



Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District
Kevin Goss, 2nd District
Thomas McGowan, 3rd District
Greg Hagwood, Chair, 4th District
Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING
MARCH 12, 2024 TO BE HELD AT 10:00 AM
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.

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

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. DISASTER RECOVERY OPERATIONS

Report and update Dixie Fire Recovery efforts; receive report and discussion

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

D. US FOREST SERVICE

Report and update.

E. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

F. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

G. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

H. Receive Presentation from Caltrans District 2 regarding State Route 70 in East Quincy.

I. Plumas County Senior Nutrition & Transportation Services presentation by John Rix, Plumas County Senior Services Director.

2. CONSENT AGENDA

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

A. BEHAVIORAL HEALTH

- 1) Authorize Behavioral Health to allow extra-help employee #101605 to work more than 29 hours per week as needed for 90 days from March-May 2024; not to exceed 1560 hours per 12-month period.

B. PLANNING

- 1) Request Board of Supervisors approval for a refund in the amount of \$524.00 to Indian Valley Butchers, LLC for a portion of the application fee of a withdrawn Special Use Permit.

C. BOARD OF SUPERVISORS

- 1) It is hereby requested that the Board of Supervisors authorize Fish & Game Commission to spend up to \$26,000 from the PG&E settlement that was already allotted to them for the purchase and installation of guzzlers on the north side of Highway 36 above Lake Almanor.
- 2) Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the Almanor Recreation and Park District for the 43rd Annual Chester 4th of July Fun Run, to be held on July 4th 2024 from 9:00 a.m. - 9:30 a.m.
- 3) Approve and authorize the Chair to sign a letter to the Department of Transportation (Cal-Trans), for an encroachment permit for the Chester/Lake Almanor Area for the 4th of July Parade Event (Lake Almanor Chamber of Commerce, July 4, 2024).

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

- 1) Authorize a request to the Plumas County Flood Control and Water Conservation District to borrow funds in an amount not to exceed one hundred ten thousand dollars (\$110,000), for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; (No General Fund Impact)
Discussion and possible action

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

D. CONVENE AS THE PLUMAS COUNTY FLOOD CONTROL AND CONSERVATION DISTRICT

- 1) Approve a Loan from the Plumas Flood Control and Water Conservation District to Beckwourth CSA in an amount not to exceed one hundred ten thousand dollars (\$110,000), to be repaid with interest at the Plumas County pooled funds rate immediately after reimbursement from Water Boards is received; No General Fund Impact.

E. ADJOURN AS THE PLUMAS COUNTY FLOOD CONTROL AND CONSERVATION DISTRICT, AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. SOLID WASTE - Sean Graham

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Public Works and Plumas Sanitation for storm water removal services at the East Quincy Transfer Station; effective February 1, 2024; not to exceed \$28,800; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.
- 2) Approve and authorize Chair and Director of Public Works to sign Amendment No. 1 to the agreement between Plumas County Public Works and InterMountain Disposal, amending the definition of 'Operating Ratio'; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

B. PUBLIC WORKS/ROAD - John Mannle

- 1) Approve and authorize Chair to sign a Purchase Order Between Plumas County Public Works and Industrial Equipment for the fixed asset purchase of Replacement Shop Steam Cleaner; total \$27,687.58; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

C. COUNTY CLERK RECORDER/REGISTRAR OF VOTERS - Marcy DeMartile

- 1) Adopt **RESOLUTION** Approving the Agreement Between the County of Plumas and the California Secretary of State Under the Terms of the Help America Vote Act; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

D. TREASURER-TAX COLLECTOR - Julie White

- 1) Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024. Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 (\$50,346.50), and invoices in year 2024 (\$37,139.45); totaling \$87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; Contingency Funds 0001/20980/528400, see attached County Financial Policy page 9 (Use of Contingencies) discussion and possible action. **Four/Fifths Roll Call Vote**

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. County Administrative Officer's Report
- B. 2023-2024 Mid-Year Budget Review
- C. 2023-2024 Mid-Year Budget Transfers

6. BOARD OF SUPERVISORS

- A. Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on May 7, 2024; discussion and possible action.

- B. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on May 7, 2024; discussion and possible action.
- C. Dixie Fire Settlement Funds; discussion and possible action.

D. CORRESPONDENCE

E. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public Employee Performance Evaluation - Public Works Director (Board Only)
- B. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- 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) and (e)(2) (1 case) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourned meeting to Tuesday, March 19, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: John Mannle, Director of Public Works
MEETING DATE: March 12, 2024
SUBJECT: Receive Presentation from Caltrans District 2 regarding State Route 70 in East Quincy.

Recommendation:

Receive Presentation from Caltrans District 2 regarding State Route 70 in East Quincy.

Background and Discussion:

Receive Presentation from Caltrans District 2 regarding State Route 70 in East Quincy.

Action:

Receive Presentation from Caltrans District 2 regarding State Route 70 in East Quincy.

Fiscal Impact:

Presentation Only.

Attachments:

None



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Audrey Rice, Management Analyst I
MEETING DATE: March 12, 2024
SUBJECT: Plumas County Senior Nutrition & Transportation Services presentation by John Rix, Plumas County Senior Services Director.

Recommendation:

None

Background and Discussion:

Plumas County Senior Services program provides meals and transportation for Plumas County residents over the age of 60 and/or disabled residents.

Action:

None

Fiscal Impact:

None

Attachments:

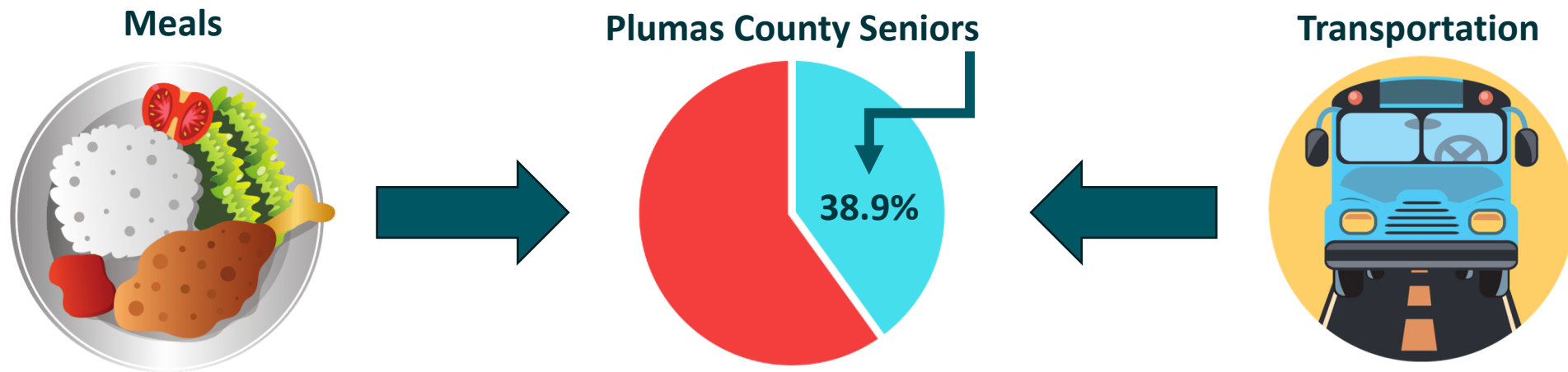
1. 2024 Senior Services BOS Presentation

Plumas County Senior Nutrition & Transportation Services



What do we do?

- Provide meals, transportation, and point-of-contact to Plumas County residents who are over 60 or disabled.
- 38.9%¹ of Plumas County's population is 60 years and older.



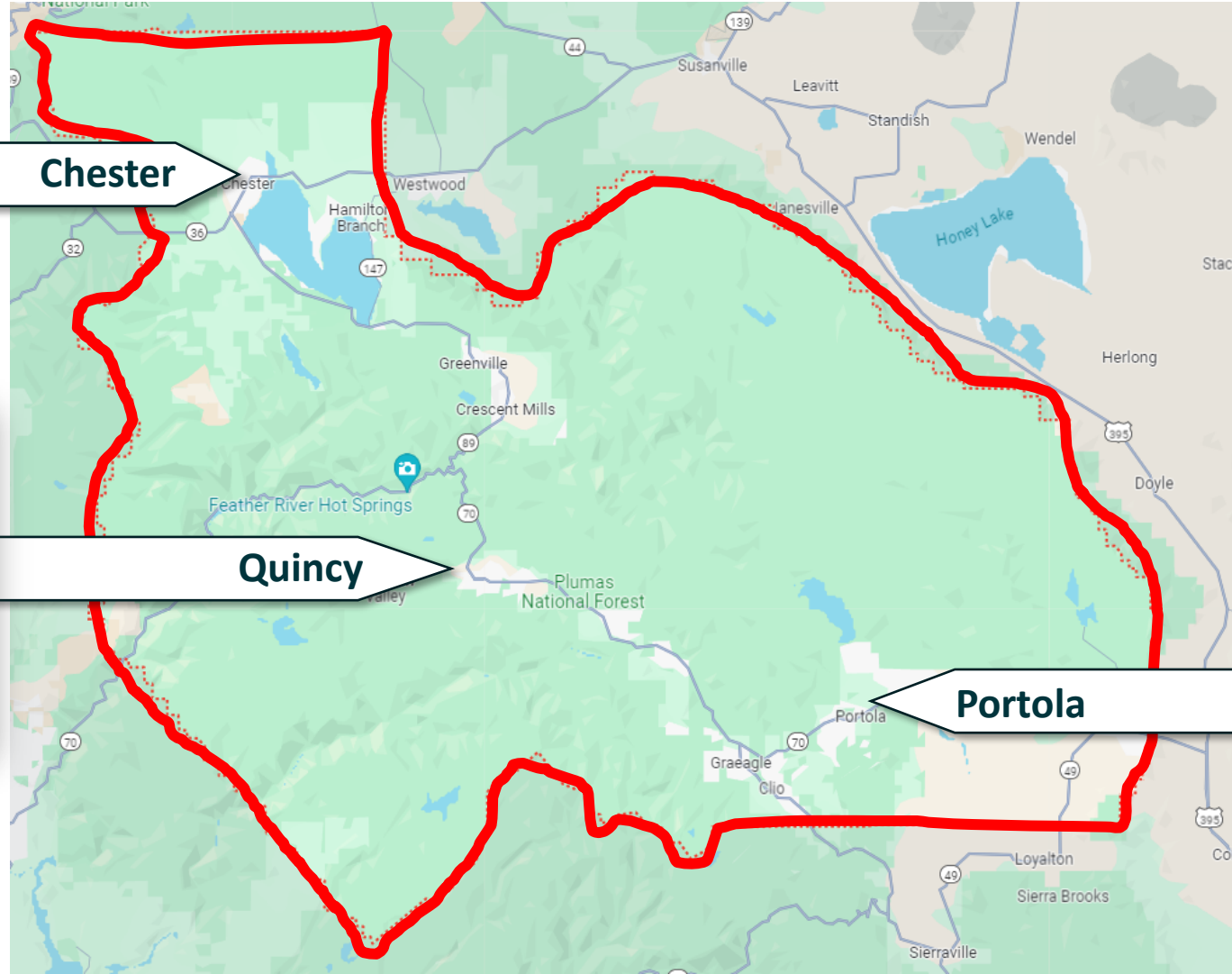
¹According to the United States Census Bureau from the 2022 American Community Survey 5-year Estimates Subject Tables, Plumas County's population of 60 years and older in 2022 is roughly 38.9% from the total population in Plumas County, which is roughly 7,641 people.

<https://data.census.gov/tables/2019/decennial/s0101>: Age and Sex - Census Bureau Table.

