel and Furnace Oil Purchase Delivery from Hunt and Sons, Inc. in the amount of Six Hundred Thousand Dollars and 00/100 (\$600,000.00).

Attachments:

1. Hunt and Sons Services Agreement

Contractor 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 Public Works Department (hereinafter referred to as "County"), and **Hunt & Sons, Inc.**, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Six Hundred Thousand Dollars and No/100 (\$600,000.00)**.
3. **Term.** The term of this agreement shall be from January 1, 2023 through December 31, 2023; 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  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.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

 COUNTY INITIALS

- 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

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Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. **Choice of Law.** The laws of the State of California shall govern this agreement.
15. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. **Headings.** The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.



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COUNTY INITIALS

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CONTRACTOR INITIALS

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

County:

Plumas County Department of Public Works
1834 E. Main St
Quincy, CA 95971
Attention: Administrative Services Officer

Contractor:

Hunt & Sons, Inc.
188 Crescent St.
Quincy, CA 95971
Attention: Ken Macklin

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

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

24. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

25. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

 COUNTY INITIALS  CONTRACTOR INITIALS

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

 COUNTY INITIALS

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

CONTRACTOR:

Hunt & Sons, Inc.,
a California Corporation

By: 

Name: Josh Hunt
Title: Chief Executive Officer, and
Chief Financial Officer
Date signed:

COUNTY:

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

By: 

Name: John Mannie
Title: Public Works Director
Date signed:

By: _____

Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By: _____

Name: Heidi White
Title: Clerk of the Board
Date signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

12/8/2022


COUNTY INITIALS

EXHIBIT A

Scope of Work

1. Deliver Clear Diesel Fuel, Gasoline Fuel, and High Sulfur Burner Fuel to the following Plumas County Public Works Maintenance Yards:
 - a. Chester Yard, 1033 State Route 36, Chester, CA 96020
 - b. Graeagle Yard, 1091 Maricopa Trail, Graeagle, CA 96103
 - c. Beckwourth Yard, 240 Beckwourth-Genesee Road, Beckwourth, CA 96129
 - d. Greenville Yard, 36 Williams Valley Road, Greenville, CA 95947
 - e. LaPorte Yard, 2020 Church Street, LaPorte, CA 95981
 - f. Quincy Yard, 1834 East Main Street, Quincy, CA 95971
2. All of the below listed fuel tanks are to be kept on a "Keep Full" basis unless otherwise noted

<u>Yard</u>	<u>Gallons</u>	<u>Fuel Type</u>	<u>Notes</u>
Quincy	10,000	Clear Diesel	On-Call
	2,000	Gasoline	On-Call
	2,000	HS Burner #1	
	1,000	HS Burner #2	
	1,000	HS Burner #3	
	1,000	HS Burner #4	
Chester	2,000	Clear Diesel	
	2,000	Gasoline	
	1,000	HS Burner	
Graeagle	2,000	Clear Diesel	
	2,000	Gasoline	
Beckwourth	2,000	Clear Diesel	
	2,000	Gasoline	
	1,000	HS Burner	
Greenville	2,000	Clear Diesel	
	2,000	Gasoline	
	1,000	HS Burner	
LaPorte	2,000	Clear Diesel #1	
	2,000	Clear Diesel #2	
	350	Gasoline	

3. The County estimates that its requirement for Fuel during the initial term are as follows (all quantities in gallons):

<u>Yard</u>	<u>Clear Diesel</u>	<u>Gasoline</u>	<u>HS Burner</u>
Beckwourth	12,000	3,000	4,000
Greenville	11,000	2,000	4,000
Chester	22,000	4,000	6,000
Quincy	51,000	12,000	14,300
Graeagle	14,000	1,500	0
La Porte	15,000	200	0

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EXHIBIT B

Fee Schedule

1. The price shall be the Contractor's rack price on date of filling, plus
 - a. All applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on fuel furnished to the County, and
 - b. All delivery charges, fees, and related costs incurred by the Contractor in delivering fuel to the County.
2. Payment under this contract shall not exceed Six Hundred Thousand dollars and no cents (\$600,000.00).
3. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by the Contractor under this Agreement which have been completed to the County's sole satisfaction.

 COUNTY INITIALS



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 8, 2022
TO: The Honorable Board of Supervisors
FROM: Keevin Allred, Chief Probation Officer
SUBJECT: Board Agenda for December 20, 2022
RE: Approval of Contact between the Plumas County Probation Department and Ing Consulting, Inc. dba Ing Counseling.

Recommendation:

Approve and authorize the Chair to sign a Services Agreement between the Plumas County Probation Department and Ing Consulting, Inc. dba Ing Counseling for psychosexual evaluation, not to exceed \$4000.00 in Fiscal Year 2022-2023 and to be paid via grant funding, approved as to form by County Counsel.

Background:

Plumas County Probation is seeking to contract with Ing Counseling in order to provide a specialized Court-ordered psychosexual assessment that is currently not offered via our current partners.

Due to the price, the intent is to only offer it to a single client in the 2022-2023 Fiscal Year, paid via the Youthful Offender Block Grant – 20415.

The services will be performed at Ing Counseling's offices in Reno, Nevada. Consideration for further collaboration in ongoing fiscal years may occur should the services prove necessary and valuable.

Therefore, it is respectfully requested that the Board of Supervisors approve and authorize the Chair to sign the contract.

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 **Probation Department** (hereinafter referred to as "County"), and Ing Consulting, Inc. dba Ing Counseling., a Nevada corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Four-Thousand Dollars (\$4000.00).
3. Term. The term of this agreement shall be from June 1, 2022 through May 31, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from June 1, 2022 to the 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.

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

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- 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

_____ COUNTY INITIALS

- 3 - CONTRACTOR INITIALS 

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. **Choice of Law.** The laws of the State of California shall govern this agreement.
15. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. **Headings.** The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

_____ COUNTY INITIALS

- 4 - CONTRACTOR INITIALS 

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

County:

Plumas County Probation Department
County of Plumas
270 County Hospital Road Suite 128
Quincy, CA 95971
Attention: Keevin Allred

Contractor:

Ing Consulting, Inc. dba Ing Counseling
3500 Lakeside Court Suite 130
Reno, Nevada 89509
Attention: Sharon Ing

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

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

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

 COUNTY INITIALS

- 5 - CONTRACTOR INITIALS 

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

_____ COUNTY INITIALS

- 6 - CONTRACTOR INITIALS *CGM*

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

CONTRACTOR:

Ing Consulting Inc., A Nevada corporation

By: SBIna
Name: Sharon Ing
Title: CEO/CFO
Date signed: 11-23-22

COUNTY:

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

By: KAlfred
Name: Keevin Alfred
Title: Chief of Probation
Date signed:

By: _____
Name: Kevin Goss
Title: Chairperson – Board of Supervisors
Date signed:

ATTEST:

By: _____
Name: Heidi White
Title: Clerk of the Board

Approved as to form:

JB
Joshua Brechtel
Deputy County Counsel I

11/17/2022

_____ COUNTY INITIALS

- 7 - CONTRACTOR INITIALS SBIna

EXHIBIT A

Scope of Work

1. When requested to do so by the Chief Probation Officer, Superior Court, or Juvenile Court, CONTRACTOR shall independently conduct a psychosexual evaluation and prepare a written report of their findings. It is the intent of the parties that the reports shall be delivered to the Court via the Probation Department within five (5) calendar days of interviewing the Subject.
 - a. The CONTRACTOR shall usually include, but not be limited to, a review of the legal file, interviews with the parties involved, including probation personnel and obtain information from collateral sources (i.e. schools, probation, counselors, etc.).
 - b. All evaluations prepared by the CONTRACTOR shall include summaries of interviews and file reviews, the name and description of test instruments administered and results of those tests, and a recommendation for a treatment plan, including placement, custody, further counseling, supervision levels, etc., while under the jurisdiction of the Court.
 - c. The referring agency shall complete a referral form for each case and send it to the CONTRACTOR by the day of the testing, along with other relevant information to be reviewed.
2. CONTRACTOR will provide:
 - a. A dedicated telephone line for direct referrals and all services and supplies related to the preparation of evaluations.
 - b. Documentation (invoices) concerning payments from the Probation Department, to facilitate reimbursement from clients, MediCal, etc.
3. Services provided shall be performed by the CONTRACTOR within their office, located at 3500 Lakeside Court Suite 130, in Reno, Nevada.
4. It is the intent of the parties to create an independent contractor relationship. CONTRACTOR acknowledges and agrees that neither the Probation Department nor the Court will be responsible for the withholding or payment of federal or state income taxes, Social Security, Workers Compensation coverage, unemployment insurance, nor disability insurance. It is understood that CONTRACTOR works as an independent contractor and does not hereby become an employee of the county or the court.

_____ COUNTY INITIALS

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EXHIBIT B

Fee Schedule

Compensation shall be as follows:

- a. Psychosexual evaluations: CONTRACTOR will be paid \$ 3,200.00 at a maximum for each full psychosexual evaluation.
 - a. In the event of excessive documents, audio and/or video, CONTRACTOR will be paid an additional \$320.00 per hour.
- b. Invoices shall contain details of the services rendered. County shall pay Contractor for said services within thirty (30) days of receipt of invoice.

 COUNTY INITIALS

- 9 - CONTRACTOR INITIALS CGB



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Martee Nieman (Graham), Acting Auditor

MEETING DATE: December 20, 2022

SUBJECT: Authorize Auditor/Controller to allow extra help employees to work more than 29 hours per week.

Recommendation

Authorize Auditor Controller to allow extra temporary help employees to work more than 29 hours per week for 90 days.

Background and Discussion

The Auditor Controller employs extra help employees that were hired to help out during vacancies in the department created by resignations and illnesses. The department has another employee out and will have an extra help position employee leaving in January. The Auditor Controller Office is entering the critical time of end of calendar year procedures, and the timeline of the 21/22 Audit. In anticipation of this, the Auditor Controller is asking for authorization to work extra temporary help employees more than 29 hours per week when needed for a period of 90 days.

Action:

Attachments:

None



**PLUMAS COUNTY
MUSEUM
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Paul Russell, Museum Director

MEETING DATE: December 20, 2022

SUBJECT: Approve and authorize closure to the public, of the Plumas County Museum, for the months of January and February 2023 to enable staff and volunteers to conduct cataloging and accessioning of collections, revision of exhibit displays and other museum work not compatible with public interaction.

Recommendation

Recommended by the Museum Director, Plumas County Museum Board of Trustee, Museum Board of Directors

Background and Discussion

Over the past several years, the Plumas County Museum has been authorized to close to the public for the months of January and February to allow staff and volunteers the ability to sort, catalog, accession, and otherwise take care of the numerous items in our collection.

Action:

Attachments:

1. Request to Close

Plumas County MUSEUM

500 JACKSON STREET • QUINCY, CALIFORNIA 95971 • (530) 283-6320

December 6, 2022

TO: Honorable Board of Supervisors
FROM: Paul Russell, Museum Director
RE: Request to Close Museum January & February 2023

Over the past several years (excluding 2021 & 2022) the Plumas County Museum has been authorized to close to the public for the months of January and February to allow staff and volunteers the ability to sort, file, catalog, accession, and otherwise take care of the numerous items in our collections. The time also allows us time and space to create new displays and renovate existing ones, as well as work with the collections in the upstairs and back storage areas away from the front of house of the Museum. At the same time, we are fulfilling numerous requests from the public via email, phone and often in person.

At this time, the Museum has several exhibit cases that require updating and re-working. This necessitates removal of the entire case contents, preparation and building of new exhibit materials, including text and photographs, etc., and this is something we cannot do when we have visitors. We will however, still be accommodate scheduled research appointments and other special requests.

It is the recommendation of the Museum Director, the Plumas County Museum Board of Trustees and the Museum Board of Directors that the Board of Supervisors grant this request.

Any questions may be directed to Paul Russell, Museum Director, 283-6320 or pcmuseum@psln.com.

Thank you.



**PLUMAS COUNTY
ASSESSOR'S OFFICE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Cynthia Froggatt

MEETING DATE: December 20, 2022

SUBJECT: Authorize the County Assessor to recruit and fill funded and allocated; 1.0 FTE Assistant Assessor; vacancy due to retirement.

Recommendation

Approve and authorize the County Assessor to recruit and fill allocated and funded position of 1 FTE Assistant Assessor in the Assessor's office.

Background and Discussion

Due to the retirement of Assessor, Chuck Leonhardt in 2021, there has been a vacancy in our front office that is essential to the operations in the Assessor's office. On July 2nd 2021, the Beckwourth Fire started, then on July 13th 2021, the Dixie Fire started and continued for several months. When there is a calamity such as a fire, there is a tremendous amount of work put on our office as we are responsible for assessing properties and maintaining mailing addresses accurately. Which includes adjusting structure value when necessary. Our office worked diligently to make sure that all of the properties that were affected had an adjustment made and received the correct tax bill(s). We will continue monitoring the affected parcels for years to come as the re-building process continues. With current staffing levels, this office is unable to absorb this additional work-load without falling behind on our normal responsibilities. We pride ourselves on putting out a timely and accurate tax roll. Our most immediate need is to be able to train someone to learn all of the front office operations. This position will allow our office to bring our work-load current which will provide benefits to GIS, Law Enforcement, service providers, the Assessor, Auditor, Tax Collector and ultimately the taxpayers who support our local government. The position requested is for an Auditor/ Appraiser I/II/III or Assistant Assessor for Department 20060.

It is critical that the Board authorize the Assessor to fill this position in order for the Assessor's Office to maintain vital service to the public in these difficult economic times. This vacant position has left the front office with only one Property Tax Assessment Specialist II and one Cadastral Draftsman who are providing our front-line customer service. Given the current workload in the department, we cannot afford to not have staff. One of our accomplishments through the years has been great customer service. At the current staffing level, our office will have longer response times.

Action:

The Assessor respectfully requests the approval to fill the position of Assistant Assessor or Assistant Assessor for Department 20060.

Attachments:

1. Critical Questionair & Org Chart

PLUMAS COUNTY ASSESSOR

1 Crescent Street • Quincy, CA 95971-9114 • (530) 283-6380 • Fax (530) 283-6195



Assistant Assessor

CYNTHIA L. FROGGATT
ASSESSOR

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
Yes! The recent retirement of the Assessor prompted the Appointed Assessor to review the office structure and consider leadership development for long term succession planning. This position will not result in an increase in total FTEs for the office.
- Why is it critical that this position be filled at this time?
The retirement and promotion of long term members of the management team prompted a the need of another person in the front office. This position will fill the need of another technical employee in the front office.
- How long has the position been vacant?
The position has been vacant since the promotion of the Assistant Assessor to Assessor in February 2021. This position will not result in an increase of total FTEs for the office.
- Can the department use other wages until the next budget cycle?
N/A
- What are staffing levels at other counties for similar departments and/or positions?
Plumas County appraisal staffing is at the higher end of the range in terms of similar counties, however overall staffing is at the lower end of the range. Plumas County is in the higher end of the range as far as workload, which justifies the larger appraiser allocation. Plumas County is among the lowest in overall staffing. This is in part due to the Property Tax Specialist positions that have been shed in recent years due to budget reductions.
- What core function will be impacted without filling the position prior to July 1?
The inner workings of the office will be impacted as far as keeping our valuation process up to date and allowing the Department to close the taxroll accurately and on time. This position has already been included in the 2022-2023 budget process.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? *The position has already been included in the 2022-2023 budget process.*

- 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
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? *No, other than pending assessment appeals.*
- 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? *The Assessor's Office is a General Fund Department*
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? *The Assessor's Office does not have a reserve fund.*

CRITICAL STAFFING COMMITTEE REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: August 5, 2022

DEPARTMENT TITLE: Assessor 20060

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: Assessor 20060

POSITION TITLE: Auditor/Appraiser OR Assistant Assessor

IS POSITION CURRENTLY ALLOCATED? YES XX NO

For Committee use only

Date of Committee Review: _____

Determination of Committee? Recommended
 Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: Approved Denied

Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

ASSESSOR	20060	5,000	50 filled	0,000
Assessor:				
Chief Appraiser		1,000	1.0 Cynthia Froggatt	
Auditor/Appraiser I/II/III OR:		1,000	1.0 Amy Hendrickson	
Assistant County Assessor		1,000	1.0 VACANT	
Appraiser I/II/III OR		3,000	1.0 Windi Lambach (III)	
Appraiser Assistant			1.0 Lisa Davis (III)	
Department Fiscal Officer I/II OR		0,000	1.0 Lisa Beck (II)	
Assessor's Officer Manager		0,000		
GIS Technician		0,000		
Cadastral Drafting Specialist		1,000	1.0 Cory Bromby	
Property Tax Assessment Technician OR		1,000	1.0 Stephanie Edwards (II)	
Property Tax Assessment Specialist I/II				

2022

ASSESSOR'S OFFICE ORGANIZATIONAL CHART

ASSESSOR

CINDIE FROGGATT

Phone 530-283-6152

CINDIEFROGGATT@COUNTYOFPLUMAS.COM

ASSISTANT ASSESSOR

VACANT

CHIEF APPRAISER

AMY HENDRICKSON

Phone 530-283-6592

AMYHENDRICKSON@COUNTYOFPLUMAS.COM

CADASTRAL MAPPING SPECIALIST

CORY BROMBY

Phone 530-283-6223

CORYBROMBY@COUNTYOFPLUMAS.COM

APPRAISER III

WINDI LAMBACH

Phone 530-283-6458

WINDILAMBACH@COUNTYOFPLUMAS.COM

APPRAISER III

USA DAVIS

Phone 530-283-6230

USADEVIS@COUNTYOFPLUMAS.COM

APPRAISER III

USA BECK

Phone 530-283-6230

USABECK@COUNTYOFPLUMAS.COM

PROPERTY TAX ASSESSMENT SPECIALIST II

STEPHANIE EDWARDS

Phone 530-283-6380

STEPHANIEEDWARDS@COUNTYOFPLUMAS.COM



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Chad Hermann, Undersheriff

MEETING DATE: December 20, 2022

SUBJECT: Authorize no contract payment of \$24,060.25 to PG&E for connection to the new Plumas County Correctional Facility; discussion and possible action. Roll call vote

Recommendation

Recommend the Board of Supervisors to authorize the Plumas County Auditor to make payment in the amount of twenty-four thousand, sixty dollars and twenty-five cents, (\$24,060.25) to PG&E for the connection of electrical services to the new Plumas County Correctional Facility which is currently under construction.

Background and Discussion

Plumas County was the recipient of a twenty-five million dollars, (\$25,000,000.00) grant under SB-844 and recently began construction on the project. PG&E will need to install new electrical lines and install a new transformer to provide electrical services to the building. PG&E requires the payment agreement to be paid prior to the installation. Based on the limited county finances available for the project and the unlikelihood of additional non-county buildings being constructed in the vicinity, the option of paying the non-refundable 50% discount amount of twenty-four thousand, sixty dollars and twenty-five cents, (\$24,060.25) was selected.

Action:

The Plumas County Sheriff's Office requests the Board of Supervisors to authorize the Plumas County Auditor to make payment in the amount of twenty-four thousand, sixty dollars and twenty-five cents, (\$24,060.25) from Criminal Justice Construction Fund, account 20293-521900 to PG&E for the connection of electrical services to the new Plumas County Correctional Facility which is currently under construction. This payment would count towards "match funding" as part of the SB-844 grant requirements.

Attachments:

1. JAIL PGE CONTRACT, 2022



Customer Payment Coupon

October 03, 2022

County of Plumas
1400 E. Main Street
QUINCY, CA 95971

References	
Notification #	123560983
Contract #	50069337 V1
E15-PM #	35377666
E16-PM #	35377666
Customer #	3446876

Customer Payment Summary

56 ABERNETHY LANE, QUINCY

Please pay the Total Due based upon the payment option(s) you selected on page two of the enclosed Gas and Electric Extension Agreement.