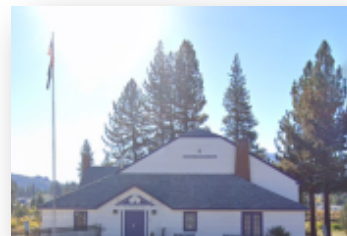
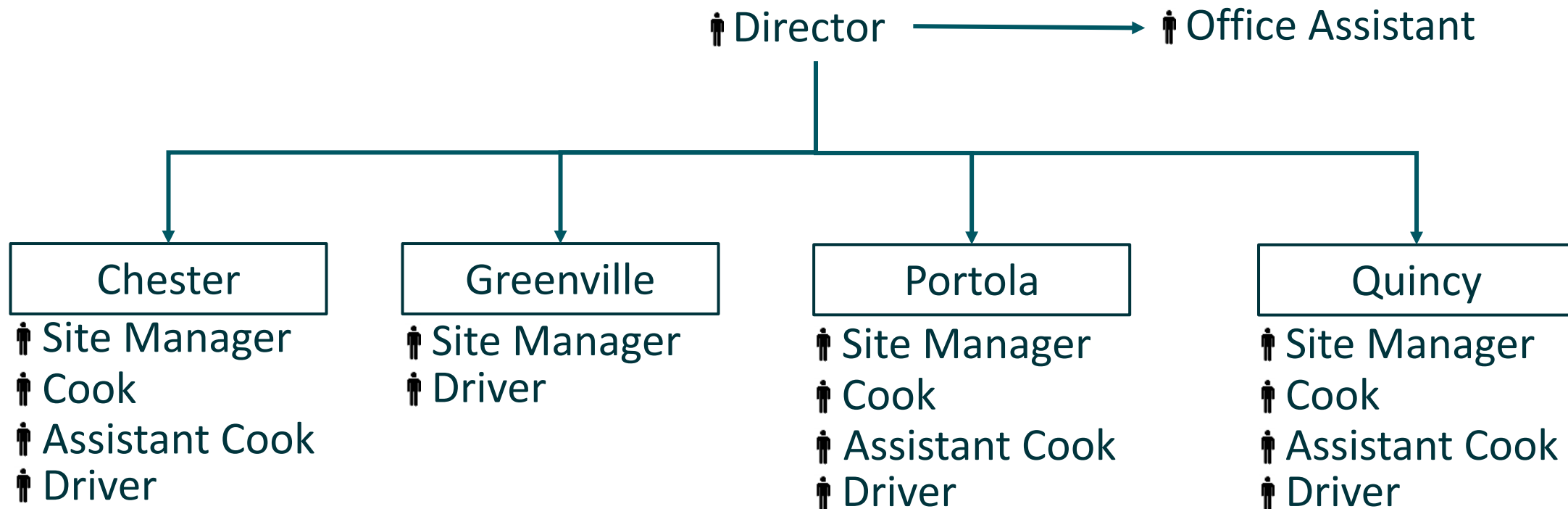
PLUMAS COUNTY PUBLIC HEALTH AGENCY