Payment Options	Subtotal	Total Due
10-Year Refundable Advance Option Gas and Electric	\$51,867.72	\$49,367.72
Non-Refundable 50 percent Discount Option for Gas and Electric	\$26,560.25	\$24,060.25
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	\$26,560.25	\$24,060.25
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	\$51,867.72	\$49,367.72

The Total Due for each payment option above includes

Advance Credit	(\$2,500.00)
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Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at pge.com/contractpayments

To complete your contract BY MAIL

- Please make check payable to: **PG&E or Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- Remit payment and SACAC form to:**
PG&E CFM/PPC Department
PO BOX 997340
Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at pge.com/cco.

To learn more about PG&E's gas and electric safety initiatives and resources please visit pge.com/safety.

**Have Questions?
Please Call**



123560983



Gas and Electric Extension Agreement*

October 03, 2022

County of Plumas
1400 E. Main Street
QUINCY, CA, 95971
Dear Chad Hermann

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

Re: 56 ABERNETHY LANE, QUINCY

For Internal Use	
Notification #	123560983
Contract #	50069337 V1
E-PM #	35377666
G-PM #	
E-Prior MLX/PM#	
G-Prior MLX/PM#	
Customer #	3446876

Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION		ELECTRIC SERVICE			
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E					X	X				X
Customer								X		

GAS ELECTRIC

Total non-refundable project costs	\$0.00	\$1,252.76
Refundable extension costs	\$0.00	\$53,344.97
Allowances (credit)	-	\$0.00 - \$2,730.01
Net refundable amount	=	\$0.00 = \$50,614.95

10 YEAR REFUNDABLE OPTION

Net refundable amount	\$0.00	\$50,614.95
Credit for value of design and/or facilities provided by applicant	-	\$0.00 - \$0.00
Total non-refundable project costs	+	\$0.00 + \$1,252.76
Total (if you select this option)	=	\$0.00 = \$51,867.72

NON-REFUNDABLE 50% DISCOUNT OPTION

Net refundable amount	\$0.00	\$50,614.95
Discount: 50% of Net refundable amount	-	\$0.00 - \$25,307.47
Credit for value of design and/or facilities provided by applicant	-	\$0.00 - \$0.00
Total non-refundable project costs	+	\$0.00 + \$1,252.76
Total (if you select this option)	=	\$0.00 = \$26,560.24

Potential refund per residential lot/unit

\$0.00

\$0.00

Potential reimbursement per service completion

Pressurized or energized system

\$0.00

\$0.00

Not pressurized or energized system

\$0.00

\$0.00

Reimbursement for other work performed

\$0.00

\$0.00

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.



123560983

Page 1 of 2

DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to deficiency billing if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

* Automated document,
Preliminary Statement, Part A

Form 79-1169
Advice 3579-GM807-E
March 2015

PG&E refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. © 2015 Pacific Gas and Electric Company. All rights reserved.



Gas and Electric Extension Agreement*

Select one of the following payment options.

- 10-Year Refundable Option for Gas and Electric
- Non-Refundable 50 Percent Discount Option for Gas and Electric
- 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric
- Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric

Gas	Electric	Advance	Total Due
\$0.00	\$51,867.72	SEE PMT CPN	\$51,867.72
\$0.00	\$26,560.25	SEE PMT CPN	\$26,560.25
\$0.00	\$26,560.25	SEE PMT CPN	\$26,560.25
\$0.00	\$51,867.72	SEE PMT CPN	\$51,867.72

Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

Sign and return this contract as indicated below.

- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from October 03, 2022. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact Todd Cash at 530-894-4781 or by email at TCCB@PGE.COM.

ADDITIONAL INFORMATION

What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

Customer

Agreed and accepted by:

County of Plumas, A GOVERNMENT AGENCY

Authorized Signatory Chad Hermann

Title Plumas Co Sheriff

Signature 

Date Nov. 30th, 2022

* Automated document,
Preliminary Statement, Part A

Form 79-1169
Advice 3579-G/4607-E
March 2015

*PG&E's terms in Pacific Gas and Electric Company, a subsidiary of PG&E Corporation, f/k/a 2015 Pacific Gas and Electric Company. All rights reserved.



123560983



October 03, 2022

STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.*

Project Name: Plumas County Jail and DRC

Project Location: 56 ABERNETHY LANE, QUINCY

Notification Number: 123560983

PM Number(s): (Gas) (Electric) 35377666

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS

Residential Service Facilities:

Applicant: \$ _____

PG&E: \$0.00

Number of gas service: 0

Applicant: \$ _____

PG&E: \$0.00

Stubs: 0 Number of Electric service: 0

ELECTRIC

Residential Service Facilities:

Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.

Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.



123560983

Page 1 of 2

* Automated document, Preliminary Statement, Part A

Form 79-1003
Tariffs and Compliance
Advice 2458-G-C/2379-E
Decision 03-03-032
Effective: July 1, 2004

GAS

Gas Distribution Facilities
and Non-Residential Service Services:

Applicant: \$

PG&E: \$0.00

ELECTRIC

Electric Distribution Facilities
and Non-Residential Service Services:

Applicant: \$

PG&E: \$30,700.93

GAS DISTRIBUTION TRENCH

Applicant: \$

PG&E: \$0.00

Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.

Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

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

APPLICANT'S ELECTION NOT TO PROVIDE COSTS: (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on 11/30/2022 at Quincy
(Date) (City)

By: Chad Hermann

Print Applicant Name: County of Plumas, A GOVERNMENT AGENCY

Signed: 

Title: Plumas Co Sheriff



123560983

Page 2 of 2

* Automated document. Preliminary Statement, Part A

Form 79-1003
Tariffs and Compliance
Advice 2458-G-C/2379-E
Decision D3-03-032
Effective: July 1, 2004



Pacific Gas and Electric Company
**Detailed Cost Sheet - Electric Distribution
 and Service Extension Costs**

October 03, 2022

References	
Notification #	123560983
Contract #	50069337 V1
E15-PM #	35377666
E16-PM #	35377666
Customer #	3446876

Applicant: **Chad Hermann**

Project Location/Name **56 ABERNETHY LANE, QUINCY**

Cost Breakdown

Total number of residential lots/units for this project: **0**
 Total number of non-residential lots/units for this project: **1**
 Total number of combined meters: **1**

Cost of Services:

Engineering & Administrative Costs			<u>\$0.00</u>	
Including Applicant Design Value of			<u>\$0.00</u>	
Service Tie-In Cost (Energized) by PG&E	(+)		<u>\$0.00</u>	
Service Tie-in Cost by Applicant	(+)		<u>\$0.00</u>	
Electric Metering	(+)		<u>\$0.00</u>	
Others (N/A)	(+)		<u>\$0.00</u>	
Inspection Fees	(+)		<u>\$0.00</u>	
Service Cost - PG&E installed	# Services	0	(+)	<u>\$0.00</u>
Service Cost - Applicant installed	# Services	0	(+)	<u>\$0.00</u>
Total Estimated Cost of Service Subject to Allowance			(=) <u>\$0.00</u>	
Including Net Joint Pole Credit Value of			<u>\$0.00</u>	

Cost of Service Within Allowance:

less Total Residential Service Allowance (not to exceed Total Estimated Cost of Service Subject to Allowance)			
\$0.00	X 0	=	(-) <u>\$0.00</u>
Excess Service Cost		(=)	<u>\$0.00</u>
Estimated Service Cost Within Allowance (Total less Excess)		(=)	<u>\$0.00</u>
Average Cost per Lot or Unit Within Allowance			
\$0.00	/ 0	=	<u>\$0.00</u>

Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

\$0.00	-	\$0.00	=	<u>\$0.00</u> **
Allowance		Ave. Cost / Unit		

Allowances

Residential:

<u>\$0.00</u>	<u>X</u>	<u>0</u>	<u>=</u>	<u>\$0.00</u>
plus ITCC @ <u>24%</u>	Residential Allowances		(+)	<u>\$0.00</u>
SUB TOTAL Residential Allowances			(=)	<u>\$0.00</u>
Non-Residential: <u>\$324.96</u>	/	<u>0.1476</u>	=	<u>\$2,201.62</u>
Net Annual Revenue	Cost-of-Service-Factor			
plus ITCC @ <u>24%</u>	Non-Residential Allowances		(+)	<u>\$528.39</u>
SUB TOTAL Non-Residential Allowances			(=)	<u>\$2,730.01</u>
less Residential Service Allowance:				
(<u>0</u> Lots/Units <u>X</u> <u>\$0.00</u> Ave. Cost / Unit) + <u>24%</u> ITCC =				<u>\$0.00</u>

Total Distribution Line Extension Allowance (=) \$2,730.01**Amount Subject to Refund**

Engineering & Administrative Costs		<u><u>\$9,991.46</u></u>
Including Applicant Design Value of	<u><u>\$0.00</u></u>	
Tie-In of Distribution by PG&E	(+)	<u><u>\$134.45</u></u>
Electric Metering (Non-Residential Projects)	(+)	<u><u>\$1,973.58</u></u>
Other Taxable charges (N/A)	(+)	<u><u>\$0.00</u></u>
PG&E installed - Cost of Distribution Line and Non-Res Svcs.	(+)	<u><u>\$30,700.93</u></u>
Applicant installed - Cost of Distribution Line and Non-Res Svcs.	(+)	<u><u>\$0.00</u></u>
Value of Distribution Substructures	(+)	<u><u>\$219.72</u></u>
Inspection Fees	(+)	<u><u>\$0.00</u></u>
SUB TOTAL	(=)	<u><u>\$43,020.14</u></u>
Including Net Joint Pole Credit Value of	<u><u>\$0.00</u></u>	
plus ITCC @ 24%	(+)	<u><u>\$10,324.83</u></u>
Total Refundable Amount	(+)	<u><u>\$53,344.97</u></u>
Less Total Allowances (not to exceed Total Refundable Amount)	(-)	<u><u>\$2,730.02</u></u>
Balance: Net Refundable Amount		<u><u>\$50,614.95</u></u>

10 Year Refundable Advance Option

Balance: Net Refundable Amount		<u><u>\$50,614.95</u></u>
Less Credit for Value of Applicant Design Work		<u><u>\$0.00</u></u>
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant		<u><u>\$0.00</u></u>
Less Distribution Substructures by Applicant		<u><u>\$0.00</u></u>
Net 10 Year Refundable Advance Option Amount		<u><u>\$50,614.96</u></u>