Congregate Nutrition Sites

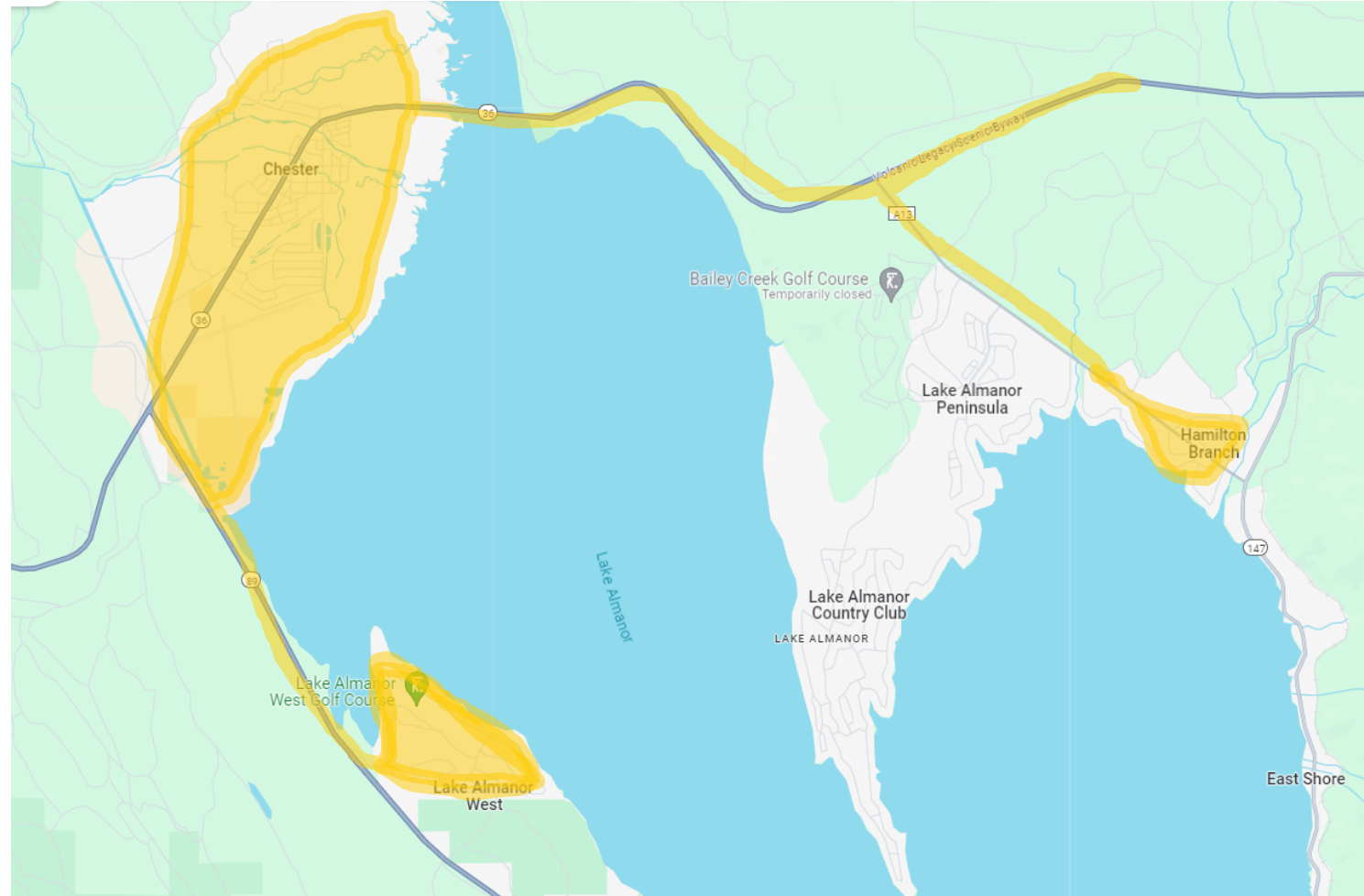


Transportation / Nutrition Sites



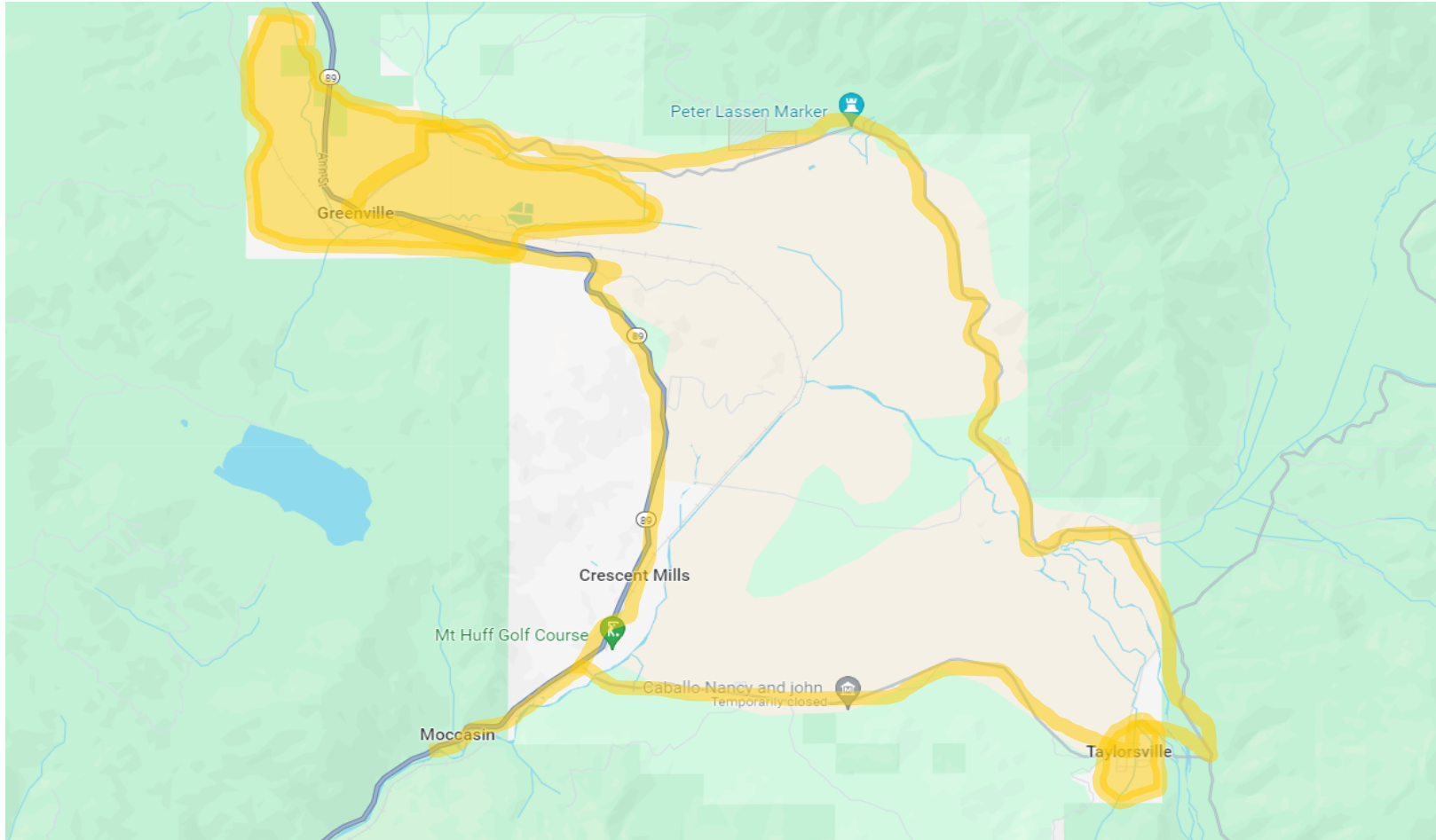
Homebound Meal Routes

Chester



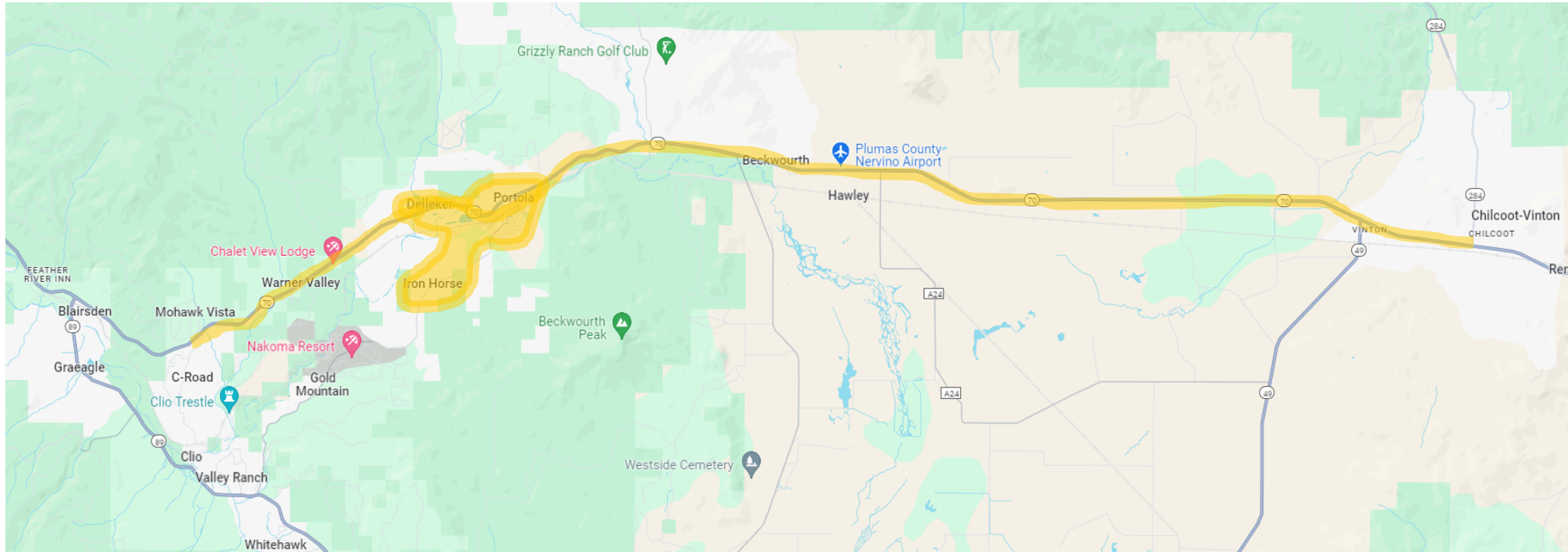
Homebound Meal Routes

Greenville



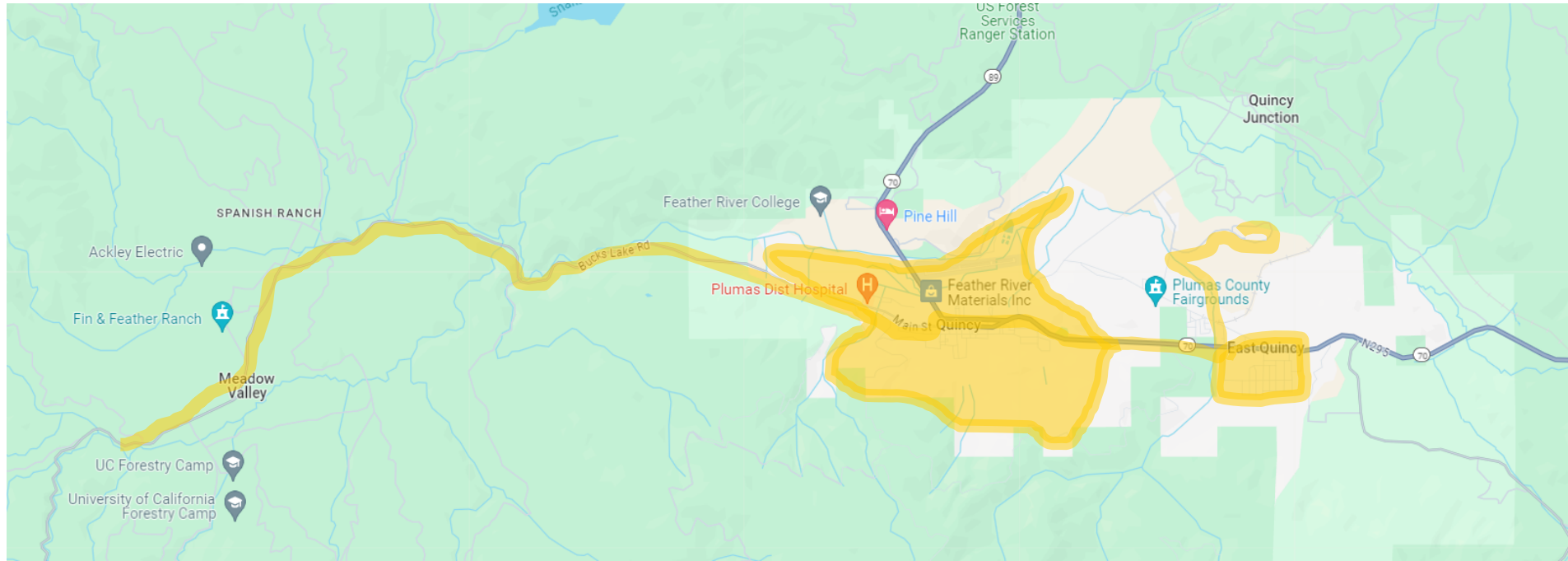
Homebound Meal Routes

Portola



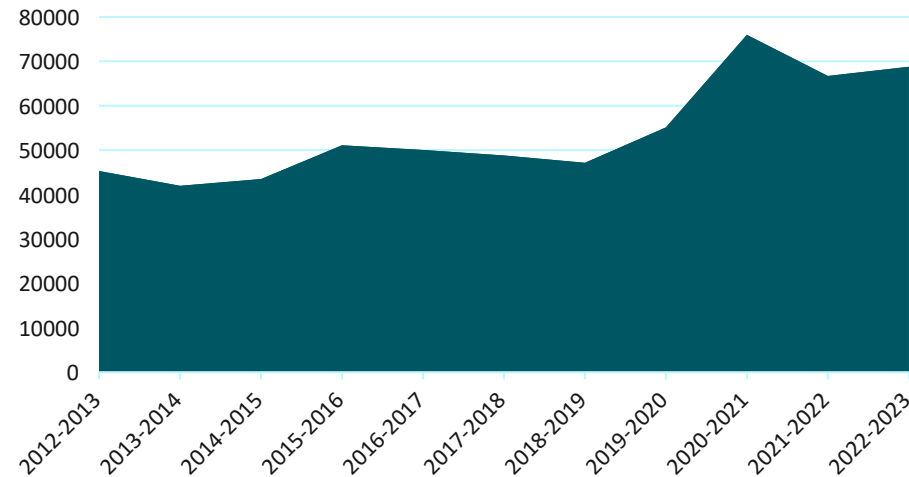
Homebound Meal Routes

Quincy

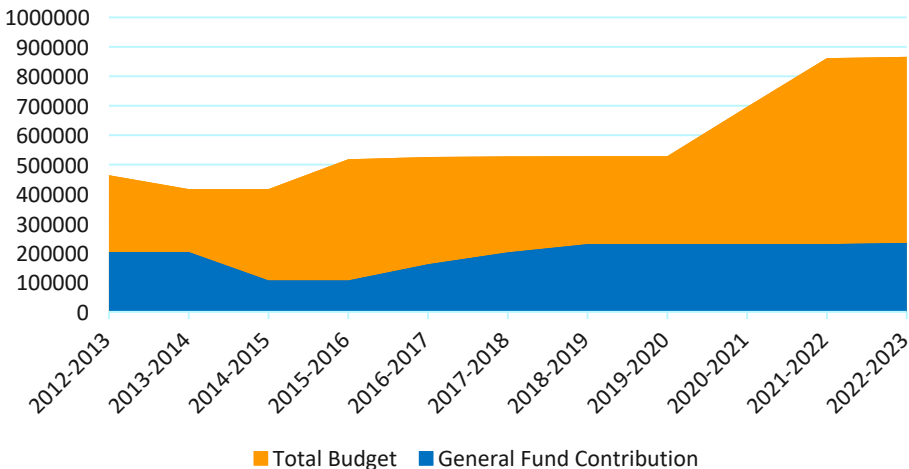


Nutrition Statistics

Annual Meals Served



Annual Nutrition Budget

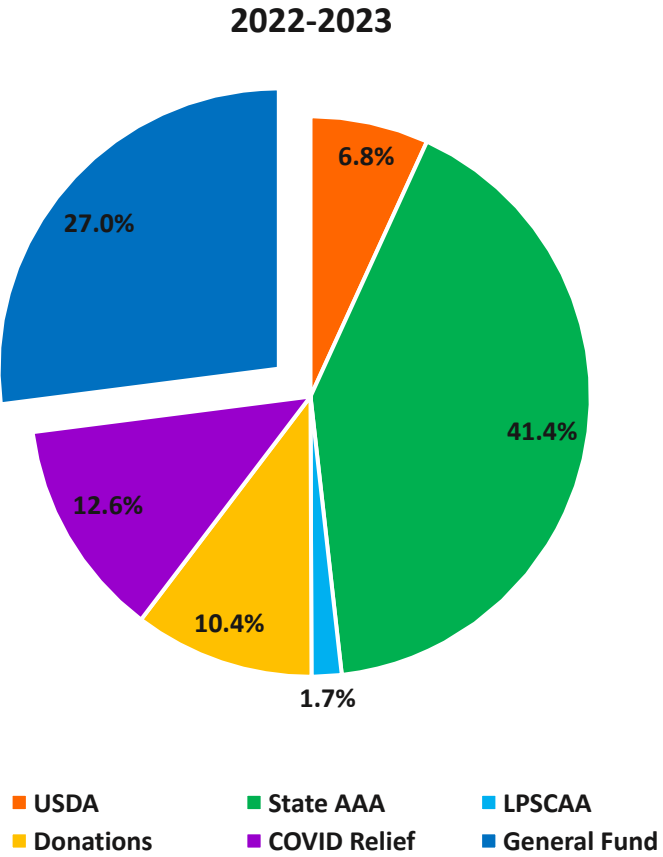


PLUMAS COUNTY PUBLIC HEALTH AGENCY

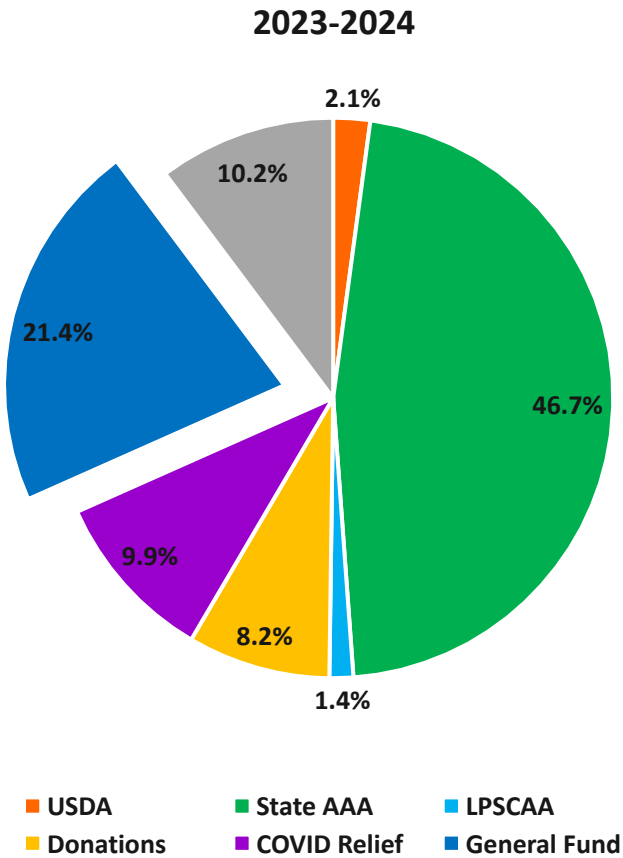
	MEALS SERVED	GENERAL FUND CONTRIBUTION	Total Budget
12/13-	45297	\$203,084	463,985
13/14-	41968	\$203,084	416,901
14/15-	43487	\$106,603	416,901
15/16-	51092	\$106,603	518,235
16/17-	50039	\$161,925	525,880
17/18-	48799	\$201,925	527,993
18/19-	47148	\$229,865	528,712
19/20-	55116	\$229,865	528,712
20/21-	75961	\$229,865	696,386
21/22-	66701	\$229,865	861,629
22/23-	68774	\$234,120	866,058



Nutrition Budget Breakdown



\$866,058



\$1,092,350

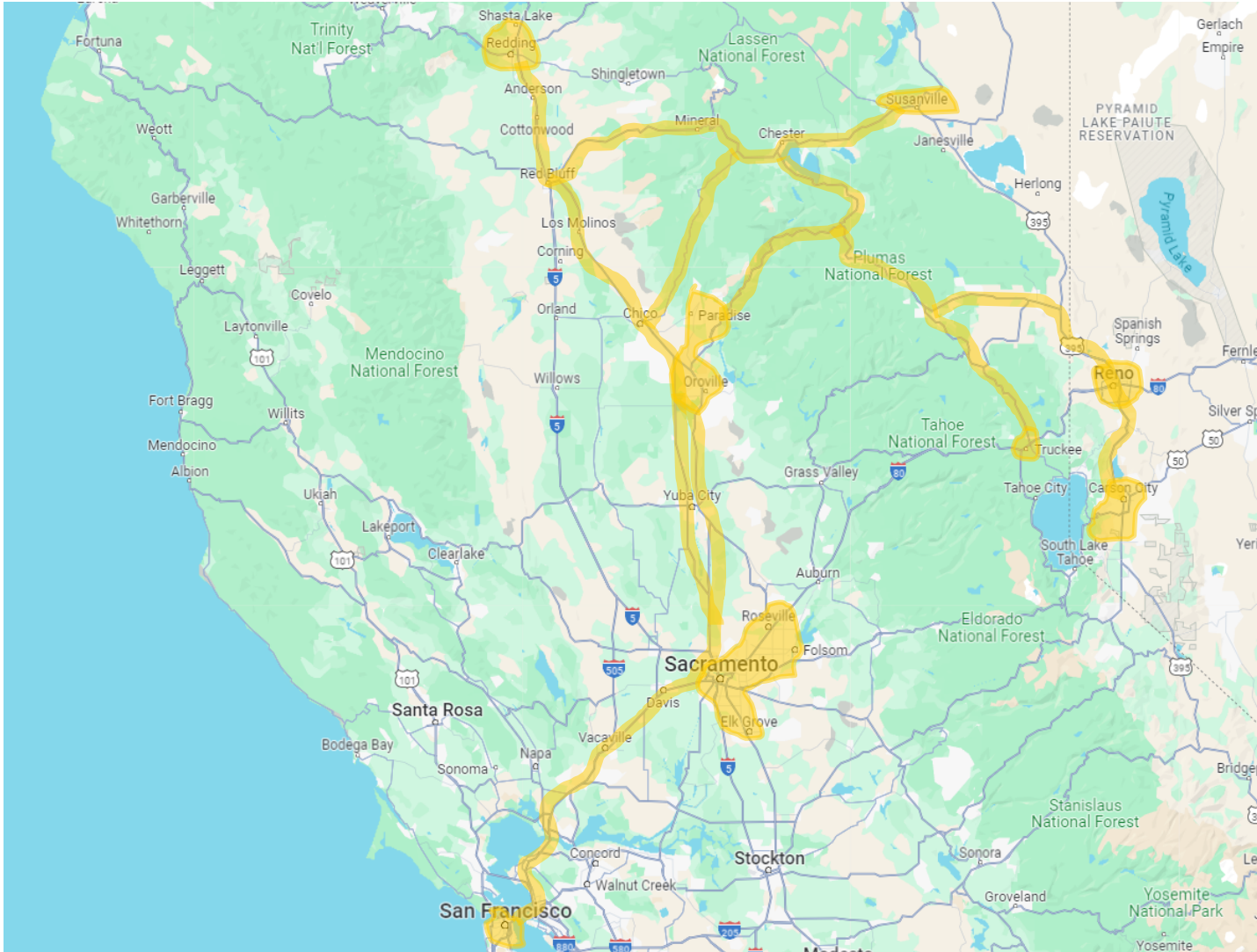


Disaster Service Workers

- Tracking AFN vulnerable population community
- Evacuations
- Care of county residents in shelters
- Engaged to feed shelter populations



Transportation



PLUMAS COUNTY PUBLIC HEALTH AGENCY

- Local doctor appointments and shopping
- Out-of-town doctor appointments
- Weekly Thursday bus trips to Reno (for any age)