Non-Refundable Discount Option

Balance: Net Refundable Amount		<u><u>\$50,614.95</u></u>
less Discount <u><u>\$50,614.95</u></u> X <u><u>0.50</u></u> = (-) <u><u>\$25,307.47</u></u>		
Less Credit for Value of Applicant Design Work		<u><u>\$0.00</u></u>
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant		<u><u>\$0.00</u></u>
Less Distribution Substructures by Applicant		<u><u>\$0.00</u></u>
Net Non-Refundable Discount Option Amount		<u><u>\$25,307.47</u></u>

Non-Refundable Payments

Rule 16 Non-Refundable Payments

Excess Service Costs	(+)	<u>\$0.00</u>
Service Costs Beyond Preferred Service Location	(+)	<u>\$0.00</u>
Service Riser	(+)	<u>\$0.00</u>
Value of Rule 16 Land Rights Costs	(+)	<u>\$0.00</u>
Value of Service Trench, Conduits & Substructures in the Franchise Area or on 3rd Party Property	(+)	<u>\$0.00</u>
Inspection Fees	(+)	<u>\$909.49</u>
Rule 16 Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>
Other Taxable Charges: N/A	(+)	<u>\$0.00</u>
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	<u>\$0.00</u>
SUB TOTAL	(=)	<u>\$909.49</u>
Plus ITCC @ <u>24%</u>	(+)	<u>\$218.27</u>
Other Non-taxable Charges:	(+)	<u>\$0.00</u>
Residential Per Meter Charge = <u>0</u> unit(s)	(+)	<u>\$0.00</u>
Non-Residential Per Meter Charge <u>1</u> unit(s)	(+)	<u>\$125.00</u>
Inspection Fees (not subject to ITCC)	(+)	<u>\$0.00</u>
Plus Service Trench, Conduits, & Substructures installed by PG&E on Private Property	(+)	<u>\$0.00</u>
SUB TOTAL	(=)	<u>\$1,252.77</u>
Less Excess Service Facilities Installed by Applicant	(-)	<u>\$0.00</u>
Less Service Costs Beyond Preferred Location by Applicant	(-)	<u>\$0.00</u>
Less Service Trench in the Franchise Area or on & 3rd Party Property installed by Applicant	(-)	<u>\$0.00</u>
Less Rule 16 Applicant Design Work Associated with Excess	(-)	<u>\$0.00</u>
Total Rule 16 Non-Refundable Amount	(=)	<u>\$1,252.77</u>

Rule 15 Non-Refundable Payments

Inspection Fees		<u>\$0.00</u>
Re-estimating/Composite Preparation	(+)	<u>\$0.00</u>
Cost of Additional Applicant Design Plan Checks	(+)	<u>\$0.00</u>
Value of Distribution Conduits	(+)	<u>\$0.00</u>
Distribution Risers Installed by PG&E	(+)	<u>\$0.00</u>
Value of Distribution Trench	(+)	<u>\$0.00</u>
PG&E Land Rights Costs	(+)	<u>\$0.00</u>
Rule 15 Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>
Other	(+)	<u>\$0.00</u>
SUB TOTAL	(=)	<u>\$0.00</u>
Plus ITCC @ <u>24%</u>	(+)	<u>\$0.00</u>
Other Non-taxable Charges	(+)	<u>\$0.00</u>
SUB TOTAL	(=)	<u>\$0.00</u>
Less Distribution Conduits Installed by Applicant	(-)	<u>\$0.00</u>
Less Distribution Trench Provided by Applicant	(-)	<u>\$0.00</u>
Total Non-Refundable Electric Rule 15 Amount	(=)	<u>\$0.00</u>

Relocation / Rearrangement of PG&E Facilities

Value of Relocation/Rearrangement Facilities		<u>\$0.00</u>
Value of Relocation/Rearrangement Conduits & Substructures	(+)	<u>\$0.00</u>
Value of Relocation/Rearrangement Trench & Excavation	(+)	<u>\$0.00</u>
Engineering & Administrative Costs	(+)	<u>\$0.00</u>
Value of Relocation Applicant Design Work	(+)	<u>\$0.00</u>
Re-engineering/Comp Prep/Add'l AD Plan Checks	(+)	<u>\$0.00</u>
Tie-in/Meter of Relocation/Rearrangement by PG&E	(+)	<u>\$0.00</u>
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>
Relocation/Rearrangement Land Rights	(+)	<u>\$0.00</u>
Relocation/Rearrangement Inspection Fees	(+)	<u>\$0.00</u>
SUB TOTAL	(=)	<u>\$0.00</u>
Including Net Joint Pole Credit Value of		<u><u>\$0.00</u></u>
Plus ITCC @ <u>0%</u>	(+)	<u>\$0.00</u>
Plus Relocation/Rearrangement - Non Taxable	(+)	<u>\$0.00</u>
SUB TOTAL	(=)	<u>\$0.00</u>
Less Relocation/Rearrangement Facilities Installed by Applicant	(-)	<u>\$0.00</u>
D.0405055 Line Extension Costs - Residential		<u>\$0.00</u>
D.0405055 Line Extension Costs - Non-Residential		<u>\$0.00</u>
Less Conduits & Substructures Installed by Applicant	(-)	<u>\$0.00</u>
Less Trench & Excavation Provided by Applicant	(-)	<u>\$0.00</u>
Less Value of Relocation Applicant Design Work	(-)	<u>\$0.00</u>
Less Relocation/Rearrangement Salvage	(-)	<u>\$0.00</u>
Total Relocation / Rearrangement of PG&E Facilities Amount	(=)	<u><u>\$0.00</u></u>

(1) Total Service Allowance not to exceed the Cost of Service

(2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

(3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

(4) Inspection Fees (Only Refundable if Applicant's Actual Cost is Used. Applicant's Actual Cost + Inspection Cannot Exceed PG&E's Estimate)

(5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance

Note: This supplemental detailed cost sheet is **for reference only** and is not intended for use in place of the actual contract for the project listed.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Todd Johns, Sheriff

MEETING DATE: December 20, 2022

SUBJECT: Adopt RESOLUTION authorizing the Sheriff to sign and submit the 2023-2024 Boating Safety and Enforcement Financial Aid Program application, accept funding and sign reimbursement claims for participation in the Department of Boating & Waterways Financial Aid Program; 2023-2024 anticipated funding amount \$132,511.00; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation

Adopt RESOLUTION authorizing the Sheriff to sign and submit the 2023-2024 Boating Safety and Enforcement Financial Aid Program application, accept funding and sign reimbursement claims for participation in the Department of Boating & Waterways Financial Aid Program.

Background and Discussion

The Boating Safety and Enforcement Financial Aid Program provides funding for the Plumas County Sheriff's Boating Safety and Enforcement Unit to provide education and information on boating safety issues, supervise organized water events, provide assistance to water users, and enforce state and local laws on the waterways in Plumas County.

The funding award for BS&E program costs for fiscal year 23/24 is a baseline allocation of \$132,511.00. The program requires a county contribution of the estimated county boat tax revenue in the amount of \$39,926.63. The grant application is more than the baseline funding to allow for the receipt of additional funds if available. The application amount is not the program total, it will be the award amount.

This agreement shall be for the term beginning July 1, 2023 and ending June 30, 2024.

The Resolution has been reviewed by County Counsel.

Action:

Adopt RESOLUTION authorizing the Sheriff to sign and submit the 2023-2024 Boating Safety and Enforcement Financial Aid Program application, accept funding and sign reimbursement claims for participation in the Department of Boating & Waterways Financial Aid Program.

Attachments:

1. 22-618 FINAL
2. 801 - Application Forms FY 23-24
3. Sheiff Boat Revenue 2022

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF PLUMAS**

**AUTHORIZING THE PLUMAS COUNTY SHERIFF'S OFFICE TO APPLY FOR AND
ACCEPT FUNDING FOR FISCAL YEAR 2023-24 BOATING SAFETY AND
ENFORCEMENT FINANCIAL AID PROGRAM FROM THE STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND
WATERWAYS AND AUTHORIZATION TO PARTICIPATE IN THE PROGRAM.**

WHEREAS funding from the Boating Safety and Enforcement Financial Aid Program helps support the provision of necessary law enforcement services on the waterways of Plumas County; and

WHEREAS Harbors and Navigation Code Section 663.7 and California Code of Regulations Section 6593 together require that certain assurance be provided as a condition of receiving such financial aid; and

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Sheriff, or his designee, is hereby authorized and directed on behalf of the COUNTY OF PLUMAS, a political subdivision of the State of California, to sign and submit an application to the California Department of Parks and Recreation, Division of Boating and Waterways for the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2023-24, and accept, if awarded, funding in the anticipated amount of \$132,511.00, to sign the departments forms for each reimbursement claim, and to do and perform everything necessary to carry out the purpose of this Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Plumas that the Plumas County Sheriff's Office is authorized to participate in the Fiscal Year 2023-24 Boating Safety and Enforcement Financial Aid Program, that it shall expend on boating safety programs not less than an amount equal to 100% of the amount received by the County from personal property taxes on vessels, and that the County Auditor is authorized to certify the amount of prior year vessel taxes received by the County.

DULY PASSED AND ADOPTED this _____ day of December, 2022 by the Board of Supervisors of the County of Plumas by the following vote:

AYES:

NOES:

ABSENT:

Kevin Goss, Chair Board of Supervisors

Date

ATTEST: _____
Heidi White, Clerk of the Board

Approved as to form:

Joshua Brechtel
Deputy Plumas County Counsel



Application for Financial Aid -- 801

Fiscal Year 23/24

Agency PLUMAS COUNTY SHERIFF'S OFFICE

County PLUMAS

Address 1400 E. MAIN ST QUINCY, CA 95971

General Description of Boating Safety and Enforcement Programs:

(Give a comprehensive description of all programs in the County. If more space is needed, please attach a separate sheet.)

The Plumas County Sheriff's Boating Safety & Enforcement unit has a strong presence on the recreational and fishing lakes throughout the county. They enforce state and local laws, as well as county ordinances in order to provide regulation and safety in all boating activities. Boating safety and awareness presentations are conducted as often as possible, and they offer information, exhibits, and displays. Random boat inspections are performed regularly to insure that all vessels and their operators comply with the law. The BS&E unit provides safety, protection and supervision at organized water events to insure that operation and safety requirements are observed and the laws enforced.

Waterways to be Patrolled					Estimated Density by Quarter ^{a/}			
Lakes, Open Ocean	Area in Square Miles	Primary Usage ^{b/}	Type(s) of Patrols ^{c/}	FT or PT ^{d/}	1st	2nd	3rd	4th
1. Lake Almanor	43.75	B	Boat, Foot & Vehicle	FT	2889			1877
2. Antelope Lake	1.45	B	Boat, Foot & Vehicle	FT	151			108
3. Bucks Lake	10.3	B	Boat, Foot & Vehicle	FT	653			545
4. Butt Lake	5	A	Boat & Foot	FT	73			47
5. Lake Davis	5.3	A	Boat & Vehicle	FT	157			126
6. Frenchman Lake	6.2	B	Boat, Foot & Vehicle	FT	371			109
7. Little Grass Valley Reservoir	2.2	B	Boat, Foot & Vehicle	FT	104			76
8.								
9.								
10.								
11.								
12.								
13.								
Rivers	Length in Miles	Primary Usage ^{b/}	Type(s) of Patrols ^{c/}	FT or PT ^{d/}	1st	2nd	3rd	4th
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

a/ Enter the highest number of boats on the waterway at any one time on any one day in each quarter, excluding holidays and holiday weekends.

b/ A = Fishing; B = Combined recreational boating activities (fishing, water skiing, pleasure boating, etc.)

c/ On-water, foot, truck/vehicle, and/or air

d/ FT = Full-time; PT = Part-time. If less than full-time, specify patrol schedule on a separate sheet.



Boating Safety and Enforcement Aid Program
Proposed Program Costs -- 801.1
Fiscal Year 23/24

Agency PLUMAS COUNTY SHERIFF'S OFFICE

Address 1400 E. MAIN ST QUINCY, CA 95971

County PLUMAS

Proposed Program Costs

1. Personnel (Form 801.2)	\$155,224.63
2. Operations, Maintenance and Equipment (Form 801.3) ^{a/}	\$105,862.50
3. Total direct BS&E proposed program cost (2+3)	\$261,087.13
4. Administrative costs ^{b/}	\$11,743.22
5. Total BS&E proposed program costs (3+4)	\$272,830.35
6. Less: Boat Taxes (Form 801.4)	\$39,926.63
7. Total Net Proposed Program Cost (5-6)	\$232,903.72

a/ New applicant agencies should use 30% of personnel costs to estimate operations, maintenance and equipment costs in lieu of form 801.3.

b/ Administrative costs cannot exceed five percent of direct BS&E proposed program cost (line 3).

County Authorized Representative:

SIGNATURE

DATE

Todd Johns, Sheriff

530-283-6375

TYPED NAME

TELEPHONE



Boating Safety and Enforcement Aid Program
Proposed Personnel Costs -- 801.2
Fiscal Year 23/24

Agency Plumas County Sheriff's Office County Plumas

Proposed Personnel Costs

Employee Compensation

Title	Grade	No. Hours or Months	Pay per Hour or Month	Total Compensation
1. Boat Patrol Officer	2094A	575.00	\$21.52	\$12,374.00
2. Boat Patrol Officer	2094A	575.00	\$21.52	\$12,374.00
3. Boat Patrol Officer	2094A	575.00	\$21.52	\$12,374.00
4. Boat Patrol Officer	2094A	575.00	\$21.52	\$12,374.00
5. Boat Patrol Officer	2094A	575.00	\$21.52	\$12,374.00
6. Boat Patrol Officer	2094A	575.00	\$21.52	\$12,374.00
7. Boat Patrol Officer	2094A	575.00	\$21.52	\$12,374.00
8. Boat Patrol Officer	2094A	575.00	\$21.52	\$12,374.00
9. Deputy Sheriff	2495L1	40.00	\$47.82	\$1,912.80
10. Deputy Sheriff	2370L1	40.00	\$45.39	\$1,815.60
11. Deputy Sheriff	2370D	40.00	\$41.18	\$1,647.20
12. Deputy Sheriff	2442L2	40.00	\$49.14	\$1,965.60
13. Sergeant	3108L5	40.00	\$72.38	\$2,895.20
14. Boat Patrol Officer	2094A	50.00	\$32.28	\$1,614.00
15. Boat Patrol Officer	2094A	40.00	\$32.28	\$1,291.20
16. Boat Patrol Officer	2094A	40.00	\$32.28	\$1,291.20
17. Boat Patrol Officer	2094A	30.00	\$32.28	\$968.40
18. Boat Patrol Officer	2094A	25.00	\$32.28	\$807.00
19. Boat Patrol Officer	2094A	25.00	\$32.28	\$807.00
20. Boat Patrol Officer	2094A	30.00	\$32.28	\$968.40
21. Total		5,040.00		\$116,975.60

22. Average Customary Fringe Benefit Percent 32.69830000%

23. Total Proposed Personnel Costs \$155,224.63



Boating Safety and Enforcement Aid Program
Proposed Operations, Maintenance and Equipment Costs -- 801.3
Fiscal Year 23/24

Agency	Plumas County Sheriff's	County	Plumas
<i>Patrol Vessels:</i>	Fuel <u>\$37,000.00</u> + Repair <u>\$28,000.00</u> + Storage <u>\$12,800.00</u> = <u>\$77,800.00</u>		
<i>Vehicles:</i>	Miles <u>2,500</u>	Mileage Allowance <u>0.625</u> = <u>1,562.50</u>	

LIST OTHER O&M AND EQUIPMENT

1. Uniform Allowance/Protective Clothing	\$ <u>6,000.00</u>
2. Maintenance Supplies & Equipment	\$ <u>9,500.00</u>
3. Other Equipment & Supplies	\$ <u>7,000.00</u>
4. Watercraft Insurance	\$ <u>4,000.00</u>
5.	\$ _____
6.	\$ _____
7.	\$ _____
8.	\$ _____
9.	\$ _____
##	\$ _____
11.	\$ _____
12.	\$ _____
13.	\$ _____
14.	\$ _____
15.	\$ _____
16.	\$ _____
17.	\$ _____
18.	\$ _____
19.	\$ _____
20.	\$ _____
21.	\$ _____
22.	\$ _____
23.	\$ _____
24.	\$ _____
25.	\$ _____
Total	\$ <u>105,862.50</u>

**Fiscal Year 23/24**

Agency PLUMAS COUNTY SHERIFF'S OFFICE
County PLUMAS

Total estimated costs are offset by the estimated prior year vessel taxes received by the county to determine the maximum amount of financial aid you are eligible for. Vessel taxes received by the county represent 100% of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities. Report on line 1 the estimated amount of prior year vessel taxes you anticipate you will receive.

1. Estimated boat tax revenues from prior fiscal year \$ **39,926.63**

C e r t i f i c a t i o n

I attest that I am a duly authorized representative of the auditor's office of

PLUMAS county/city;

and that this calculation results in the best estimate of boat tax revenues
for the fiscal year noted.

SIGNATURE

December 8, 2022

DATE

Martee Graham, Auditor-Controller
TYPED NAME AND TITLE

530-283-6249

TELEPHONE

**Fiscal Year 23/24**

Agency PLUMAS COUNTY SHERIFF'S OFFICE
County PLUMAS

Total estimated costs are offset by the estimated prior year vessel taxes received by the county to determine the maximum amount of financial aid you are eligible for. Vessel taxes received by the county represent 100% of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities. Report on line 1 the estimated amount of prior year vessel taxes you anticipate you will receive.

1. Estimated boat tax revenues from prior fiscal year \$ 39,926.63

C e r t i f i c a t i o n

I attest that I am a duly authorized representative of the auditor's office of

PLUMAS county/city;

and that this calculation results in the best estimate of boat tax revenues
for the fiscal year noted.

Martee Graham

SIGNATURE

December 8, 2022

DATE

Martee Graham, Auditor-Controller
TYPED NAME AND TITLE

530-283-6249

TELEPHONE



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 20, 2022

SUBJECT: **CONDUCT PUBLIC HEARING 10:00 A.M.**
Introduce and waive first reading of an ORDINANCE of the County of Plumas, State of California, Adding Chapter 14 of Title 6 of the Plumas County Code relating to Plumas County Organic Waste Disposal Reduction; discussion and possible action. Roll call vote.

Recommendation

The Director of Public Works respectfully recommends that the Board of Supervisors hold the public hearing on the ordinance, introduce the first reading of the ordinance, and schedule a public hearing for adoption of the ordinance at the next regularly scheduled Board of Supervisors meeting. This language, approved as to form by County Counsel, will bring Plumas County into compliance with SB 1383 requirements to have an enforcement ordinance. Additionally, this language will create an explicit framework for multiple County department cooperation in completing the various reporting obligations created by SB 1383.

Background and Discussion

California's Short-Lived Climate Pollutant Reduction law, commonly known as SB 1383 is a California Senate bill intended to reduce the amount of organic waste in California landfills. The law primarily requires food generators such as grocery stores to donate excess edible food in order to divert organic waste from landfill disposition. Additionally, the law creates reporting, enforcement and educational obligations for various Plumas County departments. In February of 2022, Solid Waste staff created and distributed educational material to all Plumas County businesses affected by SB 1383, informing them of their obligations under the new law.

Action:

Public Hearing: An Ordinance of the County of Plumas, State of California, Amending Title 6 Sanitation and Health, adding a new chapter

Attachments:

1. Notice of Public Hearing
2. Addition to Plumas County Code of Ordinances, Title 6



PUBLIC NOTICE

OF A HEARING TO AMEND THE PLUMAS COUNTY CODE OF ORDINANCES, ADDING A CHAPTER TO TITLE 6

10:00 A.M., DECEMBER 20, 2022

An addition to Title 6 of The Plumas County Code of Ordinances pursuant to California Senate Bill 1383. This Ordinance will create monetary penalties for large scale commercial food generators (ie: grocery stores not restaurants) not in compliance with Senate Bill 1386. This Ordinance creates an "educational period" lasting from ratification to January 1, 2024, giving affected businesses time to come into compliance with Senate Bill 1383 regulations before monetary penalties are enforced.