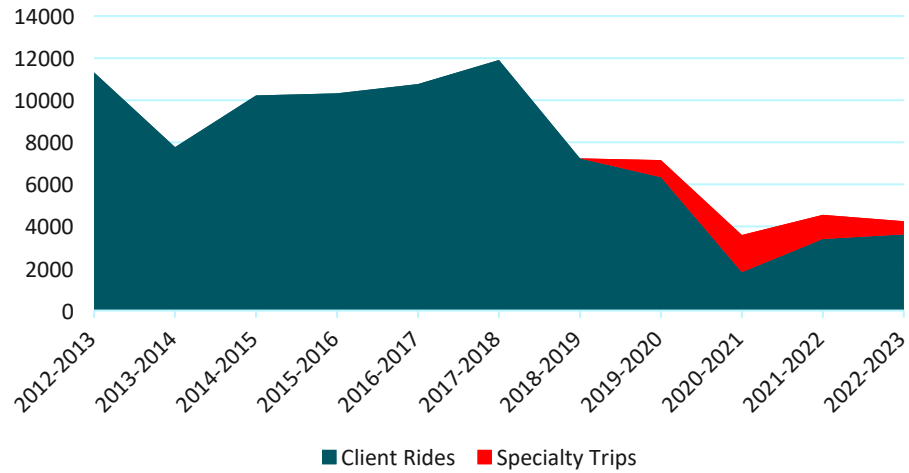
Transportation Changes

- Increased weekly/day dialysis & cancer treatment
- Highway closures cause delays/extended trips
- Vehicle changes *(fewer bus rides and more single-person transportation)*
- Specialty Trips: Covid Response *(i.e. prescription & personalized shopping)*

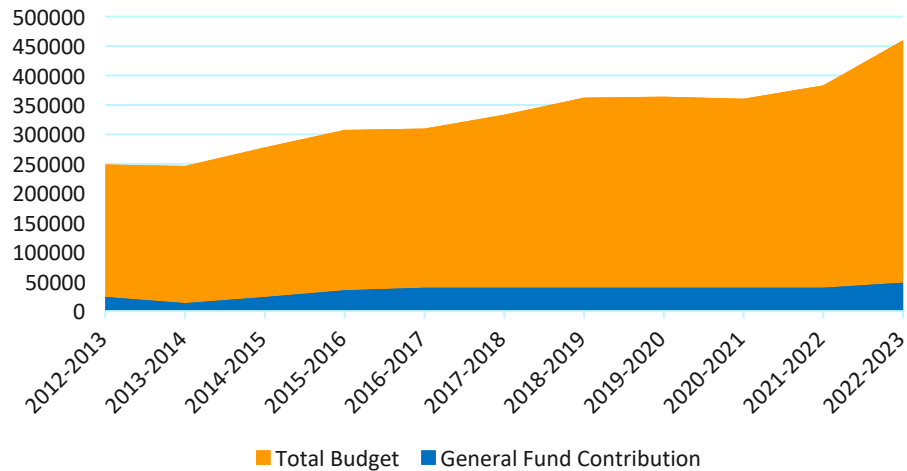


Transportation Statistics

Annual Transportation Numbers



Annual Transportation Budget

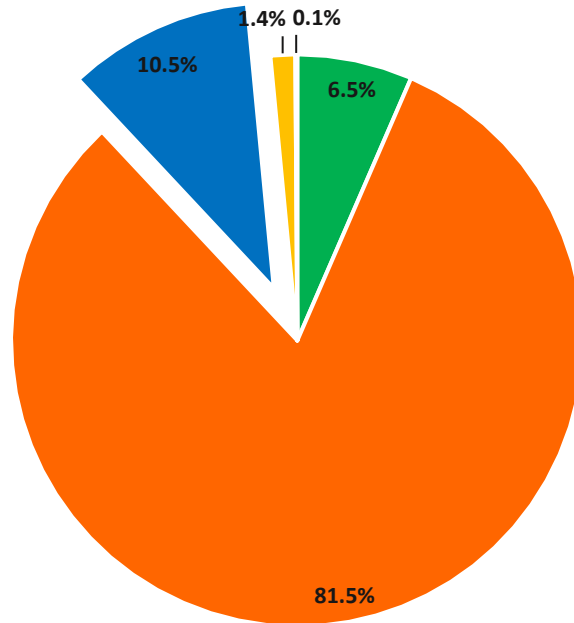


	RIDES GIVEN	Specialty Trips	General Fund Contribution	Total Budget
12/13-	11320		\$23,947	248,870
13/14-	7769		\$13,500	246,487
14/15-	10227		\$23,770	278,025
15/16-	10328		\$35,301	307,637
16/17-	10768		\$39,661	309,904
17/18-	11912		\$39,661	333,417
18/19-	7235		\$39,661	362,417
19/20-	6342	811	\$39,661	364,066
20/21-	1830	1762	\$39,661	360,566
21/22-	3405	1146	\$39,661	383,294
22/23-	3624	624	\$48,153	459,959



Transportation Budget Breakdown

2022-2023

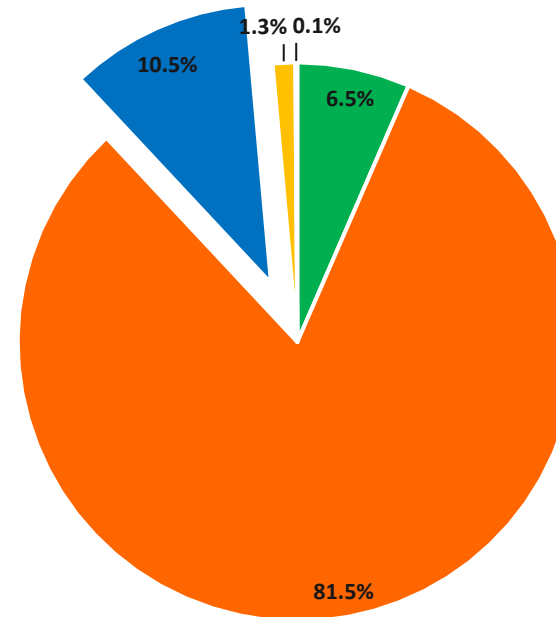


- State AAA
- General Fund
- Public Health

- PC Trasportation Commission
- Donations

\$459,959

2023-2024



- State AAA
- General Fund
- Public Health

- PC Transportation Commission
- Donations

\$459,919



Your Senior Nutrition & Transportation Staff





**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Kyle Hardee, Department Fiscal Officer
MEETING DATE: March 12, 2024
SUBJECT: Authorize Behavioral Health to allow extra-help employee #101605 to work more than 29 hours per week as needed for 90 days from March-May 2024; not to exceed 1560 hours per 12-month period.

Recommendation:

Authorize Behavioral Health to allow extra-help employee #101605 to work more than 29 hours per week as needed for 90 days from March-May 2024; not to exceed 1560 hours per 12-month period.

Background and Discussion:

Behavioral Health employees a part-time extra-help Information Systems Technician to assist with the technology needs of the department. The full-time employee is extended leave, leaving the department understaffed to handle the technology needs of the Department. Utilizing a part-time employee for more than 29 hours a week is critical to department operations during this time period.

Action:

Approve and authorize extra-help employee #101605 to work more than 29 hours per week as needed for 90 days from March-May 2024

Fiscal Impact:

No General Fund Impact, approved in FY 23/24 budget.

Attachments:

None



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: March 12, 2024

SUBJECT: Request Board of Supervisors approval for a refund in the amount of \$524.00 to Indian Valley Butchers, LLC for a portion of the application fee of a withdrawn Special Use Permit.

Recommendation:

Request Board of Supervisors approval for a refund in the amount of \$524.00 to Indian Valley Butchers, LLC for a portion of the application fee of a withdrawn Special Use Permit.

Background and Discussion:

On March 24, 2023, a Special Use Permit application was submitted to the Planning Department by Indian Valley Butchers, LLC (Jared and Megan Morris), to permit the processing and retail meat product sales on the property located at 628, 630, and 632 Crescent Street, Greenville, which has a primary zoning of C-2 (Periphery Commercial). Upon receipt, the Application was reviewed by Planning staff and provided to various departments and agencies for a 30-day review. The 30-day review period closed on May 26, 2023, and the application was determined to be incomplete due to additional information being requested by the California Department of Transportation (Caltrans). Planning staff provided a letter to the applicant on June 5, 2023, concerning the additional information being requested from Caltrans.

After the applicant had discussions with Caltrans and Planning staff, Indian Valley Butchers, LLC, sent an email (Attachment 1) on January 20, 2024, to Planning staff withdrawing the Application. As the Application has been withdrawn, a partial refund of the filing fee is possible.

The refund amount is calculated as the filing fee less the amount for Planning staff's review of the Application. Planning staff's review is calculated at the "Planner's hourly rate" of \$101.00 per hour as set forth on the Planning Department's Fee Schedule (Attachment 2). Therefore, with a filing fee of \$1,231.00 less \$707.00 for the seven (7) hours of Planning staff's review and processing of the application, the refund amount would be \$524.00. Therefore, if the Board approves, Indian Valley Butchers, LLC, would be entitled to a refund in the amount of \$524.00.

Action:

Request Board of Supervisors approval for a refund in the amount of \$524.00 to Indian Valley Butchers, LLC for a portion of the application fee of a withdrawn Special Use Permit.

Fiscal Impact:

A reduction in Planning Department general fund revenue of \$524.00

Attachments:

1. Indian Valley Butchers App Withdrawn Email
2. Planning Fee Schedule_2023

Evans, Tim

From: Megan Morris <memc33@yahoo.com>
Sent: Saturday, January 20, 2024 10:33 AM
To: Ferguson, Tracey; Evans, Tim
Subject: Withdraw Special Use Permit Application

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

Hello,

Indian Valley Butchers would like to withdraw their application for a Special Use Permit for 632 Crescent St, Greenville. We have decided not to pursue the purchase of this property due to the prohibitive cost of Cal Trans drainage requirements.

Thank you for all of your assistance, it is much appreciated!

Jared and Megan Morris

PLANNING & BUILDING SERVICES FEE SCHEDULE

Resolution No. 07-7417 effective December 1, 2007
(Environmental Health Dept. Fees Effective 1/1/20)
(Public Works Fees Effective 10/7/18)
(Engineering Fees Effective 10/7/18)

Make check payable to **PLANNING & BUILDING SERVICES**
Fees are non-refundable

Note: All Planning Dept. fees include Engineering, Environmental Health & Public Works fees where applicable.

AGENDA REQUEST (per year)	\$31.00
AMENDMENT (Reconsideration of approved application)	1/2 of current fee plus \$25.00 + 1/2 of current fee (Public Works) + 1/2 of current fee (Engineering)
APPEAL	\$770.00
CAMPGROUND	\$799.00
CERTIFICATE OF COMPLIANCE (per resultant parcel)	\$1,009.00
CODE AMENDMENT	\$926.00
COMPACT DISC PRODUCTION (With Planning Information)	\$15.00
DEVELOPMENT AGREEMENT	\$3,186.00 + \$1,000 deposit billed at \$77.54/hr. (Public Works) + \$1,000 deposit billed at \$75.57/hr. (Engineering)
DEVELOPMENT AGREEMENT AMENDMENT	\$1,672.00 + \$1,000 deposit billed at \$77.54/hr. (Public Works) + \$1,000 deposit billed at \$75.57/hr. (Engineering)
EIR (Prepared by Consultant) (You will also be responsible for a 2023 Fish & Wildlife filing fee of \$3,839.25)	\$6,873.00 + 5.41% of EIR cost paid by developer
EIR (Prepared by Planning Dept.) (You will also be responsible for a 2023 Fish & Wildlife filing fee of \$3,839.25)	\$3,442.00 + \$89.00 per hour
EXTENSION OF TIME (to record a final map)	\$386.00
FLOOD PLAIN DETERMINATION	\$25.00
GENERAL PLAN AMENDMENT / ZONE CHANGE	\$1,663.00
HYDRO-ELECTRIC PROJECT	\$3,121.00 + \$1,000 deposit billed at \$77.54/hr. (Public Works) + \$1,000 deposit billed at \$75.57/hr. (Engineering)
INCOMPLETE APPLICATION	\$101.00
LOT LINE ADJUSTMENT	\$1,131.00 + \$62/lot
MINE INSPECTION	\$274.00 + \$25.00 per acre
MODIFICATION OF RECORDED MAP <i>by Amendment of Recorded Map</i>	\$1,233.00 + \$50.00 per map
MODIFICATION OF RECORDED MAP <i>by Certificate of Correction</i>	\$1,082 + \$50.00 per map
MODIFICATION OF DEVELOPMENT STANDARDS	\$1,509.00 + \$25.00 per lot

NEGATIVE DECLARATION (Prepared by County) <i>(You will also be responsible for a 2023 Fish & Wildlife filing fee of \$2,764.00)</i>	\$2,788 + \$101 per hour
NEGATIVE DECLARATION (Prepared by Consultant) <i>(You will also be responsible for a 2023 Fish & Wildlife filing fee of \$2,764.00)</i>	\$5,066.00 + 5.41% of the Negative Declaration cost paid to the consultant
OWNER INITIATED MERGER	\$202.00
PERMIT TO MINE / RECLAMATION - FEDERAL	\$2,989.00 + \$202.00 per acre
PERMIT TO MINE / RECLAMATION - PRIVATE	\$2,989.00 + \$202.00 per acre
PLANNER'S HOURLY RATE (Consultations longer than 15 min.)	\$101.00
PLANNED DEVELOPMENT PERMIT (Without Tentative Map)	\$2,148.00 + \$125.00 per lot
PLANNED DEVELOPMENT PERMIT (With Tentative Map)	\$1,571.00
RECONSIDERATION OF APPROVED APPLICATION	1/2 Current Fee + \$25.00
RECONSIDERATION OF TENTATIVE MAP	1/2 Current Fee + \$25.00
REQUEST FOR NOTICE OF APPLICATION	\$294.00 per year
REVERSION TO ACREAGE	\$689.00
SIGN PERMIT	\$101.00
SITE DEVELOPMENT PERMIT	\$1,327.00
SPECIAL USE PERMIT (4-H or FFA)	\$0.00 (no fee)
SPECIAL USE PERMIT	\$1,231.00
SPECIAL USE PERMIT – AMENDMENT	\$688.00
TECHNICAL REPORT REVIEW <i>(Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies, and Geotechnical Reports)</i>	\$1,000 deposit billed at \$77.54/hr. (Public Works) \$500 deposit billed at \$75.57/hr. (Engineering)
TENTATIVE MAP	\$2,010.00 + \$413.00 per lot
VARIANCE	\$1,167.00
WILLIAMSON ACT CONTRACT / FARMLAND SECURITY ZONE	\$592.00
FARMLAND SECURITY ZONE FROM WILLIAMSON ACT CONTRACT	\$390.00
ZONE CHANGE	\$1,325.00



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: March 12, 2024

SUBJECT: It is hereby requested that the Board of Supervisors authorize Fish & Game Commission to spend up to \$26,000 from the PG&E settlement that was already allotted to them for the purchase and installation of guzzlers on the north side of Highway 36 above Lake Almanor.

Recommendation:

It is hereby requested that the Board of Supervisors authorize Fish & Game Commission to spend up to \$26,000 from the PG&E settlement that was already allotted to them for the purchase and installation of guzzlers on the north side of Highway 36 above Lake Almanor.

Background and Discussion:

The Commission would like to replace the guzzlers currently located at the above location. These guzzlers were severely damaged during the Dixie Fire and are not salvageable. Utilization of these guzzlers by wildlife will protect both the wildlife and the motorists on that portion of Highway 36 as the wildlife will not need to cross the highway to access water. The Fish and Game Commission is requesting permission from the Board to use up to \$26,000 from the already allotted funds that have been awarded to them.

Action:

It is hereby requested that the Board of Supervisors authorize Fish & Game Commission to spend up to \$26,000 from the PG&E settlement that was already allotted to them for the purchase and installation of guzzlers on the north side of Highway 36 above Lake Almanor.

Fiscal Impact:


No General Fund Impact; funds for this contract will come from Fish & Game Commission Dixie Fire Settlement funds that were already allotted to the Fish & Game Commission.

Attachments:

1. Item No. 2.C.1.

BOARD AGENDA REQUEST FORM

Department: Fish & Game Commission

Authorized Signature: 

Board Meeting Date: March 12, 2024

Request for 0 minutes for presentation

(If a specific time is needed, please contact the Clerk of the Board directly.)

Consent Agenda: ☒ Yes ☐ No

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

A. It is hereby requested that the Board of Supervisors authorize the Fish & Game Commission to spend up to \$26,000 from the PG&E settlement for the purchase and installation of guzzlers on the north side of Highway 36 above Lake Almanor.

B.

C.

Review by Necessary Departments:

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

N/A

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

N/A

Attached Documents:

Contracts/Agreements:

Three copies? (Y ☐ /N ☐)

Signed? (Y ☐ /N ☐)

Budget Transfers Sheets:

Signed? (Y ☐ /N ☐)

Other: _____

Publication:

☐ Clerk to publish on _____ ☐ Notice attached and e-mailed to Clerk.

☐ Notice to be published _____ days prior to the hearing. _____
(if a specific newspaper is required, enter name here.)

☐ Dept. published on _____ (Per Code § _____). ☐ Copy of Affidavit Attached.

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

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes: ☐ No: ☐ Not Applicable: ☐

If Not Applicable, please state reason why: _____

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

PLUMAS COUNTY FISH & GAME COMMISSION

P.O. Box 1021, Quincy, CA 95971
530 394-7762

TO: Plumas County Board of Supervisors

FROM: Ron Horton Chair
Fish & Game Commission 

RE: Use of PG&E Settlement Funds to Purchase/Install Guzzlers

DATE: March 12, 2024

It is hereby requested that the Board of Supervisors authorize the Fish & Game Commission to spend up to \$26,000 from the PG&E settlement for the purchase and installation of Guzzlers on the north side of Highway 36 above Lake Almanor

Background & Discussion: The Commission would like to replace the guzzlers currently located at the above location. These guzzlers were severely damaged during the Dixie Fire and are not salvageable. Utilization of these guzzlers by wildlife will protect both the wildlife and the motorists on that portion of Highway 36 as the wildlife will not need to cross the highway to access water.

Thank you.

**PLUMAS COUNTY FISH & GAME
MEETING MINUTES
December 7, 2023**

The meeting was called to order by Chair Horton.

Roll Call

Commissioners Guillory, Orange, Magill, Rotta, Horton, Pleau, Brubaker, Roccucci, and Valle were present; none were absent.

Pledge of Allegiance

The Pledge of Allegiance was recited.

Approval of October 2023 Minutes

Commissioner Valle moved to approve the October 2023 Minutes as presented; Commissioner Orange seconded; **Motion passed by voice vote.**

Guests

Erika Brenzovich – QES Parent
Warden Sean Ihle – Portola CDFW
Warden Gary Peabody – Quincy CDFW
Lt. Kyle Kroll – CDFW
Amber Mouser – CDFW

Urgency Items

None were presented

Correspondence & Bills

None were presented

Public Comment:

None were heard.

Old Business:

- a) **Further Discussion – Facebook Page:** Commissioner Roccucci volunteered to help with setting up the Facebook page for the Commission. He reminded them that the Secretary would create the page but that the Commissioners would be

responsible for providing content and information to keep it current. The Commissioners would also have to provide short bios for the page as well as a Mission Statement for the public explaining the Commission's purpose. Commissioner Valle suggested they just have the names of each Commissioner and the District they represent on the page without a bio. Commissioner Rotta advised that he'd come across a discussion that the Commission had several years ago regarding a gentleman in Redding wanting to develop a Northern California Fish & Game Commission FaceBook page. Commissioner Rotta suggested trying to determine whether that exists and whether the Commission can model their FaceBook page similarly. Commissioner Valle suggested continuing to work on this through the winter advising that he would develop a Mission Statement for everyone's approval and that the Commissioners should look on their phones for wildlife photos that would be appropriate for the page.

New Business:

- a) **Report: Guzzler Installation – Orange:** Commissioner Orange talked with Steve DeBonis, Land Manager of Sierra Pacific Industries; he's still very supportive of the Commission placing the guzzlers as described before. DeBonis advised that in March he would provide Commissioner Orange with a list of contractors to install the guzzlers. Commissioner Orange further reported that DeBonis is amenable to even more guzzlers being installed within the footprint of the Dixie fire. Commissioner Valle advised that the request to purchase the guzzlers would have to be on the Board of Supervisor's Agenda to obtain their approval to spend these funds. Commissioner Orange advised that the guzzlers could be stored at the 101 Ranch until they're ready to be installed. Commissioner Valle reminded the Commission of the quote from Boss Tanks from Elko, NV, for two 1800-gallon tanks, including freight to Chester, was \$15,273. Chair Horton suggested getting three tanks to help mitigate the roadkill from animals crossing the highway. Chair Horton further suggested getting a proposal for three and then determining whether a couple more could be placed more toward Westwood and getting the matter before the Board for approval. Chair Rotta suggested estimating what the cost would be including a third guzzler, making a motion to approve the funds, and then have the secretary put it on the Agenda for the Supervisors. Commissioner Valle advised that each tank is \$6,500 plus freight at approximately \$700 each. Commissioner Orange advised that the contractor would have to be paid as well. **Commissioner Rotta moved that the Commission fund up to \$26,000 from the PG&E Settlement for the replacement of up to three guzzlers and their installation along Highway 36; motion seconded by Commissioner**

Roccucci. Motion passed by voice vote. Commissioner Valle advised that he would obtain an invoice from Boss Tanks and asked Commissioner Orange for a delivery address.

- b) **Request for Funds – 6th Grade Class Plumas to Pacific Trip – Breznovich:** Erica Breznovich addressed the Commission regarding the 6th grade class and their Plumas to Pacific Trip scheduled for this year. She told the Commission of value of the program and the excellent learning potential, advising that it's a four-day trip in the spring with the class following the watershed from the headwaters to the delta and then on to San Francisco. The school funds the camping and aquarium fees, but they cannot fund food or souvenir t-shirts and re-usable plates. Breznovich advised that the parents are trying to raise \$5,500 and would appreciate any amount the Commission can give toward that goal. Chair Horton advised Breznovich that in the past Rob Wade would approach the Commission and get an equal donation, usually \$500, for each school. Chair Horton commented that he'd like to see the donation made to all the schools in the amount of \$999, the most that can be given without Board approval. Breznovich volunteered to coordinate with Rob Wade to determine the best way to handle the contribution. Commissioner Valle commented on what a beneficial program this is for the children. Chair Horton suggested funding the trip on a \$20 per student basis up to \$999, rather than a flat donation of \$999 to each school. **Commissioner Roccucci moved to fund the trip at \$20 per student, not to exceed a total of \$999, for the Plumas Watershed Trip with that being a template for possible future donations; Commissioner Orange seconded the motion.** Commissioner Valle advised Breznovich that she would have to provide the address for the delivery of the funds. Commissioner Rotta asked whether any of the students might be interested in presenting a report to the Commission on what they learned. Commissioner Valle suggested a picture of the kids for the Facebook page. **Motion passed by voice Vote.**

- c) **Nomination of 2024 Officers:** Commissioner Valle offered to be Vice Chair for a second term. Chair Horton nominated Commissioner Magill for 2024 Chair; Commissioner Orange seconded the nomination. Commissioner Rotta nominated Commissioner Valle as Vice Chair; Chair Horton seconded the nomination.

Reports

Warden Reports:

Lt. Kyle Kroll, CDFW warden, introduced the two new wardens, Ihle and Peabody, advising that they have been here for about six months. He went over their

prior experience and backgrounds. Both are avid hunters and fishermen. He further advised that there is only one vacancy at present in Lassen County. He went on to report that there have been several deer and bear poaching cases overlapping with Lassen County, hunting without tags, etc. There were also two substantial hound dog related poaching cases originating in Lassen County that then spilled over into Plumas County. Commissioner Guillory asked whether there was a warden out of Susanville, one for Clear Creek and one for Chester; Kroll advised that there are two official positions in Lassen County that on paper are Susanville and Westwood and that the Westwood position is currently vacant. Plumas County has three positions, Chester, Quincy, and Portola, and a warden for Sierraville. Commissioner Rotta questioned how the local Hmong hunting organization was doing; Kroll advised that there are many out-of-towners coming to Plumas County of all demographics. He further advised that there have been many spot checks with extremely good compliance overall this year. He went on to state that their experience has been positive with folks that come from the inner cities. Further discussion was had about hunting and trespassing on SPI land. Commissioner Valle questioned the steps for a person who kills a bear legally; Kroll advised that the hunter should call Cal-Tip and talk with one of the dispatchers who can then reach one of the wardens to sign off on the tag. Kroll advised that the wardens need to see the skull and validate the tag; Commissioner Valle asked whether the skin could be left in the woods and was advised in the affirmative except for the skin covering the skull. Commissioner Valle questioned the wardens regarding the health of the deer herds both within the fire and without; the wardens said the deer have been looking well. They also commented that the vast majority of does are being accompanied by two fawns and that a good number of the fawns are male. Further conversation was had about a recent rabies outbreak. Lt. Kroll advised that the Jr. Pheasant Hunt this year was very successful with the biggest turnout in the last ten years. Mouser suggested that if any of the Commissioners have extra time in late May and early June, it would be great if they could attend the kids' fishing days that she has scheduled for the different communities. Commissioner Orange commented that the Commission has missed the presence of the wardens. Commissioner Orange further stated that Warden Awbrey hadn't attended a meeting in over four years and Lt. Kroll had not attended for the past three years. Commissioner Orange advised that he viewed this meeting as a fresh start and he's really glad the wardens are attending and feels the meeting was very productive.

Biologist Reports:

Amber Mouser, CDFW biologist reported that there are spring run eggs. She also reported that she got three lakes approved for goldens, but none were available this year. Chair Horton questioned whether the golden predate on the brook trout and was advised that they do not while they are small. She further advised that originally Snake Lake was planted with blue gill and large mouth bass. She went on to state that she put

10,000 fingerling rainbows in the middle, lower three-lakes this year. Commissioner Valle questioned whether there were goldens in Young America Lake below Sierra Buttes. Mouser advised that they planted it with goldens, but that the last time they surveyed it there was only one golden. Commissioner Guillory advised that it was his understanding that no planting was allowed further north than the diversion dam, but yet they planted eggs further up. Mouser advised that when they were approving this process, she attempted to modify the pre-stocking evaluation, but was shut down when they routed it through a different process calling it an experimental population. Commissioner Magill asked whether Mouser had anything to do with the beaver relocation program; Mouser advised that she was receiving information initially, but now is not. The Commission thanked Mouser for attending the meeting.