The relevant ordinance can be viewed here:

<https://www.plumascounty.us/DocumentCenter/View/43712/Addition-to-Plumas-County-Code-of-Ordinances-Title-6>

More information regarding Senate Bill 1383 and its implications can be viewed here:

<https://www.plumascounty.us/DocumentCenter/View/39055/Plumas-County-SB-1383-Education-and-Resource-Guide>

If viewing this document in print, you can access the PDF version with hyperlinks at plumascounty.us > Home > Departments > Public Works > Solid Waste > Public Documents

For more information you can contact Public Works at 530-283-6032

ORDINANCE NO. 22-

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, ADDING CHAPTER 14 OF TITLE 6 OF THE PLUMAS COUNTY CODE RELATING TO THE PLUMAS COUNTY ORGANIC WASTE DISPOSAL REDUCTION

An ordinance creating Chapter 14 of Title 6 of the Plumas County Code, relating to the requirements for the reduction of organic waste disposal.

The BOARD OF SUPERVISORS of the County of Plumas, State of California, ordains as follows:

SECTION 1. Chapter 14 of Title 6 is hereby added as follows:

Organic Waste Disposal Reduction.

- 6-14.01 Title
- 6-14.02 Purpose and Findings
- 6-14.03 Definitions
- 6-14.04 Requirements for Recordkeeping and Reporting Authority
- 6-14.05 Requirements for Education and Outreach
- 6-14.06 Requirements for Single Family Generators
- 6-14.07 Requirements for Commercial Businesses
- 6-14.08 Requirements for Commercial Edible Food Generators
- 6-14.09 Requirements for Food Recovery Organizations and Services, Jurisdictions, and Regional Agencies
- 6-14.10 Requirements for Haulers and Facility Operators
- 6-14.11 Self-Hauler Requirements
- 6-14.12 Compliance with CalGreen Recycling Requirements
- 6-14.13 Model Water Efficient Landscaping Ordinance Requirements
- 6-14.14 Procurement Requirements for Jurisdiction Departments, Direct Service Providers, and Vendors

- 6-14.15 Inspections and Investigations by Jurisdiction
- 6-14.16 Enforcement
- 6-14.17 Effective Date
- 6-14.01 TITLE.

This Chapter may be cited as the Organic Waste Disposal Reduction Ordinance.

6-14.02 PURPOSE AND FINDINGS

The County of Plumas finds and declares:

- (a) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- (b) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program.
- (c) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- (d) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations applicable to their jurisdiction. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

(e) The County of Plumas meets the definition of Rural Jurisdiction as defined in Section 42649.8 of the Public Resources Code and has therefore applied for the Rural Exemption in compliance with Section 18984.12 (c) of Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (“SB 1383 Regulations” or “Regulations”). The County of Plumas is not subject to Article 3 Organic Waste Collection Services, Section 18992.1 of Article 11 Organic Waste Capacity Planning, and Sections 18993.1 and .2 of Article 12 Procurement of Recovered Organic Waste Products through December 21, 2026. Collection of recyclables and organics may occur in exempt rural areas and that collection is not subject to SB 1383 regulations or this ordinance unless otherwise required.

(f) The County of Plumas is subject to providing education and outreach information to organic waste generators, enforcing certain provisions of the CALGreen Building Standards and Model Water Efficient Landscape Ordinance, implementing an edible food recovery program and edible food recovery capacity planning, procurement of paper products, facility sampling for contamination of materials, inspections and enforcement, and recordkeeping and reporting to CalRecycle in compliance with the SB 1383 Regulations.

6-14.03 DEFINITIONS

(a) “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).

(b) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

(c) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

(d) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

(e) “Compliance Review” means a review of records by a Jurisdiction or Regional Agency to determine compliance with this ordinance.

(f) “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and

750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

(g) "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

(h) "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

(i) "C&D" means construction and demolition debris.

(j) "Designee" means an entity that a Jurisdiction contracts with or otherwise arranges to carry out any of the Jurisdiction's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

(k) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

(l) "Enforcement Action" means an action of the Jurisdiction to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

(m) "Food" has the same meaning as in Section 113781 of the Health and Safety Code. "Food" means a raw, cooked, or processed edible substance, ice, beverage, an ingredient used or intended for use or for sale in whole or in part for human consumption, and chewing gum.

(n) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

(o) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

(p) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

(q) "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the

public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

(r) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

(s) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

(t) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

(u) “Inspection” means a site visit where a Jurisdiction or Regional Agency reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

(v) “Jurisdiction” means the County of Plumas

(w) “Jurisdiction Enforcement Official” means director of Plumas County Environmental Health or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.

(x) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

(y) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

(z) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

(aa) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

(bb) “MWELO” refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

(cc) “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

(dd) “Non-Local Entity” means the following entities that are not subject to the Jurisdiction’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42)

- (1) Special District(s) located within the boundaries of the jurisdiction.
- (2) Federal facilities, including federal parks, located within the boundaries of the jurisdiction.

(3) Facilities operated by the State Park system located within the boundaries of the Jurisdiction.

(4) Public universities (including community colleges) located within the boundaries of the Jurisdiction.

(5) County fairgrounds located within the boundaries of the Jurisdiction.

(6) State agencies located within the boundaries of the Jurisdiction.

(ee) "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

(ff) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

(gg) "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

(hh) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

(ii) "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

(jj) "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

(kk) "Prohibited Container Contaminants" means materials designated as unacceptable for collection or drop-off.

(ll) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

(mm) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

(nn) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

(oo) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

(pp) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

(qq) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

(rr) "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste, or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

(ss) "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

(tt) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

(1) Hazardous waste, as defined in the State Public Resources Code Section 40141.

- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

(uu) "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Solid Waste for the purposes of collection and processing.

(vv) "State" means the State of California.

(ww) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(yy) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

(xx) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

(zz) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

6-14.04 REQUIREMENTS FOR THE RECORDKEEPING AND REPORTING AUTHORITY

- (a) In conformance with Section 18995.2 of the Regulations, the Plumas County Department of Public Works will store and maintain the Implementation Record for each of the Jurisdictions in a manner as required in the Regulations, provided that the information is made available to the Reporting Authority by the Jurisdictions creating such records.
- (b) The Plumas County Department of Public Works shall be the Reporting Authority and shall prepare and submit the Initial Jurisdiction Compliance Report and Jurisdiction Annual Reports to CalRecycle in compliance with Sections 18994.1 and 18994.2, after providing jurisdictions an opportunity for input.
- (c) The Reporting Authority shall submit the Edible Food Recovery Capacity required reports in accordance with the schedule established in Section 18992.3.
- (d) Upon request by a CalRecycle representative, the Reporting Authority will provide access to the Implementation Record within 10 business days. In conformance with the California Public Records Act (Government Code §6250 *et seq.*), The Reporting Authority will

also respond to a request for public records contained in the Implementation Record. The Reporting Authority and any Jurisdiction or Responsible Department shall each notify the other if a request for all or part of the Implementation Record is received and shall coordinate a response to such request.

6-14.05 COMPLIANCE WITH EDUCATION AND OUTREACH

(a) The Plumas County Department of Public Works shall provide educational materials and community outreach, in consultation with the jurisdictions, to organic waste generators in English and Spanish that explain and provide information on the requirements of the SB 1383 Regulations, as more specifically described below.

(b) In providing the education and outreach materials described below, the Plumas County Department of Public Works intends that its education and outreach efforts will be consistent with, and in coordination with, the education and outreach provided by the Jurisdictions' franchised haulers. Although Non-Local Entities and Local Education Agencies are not under the Jurisdictions' control but are still subject to SB 1383, the Plumas County Department of Public Works shall also identify and provide them with the educational materials on the requirements set forth below.

(c) Prior to February 1, 2022, the Plumas County Department of Public Works will make available to Generators, through print and/or electronic media as permitted pursuant to the Regulations, information regarding local opportunities for organic waste reduction and the responsibilities and requirements set forth in Sections 18985.1, 18985.2, 18991.3, 18991.4, and 18991.5 of the Regulations. The information generated pursuant to this subparagraph shall be made available through posting on the County of Plumas website, content made available for posting on the Jurisdictions' websites, and brochures made available for distribution to Generators. The Plumas County Department of Public Works will additionally distribute the information through other social media as deemed appropriate at the Plumas County Department of Public Works' discretion. The information generated pursuant to this subparagraph shall be updated at least annually.

(d) Through email, letters, or other direct communication, Plumas County Department of Public Works shall annually notify Tier I and II Commercial Edible Food Generators within each Jurisdiction of their food recovery requirements as established pursuant to Section 18991.3 and 18991.4 of the Regulations. Such notification shall include corresponding resources to assist in compliance with the applicable food recovery requirements.

6-14.06 REQUIREMENTS FOR SINGLE-FAMILY GENERATORS

Single-Family Solid Waste Generators shall comply with the following requirements:

(a) Shall comply with the Jurisdiction's Solid Waste collection service(s) by placing designated materials in designated containers as described below and shall not place Prohibited Container Contaminants in collection containers.

(b) Single-Family Solid Waste Generators are encouraged to manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

6-14.07 REQUIREMENTS FOR COMMERCIAL BUSINESSES

Commercial Businesses, including Multi-Family Residential Dwellings of five or more units, that generate more than four cubic yards of commercial solid waste per week shall arrange for recycling services and shall take at least one of the following actions:

(a) Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that includes collection, self-hauling, or other arrangements for the pickup of the recyclable materials.

(b) Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation.

(c) A property owner of a multifamily residential dwelling may require tenants to source separate their recyclable materials to aid in compliance with this section.

(d) Comply with the Jurisdiction's Solid Waste collection service(s) by placing designated materials in designated containers as described below and shall not place Prohibited Container Contaminants in collection containers.

(1) Source Separated Recyclable Materials;

(2) If a Commercial Business self-hauls Solid Waste, it must meet the Self-Hauler requirements in 6-14.11 of this ordinance.

(e) Supply and allow access to an adequate number, size, and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with Jurisdiction's collection service.

(f) Excluding Multi-Family Residential Dwellings, provide containers for the collection of those Source Separated Recyclable Materials as applicable in all indoor and outdoor areas where disposal containers are provided for customers for materials generated by that business. Such containers do not need to be provided in restrooms.