Commissioner Reports:

Commissioner Rotta reported that the bears are starting to show up on Jackson Street; he also reported an abundance of bear scat in the fields where he's been hunting for quail. He further reported that he's noticed that the silk tassel, which is loaded with purple berries, is in the bear scat. Chair Horton asked whether Commissioner Rotta has seen any bear in the fire footprint; Commissioner Rotta replied that he hasn't really been in the fire footprint except for a brief amount of time below Mt. Hough and that he did not see any bear.

Commissioner Orange reported that there are now eight packs of wolves in California. Four of those packs are in Plumas County. Of the eight packs, five are reproductive; three are not guaranteed reproductive. There is the traditional Lassen, Plumas, Westwood and Indian Valley packs; then Genessee, Dixie Valley and Squaw Valley. There is a pack on the southeast corner of Sierra Valley, one that is at the Beckworth Pass area toward Doyle. There are four separate groups now. Three of them have collars; one does not. Commissioner Valle questioned whether they got a collar on the Squaw Valley Pack. The most active pack is the one in Siskiyou County; the pack has killed 60 cows this year.

Commissioner Orange further reported that he'd had a good conversation with Kent Roby about the confirmed wolf kill on Stampfli Lane. A 350 lb. calf was killed, and Roby advised them to put in for reimbursement what they would expect the market value to be when the calf would have sold, estimating his weight at that time. Commissioner Orange advised that Roby also called a rancher and advised him that there were wolves in his pasture based on the satellite tracking data and that rancher was able to go out and scare the wolves off. Roby is also involved in a program where t-posts and electric fence are put up where wolves are to keep them away; Roby advised Commissioner Orange that he wants to expand the t-post program and he may be approaching the Commission for funding.

Commissioner Valle reported that he received an e-mail from the State Fish & Game Commission stating that there will be more elk hunts and elk tags for California this coming season. They should be finalizing the new hunts and the increase in quotas at their next meeting in December. He further reported that the State is going to adopt a longer goose and duck hunting season to 103 days. He also mentioned that there was something regarding bull frogs and non-native turtles; possibly eradication. Commissioner Valle further reported that there is language out now regarding fishing contests and the \$275 fee will be charged if there is prize money and if a Department person is on site during the tournament.

Commissioner Brubaker reported that the bitter brush planting near Hallelujah Junction was successful, and that they plan to have it again next year. He further reported that the bird counts are increasing.

Commissioner Magill suggested that if a meeting is cancelled at the last minute, perhaps a notice could be placed outside to let those attempting to attend know. Further discussion was had regarding the number of Commissioners necessary to make a quorum.

Dorothy J. Miller

Dorothy J. Miller, Recording Secretary



BOSS TANKS, INC.
PO BOX 70
7861 E. IDAHO ST.
ELKO, NV. 89803

PAY FROM THIS INVOICE

Date	Invoice #
2/26/2024	68236

Bill To
PLUMAS COUNTY GAME AND FISIT COMMISSION

Ship To

P.O. No.	Terms	Rep	Ship Date	Ship Via	FOB
	Net 30	T.J.	2/26/2024	Boss Tanks	

Description	Qty	Rate	Amount
WILDLIFE GUZZLER TANK W/DOME TOP AND DRINKER DELIVERED TO : Sierra Pacific Industries 468000 Highway 36E/101 Ranch Westwood, CA 96137	2 1	6,500.00 1,200.00	13,000.00T 1,200.00

RECEIVED BY _____

Subtotal	\$14,200.00
Sales Tax (0.0%)	\$0.00
Total	\$14,200.00
Payments/Credits	\$0.00
Balance Due	\$14,200.00

Phone #	Fax #
(775) 738-2677	(775) 738-2367

DURKIN CONSTRUCTION INC.

P O BOX 1940
CHESTER, CA 96020

Proposal

Date

2/26/2024

Name / Address

Plumas County Fish and Game Commission

Project

			Project
Description	Qty	Rate	Total
Install 2 wildlife guzzlers and remove, then dispose of one damaged guzzler. Locations to be determined by SPI and Plumas County Fish and Game Commission. Price includes a two man crew, 3 axle dump truck, 24' 3 axle trailer, backhoe, and water truck.		2,400.00	2,400.00
Thank you for the opportunity to bid your project.			Total \$2,400.00

Phone #

(530) 258-3331

Fax #

(530) 258-3332



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: March 12, 2024

SUBJECT: Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the Almanor Recreation and Park District for the 43rd Annual Chester 4th of July Fun Run, to be held on July 4th 2024 from 9:00 a.m. - 9:30 a.m.

Recommendation:

Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the Almanor Recreation and Park District for the 43rd Annual Chester 4th of July Fun Run, to be held on July 4th 2024 from 9:00 a.m. - 9:30 a.m.

Background and Discussion:

Yearly event, and request from the Almanor Recreation and Park District.

Action:

Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the Almanor Recreation and Park District for the 43rd Annual Chester 4th of July Fun Run, to be held on July 4th 2024 from 9:00 a.m. - 9:30 a.m.

Fiscal Impact:

No General Fund Impact

Attachments:

1. ARPD Request for Letter of Support for Fun Run 2024
2. Chester 4th of July Fun Run Encroachment permit letter - BOS LETTER



P.O. Box 325
101 Meadowbrook Loop
Chester, Ca. 96020
530-258-2562
arpd01@frontier.com

February 27, 2024

Mr. Tom Mc Gowan
Plumas County Board of Supervisors
520 Main Street Room 309
Quincy, Ca 95971

Re: Almanor Recreation and Park District 4th of July Fun Run 2024

Dear Supervisor Mc Gowan:

The Almanor Recreation and Park District (ARPD) is holding the 43rd Annual Chester 4th of July Fun Run on the morning of July 4, 2024 starting at 9 a.m. in Chester, Ca. The event will start on the Collins Pine lawn and proceed one mile down Main Street to the finish at the Bidwell House. Main Street will be closed to traffic from 9:00 a.m. to 9:30 a.m.

ARPD respectfully requests that the Plumas County Board of Supervisors provide a letter of support for this event. The letter should acknowledge that the Plumas County Board of Supervisors has been notified of the above captioned event and the Board of Supervisors has no objection to issuance of an encroachment permit by Caltrans.

If you have any questions, please contact me at (530) 258-6287. Thank you for your support!

Sincerely,

Chelsea Harrison
ARPD Event Coordinator

BOARD OF SUPERVISORS

DWIGHT CERESOLA, VICE CHAIRMAN, DISTRICT 1
KEVIN GOSS, DISTRICT 2
THOMAS McGOWAN, DISTRICT 3
GREG HAGWOOD, CHAIRMAN, DISTRICT 4
JEFF ENGEL, DISTRICT 5



March 12, 2024

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

Attention Permits Engineer

Subject: **Encroachment Permit Request**
 Almanor Recreation and Parks District
 4th of July Fun Run, Chester, CA
 From Collins Pine down MainStreet to the Bidwell House
 On Thursday, July 4th, 2024

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

Sincerely,

Greg Hagwood, Chair 4th District
Plumas County Board of Supervisors

Cc: Plumas County Director of Public Works



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: March 12, 2024

SUBJECT: Approve and authorize the Chair to sign a letter to the Department of Transportation (Cal-Trans), for an encroachment permit for the Chester/Lake Almanor Area for the 4th of July Parade Event (Lake Almanor Chamber of Commerce, July 4, 2024).

Recommendation:

Approve and authorize the Chair to sign a letter to the Department of Transportation (Cal-Trans), for an encroachment permit for the Chester/Lake Almanor Area for the 4th of July Parade Event (Lake Almanor Chamber of Commerce, July 4, 2024).

Background and Discussion:

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Action:

Approve and authorize the Chair to sign a letter to the Department of Transportation (Cal-Trans), for an encroachment permit for the Chester/Lake Almanor Area for the 4th of July Parade Event (Lake Almanor Chamber of Commerce, July 4, 2024).

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Chester 4th of July Parade 2024 Encroachment permit request



BOARD OF SUPERVISORS

DWIGHT CERESOLA, VICE CHAIRMAN DISTRICT 1
KEVIN GOSS, DISTRICT 2
TOM MCGOWAN, DISTRICT 3
GREG HAGWOOD, CHAIRMAN DISTRICT 4
JEFF ENGEL, DISTRICT 5

March 12, 2024

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

Attention Permits Engineer

Subject: **Encroachment Permit Request**
Lake Almanor Area Chamber of Commerce
4th of July Parade, Chester CA
Main Street (Highway 36), Chester California
On Tuesday, July 4th 2024

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

Sincerely,

Greg Hagwood, Chair 4th District
Plumas County Board of Supervisors

Cc: Plumas County Director of Public Works



**PLUMAS COUNTY
BECKWOURTH COMMUNITY SERVICES
DISTRICT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: March 12, 2024

SUBJECT: Authorize a request to the Plumas County Flood Control and Water Conservation District to borrow funds in an amount not to exceed one hundred ten thousand dollars (\$110,000), for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; (No General Fund Impact) Discussion and possible action

Recommendation:

The Manager of Beckwourth CSA respectfully recommends the Board vote to authorize a request to the Plumas County Flood Control & Water Conservation District to borrow the sum of one hundred ten thousand dollars (\$110,000) for cash flow purposes, to be repaid with interest at the Plumas County pooled funds rate when reimbursement is received from the Water Boards; to authorize the Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds.

Background and Discussion:

Beckwourth CSA received a planning grant from the State Water Board to replace the sewer pump station. Beckwourth CSA also received a loan from Golden State Finance Authority for \$100,000 which is required to be paid back April 12, 2024. The progress on the planning grant was delayed due to weather last winter, so on May 11, 2023, the expiration date of the grant was requested to be extended from October 30, 2023 to March 31, 2025. The State Water Boards is still reviewing the extension, so reimbursements submitted after October 31, 2023 will not be reimbursed until the time extension is granted. Water Board Management has stated that they expect an amendment to be executed in March 2024

Payments for October 2023 through January 2024 to NCE Engineers totals \$150,501 including additional payments through June 30, 2024 are estimated at \$190,000. If the Amendment is executed in April 2024, reimbursement would be expected in June 2024. This agenda request has been reviewed and approved as to form by County Counsel.

Action:

Authorize a request to the Plumas County Flood Control and Water Conservation District to borrow funds in an amount not to exceed one hundred ten thousand dollars (\$110,000), for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; (No General Fund Impact) Discussion and possible action

Fiscal Impact:

No impact to General Fund.

Attachments:

None



**PLUMAS COUNTY
PLUMAS COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: March 12, 2024

SUBJECT: Approve a Loan from the Plumas Flood Control and Water Conservation District to Beckwourth CSA in an amount not to exceed one hundred ten thousand dollars (\$110,000), to be repaid with interest at the Plumas County pooled funds rate immediately after reimbursement from Water Boards is received; No General Fund Impact.

Recommendation:

The Flood Control Manager recommends that the Flood Control Governing Board vote to authorize a loan to Beckwourth CSA in the amount of one hundred ten thousand dollars (\$110,000), for cash flow purposes, and to be repaid with interest at the Plumas County pooled funds rate.

Background and Discussion:

The Beckwourth CSA has requested a cash flow-related loan from the Plumas Flood Control and Water Conservation District for a term not to exceed one year.

The loan will enable Beckwourth CSA to meet its cash obligation, including paying its consultant on Pump replacement project until the State Water Board grant reimbursement expiration date is extended. Flood Control has adequate funds available from the Monterey Settlement to make this short-term loan to Beckwourth CSA.

An approved Department Budget Transfer is attached for reference but doesn't require Board approval. These funds are being transferred from one budget line item to another within Flood Control. This agenda request has been reviewed and approved as to form by County Counsel.

Action:

Approve a Loan from the Plumas Flood Control and Water Conservation District to Beckwourth CSA in an amount not to exceed one hundred ten thousand dollars (\$110,000), to be repaid with interest at the Plumas County pooled funds rate immediately after reimbursement from Water Boards is received; No General Fund Impact.

Fiscal Impact:

No General Fund impact.

Attachments:

1. Budget Transfer

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: Flood Control Dept. No: 20621 Date 2/29/2024

The reason for this request is (check one):

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

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0208	20621	521900	Professional Services	100,000.00
Total (must equal transfer to total)				100,000.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0208	20621	580000	Transfers Out	10,000.00
Total (must equal transfer to total)				10,000.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) "Transfers Out " expenses higher than budgeted for FY23/24 as a result of a loan to Beckwourth CSA

B) The line item for "Professional Services" is anticipated to come in lower than budget

C) Payment needs to be made from FY23/24 budget

D)

Approved by Department Signing Authority: Danier Fink

☐ Approved/ Recommended ☐ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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



PLUMAS COUNTY SOLID WASTE MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: March 12, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Public Works and Plumas Sanitation for storm water removal services at the East Quincy Transfer Station; effective February 1, 2024; not to exceed \$28,800; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Solid Waste staff respectfully recommend that the Board of Supervisors authorize the Chair of the Board of Supervisors to sign the attached contract between Plumas Sanitation and Public Works, not to exceed \$28,800.