(g) To the extent practical through education, training, inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees, contractors, tenants, and

customers from placing materials in a container not designated for those materials per the Jurisdiction's collection service.

(h) Annually provide information to employees, contractors, tenants, and customers about Solid Waste Recovery requirements and about proper sorting of Recyclable Materials.

(i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Recyclable Materials separate from Waste (when applicable) and the location of containers and the rules governing their use at each property.

(j) Provide or arrange access for Jurisdiction or its agent to their properties during all Inspections conducted in accordance with 6-14.15 of this ordinance to confirm compliance with the requirements of this ordinance.

(k) Accommodate and cooperate with Jurisdiction's Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, to evaluate generator's compliance with 6-14.07(d).

(l) If a Commercial Business self-hauls Solid Waste, it must meet the Self-Hauler requirements in 6-14.11 of this ordinance.

(m) Nothing in this Section prohibits a Commercial Business from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(n) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to 6-14.08.

6-14.08 REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section 6-14.08 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

- (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
- (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- (4) Allow Jurisdiction's designated enforcement entity or Regional Agency to access the premises and review records pursuant to 14 CCR Section 18991.4.
- (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (6) No later than March 1 of each year commencing no later than 2023 for Tier One Commercial Edible Food Generators and 2025 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the Plumas County Department of Public Works that includes all information listed above in 6-14.08(c)(5).

(d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good

Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

6-14.09 REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES AND JURISDICTION

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
- (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
- (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
- (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
- (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
- (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(c) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the Jurisdiction and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the Jurisdiction the total pounds of Edible Food recovered in the previous calendar year from the

Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than March 1.

(d) Food Recovery Capacity Planning

- (1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the Jurisdiction or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the Jurisdiction shall provide information and consultation to the County of Plumas, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the Jurisdiction and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the County of Plumas shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the Jurisdiction or Regional Agency.
- (2) Jurisdictions. Cities and special districts that provide solid waste collection services located within the county shall conduct Edible Food Recovery capacity planning, in coordination with the county.
 - (A) If the county identifies that new or expanded capacity to recover Edible Food is needed, then each Jurisdiction within the county that lacks capacity shall:
 - (i) Submit an implementation schedule to CalRecycle and the county that demonstrates how it will ensure there is enough new or expanded capacity to recover the Edible Food currently disposed by Commercial Edible Food Generators within its Jurisdiction by the end of the reporting period set forth in 14 CCR Section 18992.3. The implementation schedule shall include the information specified in 14 CCR Section 18992.2(c)(1)(A).
 - (ii) Consult with Food Recovery Organizations and Food Recovery Services regarding existing or proposed new and expanded capacity that could be accessed by the Jurisdiction and its Commercial Edible Food Generators.
 - (B) If the county finds that new or expanded capacity is needed, the county shall notify the Jurisdiction(s) that lack sufficient capacity.
 - (C) A city, special district that provides solid waste collection services contacted by the county pursuant to this Section shall respond to the county's request for information within 120 days of receiving the request

from the county, unless a shorter timeframe is otherwise specified by the county.

6-14.10 REQUIREMENTS FOR FACILITY OPERATORS AND COMMUNITY COMPOSTING OPERATIONS

(a) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon Jurisdiction request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the Jurisdiction shall respond within 60 days.

(b) Community Composting operators, upon Jurisdiction request, shall provide information to the Jurisdiction to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the Jurisdiction shall respond within 60 days.

6-14.11 SELF-HAULER REQUIREMENTS

(a) Self-Haulers shall source separate all recyclable materials generated on-site from Solid Waste in a manner consistent with County of Plumas requirements.

(b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials.

(c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Solid Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Solid Waste; this record shall be subject to Inspection by the Jurisdiction. The records shall include the following information:

- (1) Delivery receipts and weight tickets from the entity accepting the waste.
- (2) The amount of material in cubic yards or tons transported by the generator to each entity.
- (3) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

(d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 6-14.11(c) to Plumas County Department of Public Works if requested.

(e) A residential Solid Waste Generator that self-hauls Solid Waste is not required to record or report information in Section 6-14.11(c) and (d).

6-14.12 COMPLIANCE WITH CALGREEN RECYCLING REQUIREMENTS

(a) The Chief Building Official is responsible for CALGreen Building Code compliance, including the tracking and reporting of Construction and Demolition (C&D) debris diversion and annually reporting to the Recordkeeping and Reporting Authority in compliance with the SB 1383 regulations.

(b) Persons applying for a permit from the County of Plumas for new construction and building additions and alterations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to Plumas County Building Department for complete CALGreen requirements.

(c) For projects covered by CALGreen, the applicants must, as a condition of the County of Plumas permit approval, comply with the following:

- (1) New construction of Multi-Family dwelling units of five or more units on a building site, shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
- (2) New Commercial construction or additions resulting in more than 30% of the floor area shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
- (3) Comply with CALGreen requirements and applicable laws related to management of C&D from disposal. Comply with and all written and published Jurisdiction policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

6-14.13 COMPLIANCE WITH MODEL WATER EFFICIENT LANDSCAPING ORDINANCE REQUIREMENTS

(a) The Chief Building Official is responsible for Model Water Efficient Landscaping Ordinance compliance, including the tracking and reporting of compost and mulch use requirements and annually reporting to the Recordkeeping and Reporting Authority in compliance with the SB 1383 regulations.

(b) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the Jurisdiction, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B)(C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section 6-14.13.

(c) The following compost and mulch use requirements that are part of the MWELO are now also included as requirements of this ordinance. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

(d) Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 6-14.13(b) above shall:

- (1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - (A) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - (B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - (C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

(2) The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 6-14.13(b) shall consult the full MWELO for all requirements.

(d) If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires Jurisdictions to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

6-14.14 PROCUREMENT REQUIREMENTS FOR JURISDICTION DEPARTMENTS, DIRECT SERVICE PROVIDERS, AND VENDORS

(a) Each County of Plumas department is responsible for the paper procurement compliance, including the tracking and reporting of procurement by each department and annually reporting to the Recordkeeping and Reporting Authority in compliance with the SB 1383 regulations.

(b) Jurisdiction departments, and direct service providers to the Jurisdiction, as applicable, must comply with the Jurisdiction's Recycled-Content Paper Procurement policy adopted on December 6, 2022 and subsequent amendments.

(c) All vendors providing Paper Products and Printing and Writing Paper shall:

- (1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
- (2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
- (3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- (4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction is eligible to be

labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).

(5) Provide records to the Plumas County Department of Public Works, in accordance with the Jurisdiction's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the Jurisdiction. Records shall include a copy (electronic) of the invoice or other documentation of purchase, written certifications as required in Sections 6-14.14(c)(3) and (c)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided and include supporting documentation.

6-14.15 INSPECTIONS AND INVESTIGATIONS BY COUNTY OF PLUMAS

(a) Plumas County Department of Public Works representatives, and/or its designated entities, are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Solid Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow Jurisdiction to enter the interior of a private residential property for Inspection.

(b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the Jurisdiction's or Regional Agency's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (1) access to an entity's premises; or (2) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

(c) Any records obtained by a County of Plumas representative and/or its designated entities during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(d) Plumas County Department of Public Works and/or its designated entity, and/or Designee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

(e) Plumas County Department of Public Works and/or its designated entities shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

6-14.16 ENFORCEMENT

(a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a Jurisdiction Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The Jurisdiction's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

(b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. Jurisdiction may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. Jurisdiction may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of Jurisdiction staff and resources.

(c) Responsible Entity for Enforcement

(1) Enforcement pursuant to this ordinance may be undertaken by the Jurisdiction Enforcement Official, or their designated entity, legal counsel, or combination thereof.

(d) Process for Enforcement

(1) Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, investigation of complaints, and an Inspection program. Section 6-14.15 establishes Jurisdiction's right to conduct Inspections and investigations.

(2) Jurisdiction may issue an official notification to notify regulated entities of its obligations under the ordinance.

(3) Jurisdiction shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.

(4) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, Jurisdiction shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the Jurisdiction's requirements contained in Section 6-14.16(j).

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the Jurisdiction or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

The Jurisdiction may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 6-14.15 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters,
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with Jurisdiction's procedures in the Jurisdiction's codes for appeals of administrative citations. Evidence may be presented at the hearing. The Jurisdiction will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(i) Education Period for Non-Compliance

Beginning January 1, 2023 and through December 31, 2023, Plumas County Department of Public Works will conduct Inspections, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the Plumas County Department of Public Works determines that Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2023, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Enforcement Table

The following is a list of potential violations for entities subject to this ordinance

Table 1. List of Violations

Requirement	Description of Violation
Hauler Requirement	A hauler providing residential, Commercial or industrial Solid Waste collection service fails to transport Solid Waste to a facility, operation, activity, or property that recovers Recyclable Waste, as prescribed by this ordinance.
Hauler Requirement	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the Jurisdiction to haul Solid Waste as prescribed by this ordinance.
Hauler Requirement	A hauler fails to keep a record of the applicable documentation of its approval by the Jurisdiction, as prescribed by this ordinance.
Self-Hauler Requirement	A generator who is a Self-Hauler fails to comply with the requirements of Section 6-14.11
Commercial Edible Food Generator Requirement	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2023.
Commercial Edible Food Generator Requirement	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery	Failure to provide or arrange for access to an entity's premises for any inspection or investigation.

Organization or Food Recovery Service

Recordkeeping Requirements for Commercial Edible Food Generator

Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 9.

Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations

A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 6-14.08.

SECTION 2. Effective and Operative Dates; Publication; Codification.

This ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the Feather River Bulletin, a newspaper of general circulation in Plumas County, within fifteen (15) days of final adoption. Section 1 of this ordinance shall be codified; the remainder shall be uncodified.

Introduced at a regular meeting of the Board of Supervisors on the _____ day of December 2022, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the _____ day of January 2023, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: December 20, 2022

SUBJECT: Adopt **RESOLUTION** of Intention to Amend the Plumas County 2035 General Plan Public Health & Safety Element to Address Compliance with Senate Bill 379 (Climate Change Adaptation and Resilience) and Wildfire Hazard Legislation; approved as to form by County Counsel. Roll call vote

Recommendation

Duly review, pass, and adopt **RESOLUTION** of Intention to Amend the Plumas County 2035 General Plan Public Health & Safety Element to Address Compliance with Senate Bill 379 (Climate Change Adaptation and Resilience) and Wildfire Hazard Legislation.