Background and Discussion:

On February 12th, 2024, Feather River Disposal (Waste Management, Inc.) staff informed the Solid Waste Program Manager that heavy rain has caused water to pool in the East Quincy Transfer Station tipping bay (long-haul truck bay). This occurred again on February 19th. On both occasions, County staff requested that Plumas Sanitation pump the pooled water from the tipping bay. Because of the likelihood and frequency of storms causing the tipping bay to pool in the future, Solid Waste and Plumas Sanitation staff agreed to pursue a two-year contract for on-call pumping service. Plumas Sanitation is the only entity that provides this service in Plumas County therefore Solid Waste staff requested and received approval from the County Purchasing Agent to pursue a sole source contract. The attached contract has been approved as to form by County Counsel. The source of funding for this contract is the Solid Waste funds and does not affect the General Fund.

Action:

Solid Waste staff respectfully recommend that the Board of Supervisors authorize the Chair of the Board of Supervisors to sign the attached contract between Plumas Sanitation and Public Works, not to exceed \$28,800.

Fiscal Impact:

No impact to General Fund. Funded via Services Agreement.

Attachments:

1. Services Agreement- Plumas Sanitation
2. Sole Source Procurement

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 **Plumas Sanitation, 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 Twenty Eight Thousand Eight Hundred Dollars (\$28,800).
3. Term. The term of this agreement shall be from February 1, 2024, through April 1, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from February 1, 2024, 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

- 1 -

CONTRACTOR INITIALS ____

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

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. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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

County:

Department of Public Works
County of Plumas
1834 East Main Street
Quincy, CA, 95971

Contractor:

Plumas Sanitation
73762 Industrial Way
Portola, CA, 96122
Attention: Lance Earl Wehrman

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

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. 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.
26. 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.
27. 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.

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

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

CONTRACTOR:

Plumas Sanitation, Inc., a California Corporation

By: _____
Lance Earl Wehrman
Chief Executive Officer and Secretary
Date signed:

COUNTY:

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

By: _____
Greg Hagwood
Chair of the Board of Supervisors:
Date signed

ATTEST

By: _____
Allen Hiskey
Clerk of the board of Supervisors
Date signed

Approved as to form:

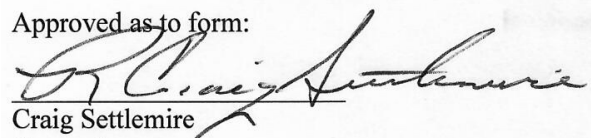

Craig Settemire
Counsel

EXHIBIT A

Scope of Work

Plumas Sanitation to provide On-Call pumping services at the East Quincy Transfer Station. Tasks will include pumping standing water from the East Quincy Transfer Station truck bay as needed.

EXHIBIT B
FEE SCHEDULE



Plumas Sanitation, Inc
73762 Industrial Dr
Portola CA 96122
(530)832-0370
plumassanitation@sbcglobal.net

February 22, 2024

To Whom It May Concern:

RE: Waste Management Transfer Site - 29 Abernathy, Quincy – Dock Pumping

Our flat rate for any pumping 1500 gallons or less is \$540 for pumping and \$40 fuel surcharge (total \$580). If pumping exceeds 1500 gallons (up to 3500 gallons, which is a full truck load) the rate is \$.40 per gallon plus a \$40 fuel surcharge per truck.

If we do 20 full truck loads over the next 2 years, total cost would be \$28,800 (\$1440 per full truck load).

Please let me know if you need any additional information. Thank you!

Meliss Burger
Office Manager
(530)832-0370

RE: Request for Sole Source Procurement

Lucero, Debra <debralucero@countyofplumas.com>

Fri 2/23/2024 1:34 PM

To: Graham, Sean <SeanGraham@countyofplumas.com>

Cc: Thorman, Rob <RobThorman@countyofplumas.com>; Mannle, John <JohnMannle@countyofplumas.com>

Yes, Sean. Please include this email with your contract request to the Board of Supervisors.

From: Graham, Sean <SeanGraham@countyofplumas.com>

Sent: Friday, February 23, 2024 1:24 PM

To: Lucero, Debra <debralucero@countyofplumas.com>

Cc: Thorman, Rob <RobThorman@countyofplumas.com>; Mannle, John <JohnMannle@countyofplumas.com>

Subject: Request for Sole Source Procurement

Hello Debra,

In accordance with section 2.6 of the Plumas County Purchasing Policy regarding sole source procurement, I am requesting approval to pursue a contract with Plumas Sanitation. Due to the recent heavy rainfalls, the truck loading bay at the East Quincy Transfer Station has begun to experience flooding. Because this interferes with the contractor's ability to haul waste from the site, it is necessary to have an on-call service provider who can pump the excess water at short notice.

Plumas Sanitation is the only contractor who services Plumas County and can be available to provide service in a short time frame. As such, I am seeking your approval to pursue a 2-year contract with Plumas Sanitation.

Thank you,

Sean Graham, EIT (She/Her)

Solid Waste Program Manager

Plumas County Public Works

(530) 283-6032



PLUMAS COUNTY SOLID WASTE MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: March 12, 2024

SUBJECT: Approve and authorize Chair and Director of Public Works to sign Amendment No. 1 to the agreement between Plumas County Public Works and InterMountain Disposal, amending the definition of 'Operating Ratio'; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Solid Waste staff respectfully recommend that the Board authorize the Chair and Director of Public Works to execute the attached amendment to the 2017 Franchise Agreement between IMD and Plumas County.

Background and Discussion:

In April 2017, Plumas County entered into the current Franchise Agreement with InterMountain Disposal for solid waste collection and disposal services. Within the terms of the franchise agreement, if the franchise contractor's operating ratio (a measure of profitability relative to operating costs) fell outside of a stipulated range, their rates could then be further reviewed for adjustment. The intent of the operating ratio was to create a framework by which franchise contractor's rates could be reviewed for adjustments to account for external economic factors such as inflation. If the operating ratio was found to be outside of the franchise contract range of 0.88 - 0.92 then a Refuse Rate Index (RRI) calculation would be conducted to determine the rate adjustment. While this was the intent of the franchise contract, as written, the definition in the contract of operating ratio would always exceed 0.92 and thus trigger the need for a Refuse Rate Index (RRI) calculation every year.

This discrepancy was noted by R3 consulting group in a report dated June 14, 2018. At that time, Solid Waste and IMD staff agreed to operate using the correct definition of operating ratio to align with the intent of the franchise agreement.

In December of 2023, current Solid Waste staff became aware that a formal contract amendment had never been written for this matter. Solid Waste and IMD staff then agreed that the definition of operating ratio should be formally amended so that the language agrees with the original intent of the franchise contract. The attached amendment, approved as to form by County

Action:

Approve and authorize Chair and Director of Public Works to sign amendment No. 1 to the agreement between Plumas County Public Works and InterMountain Disposal, amending the definition of 'Operating Ratio'; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No impact to General Fund. Funded via Solid Waste

Attachments:

1. Amendment No. 1 IMD
2. Plumas County - 2018 RRI Final Letter Report 061518 - UPDATED - Copy
3. IMD new contract 3-21-17

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND INTERMOUNTAIN DISPOSAL CO., INC.

This First Amendment to Agreement ("Amendment") is made on _____, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and INTERMOUNTAIN DISPOSAL CO., INC. ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and INTERMOUNTAIN DISPOSAL have entered into a written Agreement dated March 17, 2017, (the "Agreement"), in which INTERMOUNTAIN DISPOSAL agreed to provide solid waste collection and disposal services to Plumas County.
 - b. Because it was discovered that there was an error in the stated definition of "Operating Ratio" that causes it to conflict with the contracts intent of defining a measure of profitability for the contractor, both parties have agreed to amend the definition to align with the intent of the contract.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph Attachment A, Operating Ratio, is amended to read as follows:

"Operating Ratio" means the ratio, expressed as a percentage, of the net operating costs actually incurred by Contractor, exclusive of Pass-Through Costs and Non-Allowable Costs, divided by Contractors net income plus operating costs exclusive of pass through costs and non-allowable costs. The Operating Ratio of this agreement shall range from 88.00% to 92.00% and the rates shall be adjusted as necessary through the RRI, Special Review, Detailed Rate Review or Change in Service Rate Review to maintain an Operating Ratio within that range.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated _____, 2024, shall remain unchanged and in full force and effect.

CONTRACTOR:

InterMountain Disposal CO., Inc.

By: _____

Ricky Ross

Chief Executive Officer

Date signed:

By: _____

Richard Ross

Secretary

Date signed:

COUNTY:

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

By: _____

John Mannle

Director of Public Works

Date signed:

By: _____

Greg Hagwood

Chair of the Board of Supervisors

Date signed:

ATTEST:

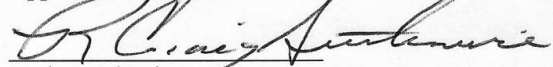
By: _____

Allen Hiskey

Clerk of the Board of Supervisors

Date Signed:

Approved as to form:



Craig Settemire

Counsel

1512 Eureka Road, Suite 220, Roseville, CA 95661
Tel: 916-782-7821 | Fax: 916-782-7824

2600 Tenth Street, Suite 424, Berkeley, CA 94710
Tel: 510-647-9674

627 S. Highland Avenue, Suite 300, Los Angeles, CA 90036
Tel: 323-559-7470

June 14, 2018

Mr. Robert Perreault
Director of Public Works
Plumas County
1824 East Main Street
Quincy, CA 95971-9795

Subject: 2018 Refuse Rate Index Adjustments

Dear Mr. Perreault:

R3 Consulting Group, Inc. (R3) was engaged by Plumas County (County) to assist with its review of the 2018 Refuse Rate Index Adjustment Applications for Intermountain Disposal Inc. (IMD) and Feather River Disposal Inc. (FRD) (collectively referred to as the “Contractors”). This letter report presents the results of that review.

Project Background

The County executed new franchise agreements (Agreements) with IMD and FRD effective April 1, 2017. Those Agreements terminate at midnight on March 31, 2027. Under the terms of the Agreements, beginning on July 1, 2018, and annually thereafter, the Contractors are to receive an annual adjustment to the rates through the Refuse Rate Index (RRI) process as set forth in Attachment E of the Agreements (**Attachment 1**). **Attachment 2** is a copy of Section 12.04 of the Agreements (Refuse Rate Index), which provides information on the RRI process. As stated in Section 12.04, if the operating ratio (i.e., profit level) for the previous 12-month period falls within the range of values defined in Attachment A of the Agreements (i.e., an operating ratio of from 88.00% to 92.00%) no RRI adjustment will be made.¹

As specified in Section 12.04.C of the Agreement, on or before March 15, 2018 and annually thereafter the Contractors are to deliver to the County audited financial information per Section 10.05 of the Agreement (**Attachment 3**) for the preceding calendar year. Such information is to be in the format as set forth in Attachment E and shall be allocated between curbside collection services and all other collection and disposal services, or as may be further revised by agreement of the County and the Contractors. If the Contractors fail to submit the financial information in the required format by March 15th, it is agreed that the Contractor shall be deemed to have waived the RRI adjustment for that year. Public Works received the 2017 financial statements electronically from FRD on March 15, 2018, and from IMD on or after March 23, 2018.

¹ As the operating ratio percentage increases the associated profit level decreases. An operating ratio of 92% equates to a profit level of 8.70%, while an operating ratio of 88% equates to a profit level of 13.64%.

Project Objectives

To determine if:

- The Contractors' are eligible for an RRI adjustment effective July 1, 2018; and if so
- The amount of the RRI adjustment.

Project Approach | Methodology

The 2018 RRI adjustment represents the first RRI adjustment under the new Agreements and the established protocols. Rather than requiring the Contractors to independently submit their calculated RRI adjustments, it was agreed upon that R3 would, with the Contractors input, prepare the RRI calculations this year so that it would be clear to the Contractors the methodology to be used going forward.

Intermountain Disposal

Per Section 12.04, if the Operating Ratio (i.e., profit level) for the previous 12-month period falls within the range of values defined in Attachment A (88% to 92%) no RRI adjustment will be made. The intent of that clause was to set the minimum profit level 92% that would trigger an RRI adjustment, but as drafted, unintentionally allows for an RRI adjustment for a profit level greater than 88%.

R3 calculated Intermountain Disposal's 2017 profit level at ~ 86% a profit level greater than 88% and much higher profit level than the 92% minimum profit level that triggers an RRI (i.e., IMD had a good year). Given our understanding that the County and Contractors' intent was to set 92% as the minimum profit level below which an RRI would apply, IMD is not due an RRI rate adjustment this year.

Feather River Disposal

R3 calculated FRD's 2017 profit level at a 97.5% operating ratio. Profitable but lower than the 92% minimum operating ratio that would trigger and RRI adjustment. As such, FRD is due a July 1, 2018 RRI rate adjustment. We calculated that RRI rate adjustment at **2.69% (Attachment 4)**. **Attachment 5** provides the calculated adjustments to the RRI indices.

Note: *It is expected that all future Contractor "RRI Adjustment Applications" due to the County by March 15 of each year will include the calculations and supporting documentation provided in Attachment 5.*

* * * * *

Mr. Robert Perreault
June 14, 2018
Page 3 of 3

We appreciate the opportunity to be of service to the County. Should you have any questions regarding this submittal, or need any additional information, please contact me by phone at (916) 782-7821 or by email at wschoen@r3cgi.com.