Background and Discussion

The Governor of California on October 8, 2015, approved Senate Bill (SB) 379 that amended GC Section 65302. SB 379 requires cities and counties upon the next revision of a local hazard mitigation plan on or after January 1, 2017, or, if the local jurisdiction has not adopted a local hazard mitigation plan, beginning on or before January 1, 2022, the safety element of the general plan to be reviewed and updated as necessary to address climate adaptation and resiliency strategies applicable to that city or county. The County's local hazard mitigation plan was revised in October 2020 and approved by FEMA in June 2021. Plumas is required to address SB 379 in the County's General Plan Public Health & Safety Element.

GC Section 65302(g)(3) requires upon the next revision of the housing element on or after January 1, 2014, the safety element to be reviewed and updated as necessary to address the risk of fire for land classified as state responsibility areas (SRA), as defined in Section 4102 of the Public Resources Code, and land classified as very high fire hazard severity zones, as defined in GC Section 51177; further the review shall consider the advice included in the Office of Planning and Research's (OPR) most recent publication of "Fire Hazard Planning, General Plan Technical Advice Series" and shall also include all of the requirements set forth in GC 65305(g)(3)(A – D). The County's housing element was revised in October 2019 and certified by the state in December 2019. Plumas is required to address the risk of fire for lands in the SRA in the County's General Plan Public Health & Safety Element. Further, GC Section 65302.5(b)(1) requires the submittal of an amendment to the General Plan Public Health & Safety Element to the State Board of Forestry and Fire Protection and every local agency that provides fire protection in the unincorporated area of Plumas County.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission passed and adopted a Resolution of Intention (Resolution Number P.C. 2022-2 enclosed) on November 3, 2022, recommending the Board of Supervisors direct the Planning Department to undertake the general plan amendment process and prepare an amendment to the Plumas County 2035 General Plan Public Health & Safety Element to address compliance with Senate Bill 379 (Climate Change Adaptation and Resilience) and wildfire hazard legislation and submit the Draft Amendment to the State Board of Forestry and Fire Protection, and every local agency that provides fire protection to the unincorporated area of Plumas County.

Action:

Adopt **RESOLUTION** of Intention; approved as to form by County Counsel

Attachments:

1. PHS Element_GPAmend_ResolutionofIntention_BOS 12.20.22

**BOARD OF SUPERVISORS, PLUMAS COUNTY
RESOLUTION NO. 2022-_____**

**RESOLUTION OF INTENTION TO
AMEND THE PLUMAS COUNTY 2035 GENERAL PLAN
PUBLIC HEALTH & SAFETY ELEMENT
TO ADDRESS COMPLIANCE WITH
SENATE BILL 379 (CLIMATE CHANGE ADAPTATION AND RESILIENCE)
AND WILDFIRE HAZARD LEGISLATION**

WHEREAS, Section 65350 of the California Government Code (GC) provides that counties shall amend general plan elements in the manner provided in Article 6 (Sections 65350-65362) of Chapter 3 of Division 1 of Title 7 of the GC; and

WHEREAS, the Governor of California on October 8, 2015, approved Senate Bill (SB) 379 that amended GC Section 65302; and

WHEREAS, SB 379 requires cities and counties upon the next revision of a local hazard mitigation plan on or after January 1, 2017, or, if the local jurisdiction has not adopted a local hazard mitigation plan, beginning on or before January 1, 2022, the safety element of the general plan to be reviewed and updated as necessary to address climate adaptation and resiliency strategies applicable to that city or county. Specifically, the review and update must include three main components:

1. A vulnerability assessment that identifies the risks that climate change poses to Plumas County and the geographic areas of risk from climate change impacts using specified information from federal, state, regional, and local agencies;
2. A set of adaptation and resilience goals, policies, and objectives based on the information in the vulnerability assessment for the protection of the community; and
3. A set of feasible mitigation measures designed to carry out the identified goals, policies, and objectives; and

WHEREAS, GC Section 65302(g)(3) requires upon the next revision of the housing element on or after January 1, 2014, the safety element to be reviewed and updated as necessary to address the risk of fire for land classified as state responsibility areas, as defined in Section 4102 of the Public Resources Code, and land classified as very high fire hazard severity zones, as defined in GC Section 51177; further the review shall consider the advice included in the Office of Planning and Research's (OPR) most recent publication of "Fire Hazard Planning, General Plan Technical Advice Series" and shall also include all of the requirements set forth in GC 65305(g)(3)(A – D); and

WHEREAS, GC Section 65302.5(b)(1) requires the submittal of an amendment to the General Plan Public Health & Safety Element to the State Board of Forestry and Fire Protection and every local agency that provides fire protection in the unincorporated area of Plumas County; and

WHEREAS, the Planning Commission passed and adopted a Resolution of Intention (Resolution Number P.C. 2022-2 enclosed) on November 3, 2022, recommending the Board of Supervisors direct the Planning Department to undertake the general plan amendment process and prepare an amendment to the Plumas County 2035 General Plan Public Health & Safety Element to address compliance with Senate Bill 379 (Climate Change Adaptation and Resilience) and wildfire hazard legislation and submit the Draft Amendment to the State Board of Forestry and Fire Protection, and every local agency that provides fire protection to the unincorporated area of Plumas County.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Supervisors of the County of Plumas, State of California, that this Board directs the Planning Department to:

1. undertake the general plan amendment process; and
2. prepare an Amendment to the 2035 General Plan Public Health & Safety Element for compliance with SB 379 (Climate Change Adaptation and Resilience); and
3. prepare an Amendment to the 2035 General Plan Public Health & Safety Element for compliance with Wildfire Hazard Legislation; and
4. submit the 2035 General Plan Public Health & Safety Element Draft Amendment to the State Board of Forestry and Fire Protection, and every local agency that provides fire protection to the unincorporated area of Plumas County.

The foregoing Resolution of Intention was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a meeting held on the 20th day of DECEMBER, 2022 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

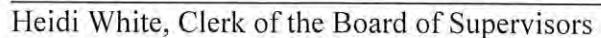
Said Resolution of Intention to be effective as of the 20th day of DECEMBER, 2022.

Kevin Goss
Chair, Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

ATTEST:


Heidi White, Clerk of the Board of Supervisors

RESOLUTION NUMBER P.C. 2022-2

**A RESOLUTION OF INTENTION TO
THE BOARD OF SUPERVISORS THAT AN
AMENDMENT BE PREPARED
TO THE PLUMAS COUNTY 2035 GENERAL PLAN
PUBLIC HEALTH & SAFETY ELEMENT
TO ADDRESS COMPLIANCE WITH
SENATE BILL 379 (CLIMATE CHANGE ADAPTATION AND RESILIENCE)
AND WILDFIRE HAZARD LEGISLATION**

WHEREAS, Section 65350 of the California Government Code (GC) provides that counties shall amend general plan elements in the manner provided in Article 6 (Sections 65350-65362) of Chapter 3 of Division 1 of Title 7 of the GC; and

WHEREAS, the Governor of California on October 8, 2015, approved Senate Bill (SB) 379 that amended GC Section 65302; and

WHEREAS, SB 379 requires cities and counties upon the next revision of a local hazard mitigation plan on or after January 1, 2017, or, if the local jurisdiction has not adopted a local hazard mitigation plan, beginning on or before January 1, 2022, the safety element of the general plan to be reviewed and updated as necessary to address climate adaptation and resiliency strategies applicable to that city or county. Specifically, the review and update must include three main components:

1. A vulnerability assessment that identifies the risks that climate change poses to Plumas County and the geographic areas of risk from climate change impacts using specified information from federal, state, regional, and local agencies;
2. A set of adaptation and resilience goals, policies, and objectives based on the information in the vulnerability assessment for the protection of the community; and
3. A set of feasible mitigation measures designed to carry out the identified goals, policies, and objectives; and

WHEREAS, GC Section 65302(g)(3) requires upon the next revision of the housing element on or after January 1, 2014, the safety element to be reviewed and updated as necessary to address the risk of fire for land classified as state responsibility areas, as defined in Section 4102 of the Public Resources Code, and land classified as very high fire hazard severity zones, as defined in GC Section 51177; further the review shall consider the advice included in the Office of Planning and Research's (OPR) most recent publication of "Fire Hazard Planning, General Plan Technical Advice Series" and shall also include all of the requirements set forth in GC 65305(g)(3)(A – D); and

WHEREAS, GC Section 65302.5(b)(1) requires the submittal of an amendment to the General Plan Public Health & Safety Element to the State Board of Forestry and Fire Protection and every local agency that provides fire protection in the unincorporated area of Plumas County.

NOW, THEREFORE, BE IT RESOLVED THAT the Planning Commission of the County of Plumas, State of California, recommends the Board of Supervisors:

1. direct the Planning Department to undertake the general plan amendment process; and
2. direct the Planning Department to prepare the Draft Amendment to the 2035 General Plan Public Health & Safety Element for compliance with SB 379 (Climate Change Adaptation and Resilience); and
3. direct the Planning Department to prepare the Draft Amendment to the 2035 General Plan Public Health & Safety Element for compliance with Wildfire Hazard Legislation; and
4. direct the Planning Department to submit the 2035 General Plan Public Health & Safety Element Draft Amendment to the State Board of Forestry and Fire Protection, and every local agency that provides fire protection to the unincorporated area of Plumas County.

The foregoing Resolution of Intention was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 3rd day of NOVEMBER, 2022 by the following roll call vote:

AYES: Commissioners: McGOWAN, LEONHARDT, WEST

NOES: Commissioners:

ABSTAIN: Commissioners:

ABSENT: Commissioners: SPENCER

Said Resolution of Intention to be effective as of the 3rd day of NOVEMBER, 2022.

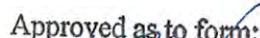


Tom McGowan
Chair, Planning Commission

ATTEST:


Tracey Ferguson, AICP, Planning Director

Approved as to form:


Joshua Brechtel
Deputy Plumas County Counsel