Sincerely,

R3 CONSULTING GROUP

A handwritten signature in blue ink, appearing to read "William H. Schoen".

William Schoen | Project Director

Attachments:

- 1 Franchise Agreement Attachment E - Refuse Rate Index
- 2 Franchise Agreement Section 12.04: Refuse Rate Index - Adjustments to the Rates
- 3 Franchise Agreement Section 10.5
- 4 FRD 2018 RRI Calculation
- 5 RRI Index Adjustment Calculations

R:\+Projects\Plumas County - 2018 Rate Review - 118027\Report\Plumas County - 2018 RRI Final Letter Report
061418.docx

ATTACHMENT E

REFUSE RATE INDEX

The Refuse Rate Index (RRI) adjustment shall be calculated in the following manner:

1. The expenses for the required franchised services for the designated fiscal period (January – December) shall be prepared in the format set forth in the “Operating Cost Statement” below.
2. The expenses for the required franchised services shall be broken down into the following six (6) cost categories: Labor; Diesel Fuel; Vehicle Replacement; Vehicle Maintenance, All Other, and Disposal. Each cost category is assigned a weighted percentage factor based on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. The following five (5) indices published by the United States Department of Labor, Bureau of Labor Statistics (BLS), and the actual change in the disposal site tip fee are used to calculate the adjustment for each cost category. The change in each index and the tip fees is calculated on a twelve-month fiscal period in accordance with the terms of the agreement. In the event any index is discontinued, a successor index shall be selected by **County**. Successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the BLS.

<u>Cost Category</u>	<u>Index</u>
Labor	Series ID: ceu6056210008 Professional and business services – waste collection
Diesel Fuel	California No 2 Diesel Ultra Low Sulfur (0-15 ppm) http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp Vehicle Replacement Series ID: pcu336211336211 Motor vehicle body manufacturing
Vehicle Maintenance	Series ID: pcu333924333924 Industrial truck, trailer and stacker mfg.
All Other	Series ID: cuusx400sa0 Consumer Price Index, All Urban Consumers, All Items; West – Size Class B/C
Disposal	The actual tip fee charged to Contractor by the disposal site.

The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each of the six (6) cost categories are then added together to calculate the RRI.

Operating Cost Statement – Description

Labor: List all administrative, officer, operation and maintenance salary and benefit accounts.
List payroll tax accounts directly related to the above salary accounts.

List employee group medical and life accounts directly related to the above salary accounts.

List employee retirement or profit sharing contributions accounts directly related to the above salary accounts.

List Workers Compensation accounts directly related to the above salary accounts.

List contract labor accounts directly related to the above salary accounts.

List other employee costs (i.e. safety gear, boot allowance, etc.) directly related to the above salary accounts.

Diesel Fuel: List all diesel fuel accounts.

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Vehicle Replacement:

List all collection and collection-related vehicle depreciation accounts.

List all vehicle lease or rental accounts related to collection or collection-related vehicles.

Vehicle Maintenance:

List all collection or collection-related vehicle parts accounts.

All Other:

List all other expense accounts related to the services provided under this agreement. This category includes all insurance including general liability, fire, truck damage, and extended coverage; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; non-diesel fuel; office supplies; postage; trade association dues and subscription; advertising; and miscellaneous other expenses.

Disposal:

List all disposal costs related to the provision of collection services.

Note: *The enactment, or application, of the Refuse Rate Index does not require the “targeted profit amount” to be addressed.*

An Example RRI Calculation:

In this example, the Refuse Rate Index is +2.54% (i.e., rates would be increased by 2.54%)

Item #	Category	Data Source	Percent Change ⁽¹⁾	Category Weight ⁽²⁾	Weighted Percentage Change ⁽³⁾
1	Labor	Series ID: ceu6056210008 Professional and business services – waste collection	2.19%	39.05%	+0.85%
2	Diesel Fuel	California No 2 Diesel Ultra Low Sulfur (0-15 ppm) http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp	4.74%	13.15%	+0.62%
3	Vehicle Replacement	Series ID: pcu336211336211 Motor vehicle body manufacturing	6.79%	2.57%	+0.17%
4	Vehicle Maintenance	Series ID: pcu333924333924 Industrial truck, trailer and stacker mfg.	0.16%	13.46%	-0.02%
5	All Other	Series ID: cuusx400sa0 Consumer Price Index, All Urban Consumers, All Items; West – Size Class B/C	1.70%	18.75%	+0.32%
6	Disposal	Average of Change in Disposal Facility Tip Fees	4.60%	13.02%	+0.60%
Example RRI				100%	+2.54%

⁽¹⁾ The percentage change in the indices from year to year.

⁽²⁾ Each category's percentage of the **Contractor's** total operating costs.

⁽³⁾ The product of percentage change x category weight.

Attachment 2

hundred and eighty (180) calendar days prior written notice by either Party. In the event of termination of this agreement, each Party shall be entitled to payment of amounts due to them through the date of termination, but shall otherwise have no further obligation to one another pursuant to this agreement after the date of termination

E. **County** shall have no obligation to pay **Contractor** for anticipated or actual revenues not collected by **Contractor** due to a successful challenge to the rates or in the event that a court or regulatory agency ruling overturns a rate or rate adjustment that was approved by **County**.

12.03: INITIAL RATES

The rates that are in place as of the Effective Date of this agreement are the initial rates that will be used as the base rates for year one. The initial rates are shown in the rate schedule shown as Attachment D, as determined by the Plumas County Board of Supervisors in Resolution No. 17-8228. Subsequent rate adjustments shall also be established by resolution of the Board of Supervisors, and shall appear as the rate schedule shown in Attachment D, as amended from time to time, replacing the prior rates.

12.04: REFUSE RATE INDEX - ADJUSTMENTS TO THE RATES

A. **Adjustments to the Rates Using the Refuse Rate Index (RRI).** Beginning on July 1, 2018, and annually thereafter, **Contractor** shall, subject to compliance with all provisions of this Article and the provisions of all pertinent legal requirements including, but not limited to Proposition 218, receive an annual adjustment in of the rates through the Refuse Rate Index process as set forth in Attachment E of this agreement. If the Operating Ratio for the previous 12 month period falls within the range of values defined in Attachment A, no RRI adjustment will be made. Beginning on July 1, 2018, and annually thereafter during the Term of this agreement, the rates then in effect shall be adjusted by the RRI adjustment set forth below. In any year that the calculation of the RRI results in a negative number, there shall be no adjustment in the rates, unless the negative RRI adjustment exceeds five percent (5.00%). Instead, the negative RRI number shall be added to the result of the subsequent years RRI calculation and the result shall be the RRI adjustment for that subsequent year.

B. **12-Month Annual Average.** The RRI adjustment shall be the sum of the weighted percentage change in the 12-month annual average of each RRI index number between the base year, which shall be the second preceding Calendar Year ending December 31st and the preceding Calendar Year ending December 31st as contained in the most recent release of the source documents listed in Attachment E, ("Refuse Rate Index") which is attached to and included in this agreement. Therefore, the first rate adjustment under this Section will be based on the percentage changes between the 12-month annual average of the RRI indices for the Calendar Year 2017 and the annual average of the RRI indices for the Calendar Year ending 2016. The RRI shall be calculated using the RRI methodology included in Attachment E.

C. **RRI Financial Information.** On or before March 15, 2018, and annually thereafter during the Term of this agreement, **Contractor** shall deliver to **County** audited financial information per Section 10.05 for the specific services performed under this agreement for the preceding Calendar Year. Such financial information shall be in the format as set forth in Attachment E, and shall be allocated between curbside collection services and all other collection and disposal services, or as may be further revised by agreement of the Parties. If **Contractor** fails to submit the financial information in the required format

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by March 15th, it is agreed that **Contractor** shall be deemed to have waived the RRI adjustment for that year. **Contractor's** failure to provide the financial information by March 15th shall not preclude **County** from applying the RRI using the prior year's financial data, or pro forma data if no prior year financial data is available, if that Application would result in a negative RRI.

1. Annual adjustments shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

2. If **Contractor's** failure to submit the required financial information by March 15th is the result of extraordinary or unusual circumstances as demonstrated by **Contractor** to the satisfaction of **County**, **County** at its sole discretion, may extend its review period to consider the request for the annual RRI rate adjustment.

3. As of June 15, 2018, and annually thereafter during the Term of this agreement, **County** shall notify **Contractor** of the RRI adjustment to the affected rates to take place on July 1st of that year. The administrator reserves the right to change the notification and implementation dates of the RRI adjustment if necessary, due to unforeseen delays in completing the rate adjustment process.

D. ***Allocation of Rates within the Refuse Rate Index (RRI) Adjustment.*** After determining the annual RRI adjustment for all services, **Contractor** and **County** may elect to adjust the rates applicable to particular or specific services or groups of services in order to ensure that the rates reflect the actual cost of providing those specific services. Various rates may be adjusted by more or less than the RRI, and shall be based upon the allocation of costs between curbside collection and all other collection and disposal services, so long as the total adjustment in the rates for all residential collection, commercial and transfer station services is less than or equal to the total adjustment in the RRI adjustment. **Contractor** and **County** shall cooperate in good faith to determine the exact amount and allocation of such adjustments.

12.05: COUNTY OR CONTRACTOR REQUESTED DETAILED RATE REVIEW

Notwithstanding the rate adjustment procedures described in Sections 12.02 and 12.04 above, **County** or **Contractor** may request a detailed rate review to be conducted following the procedures as set forth in Attachment F to this agreement. However, a detailed rate review shall not be conducted more than once every three (3) Calendar Years. A request for a detailed rate review shall be made in writing at least four (4) months prior to the beginning of the Fiscal Year in which the results for the detailed rate review are to be applied. **Contractor** shall pay all reasonable costs for each detailed rate review whether incurred by **Contractor** or **County**, and the cost of such a detailed rate review shall be an allowable Pass-Through Cost.

10.04: QUARTERLY DISPOSAL AND OPERATIONAL REPORTS

A. **General.** **Contractor's** quarterly disposal reports shall be submitted to **County** on the Disposal Reporting System spreadsheet format provided by CalRecycle DRS. The quarterly DRS Report shall include:

1. The previous quarter (3 month period) summary of waste volumes, apportioned by contributing jurisdiction and showing disposal destination(s);
2. The previous quarter (3 month period) summary of diverted wastes including recyclable materials;

B. **Contractor's** quarterly operational reports shall include:

1. A quarterly summary of mandatory commercial recycling records.
2. A quarterly summary of hazardous waste records.
3. A quarterly summary of Daily Log of Special Occurrences for each facility.

B. **Submittal schedule and instructions.** **Contractor** shall submit quarterly disposal and operational reports within thirty (30) days after the end of the reporting quarter. **Contractor** shall submit (via mail and/or e-mail) quarterly operational reports to the person(s) designated by **County**.

10.05: FINANCIAL REPORTING REQUIREMENTS

A. **General.** In order to set the rates pursuant to Article 12, it is necessary for **Contractor** to maintain accurate, detailed financial and operational information in a consistent format and to make such information available to **County** in a timely fashion. This information, along with any other known factors currently used or proposed to be used as the basis for allocating revenues and expenses, will be utilized to support **Contractor's** requests for any proposed changes to the methodologies involved in allocating future revenues and expenses.

B. **Contractor's accounting records.** **Contractor** shall maintain accurate and complete accounting records containing the underlying financial and operating data relating to, and showing the basis for computation of, all costs associated with providing services under this agreement. The accounting records shall be prepared in accordance with *Generally Accepted Accounting Principles (GAAP)* consistently applied. Chief among these accounting records shall be the **Contractor's Annual Audited Financial Statement**. This report, prepared at **Contractor's** cost by a third-party auditing firm, shall contain:

1. The methods used to allocate revenue and expense line items among the **County** franchise and the company's other divisions.
2. The methods used to allocate revenue and expense line items between curbside collection and all other collection and disposal services.
3. The methodologies used to allocate revenues and expenses among Related Party Entities.

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4. Any changes to the methodologies used to allocate revenues and expenses in the allocation percentages from the prior year.
5. The costs associated with each expense item that has contractual limitation and provide an accounting of those expenses against their contractual limitation.
6. An operating ratio calculation with any adjustments against contractual limitations. This operating ratio calculation will be used in identifying potential adjustments to the rate for the following year.
7. A variance analysis between the current year and prior year revenues and expenses, along with an explanation for any significant variances.
8. All agreement-related assets:
9. All agreement-related liabilities
10. A cash flow statement
11. A non-cash investing and financing statement
12. A listing of **Contractor's** personnel.
 - a. Organizational chart
 - b. Job classifications and number of full-time equivalent positions for each (e.g. administrative, customer service representatives, drivers, supervisors, educational staff, etc.)
13. Related Party Entities. **Contractor** agrees that all financial transactions with all Related Party Entities shall be approved in advance in writing and disclosed annually (coinciding with **Contractor's** Annual Audited Financial Statement referred to in this Section to **County** in a separate disclosure letter to **County**, excluding the relationship between Feather River Disposal and the current ultimate disposal facility at Lockwood Landfill, which is subject to another agreement and shall be disclosed separately. This letter shall include a general description of the nature of each transaction, or type of transaction, as applicable. Such description shall include for each transaction:
 - a. Amount, specific to each Related Party Entity
 - b. Basis of amount (how amount was determined and comparable quoted rates, including rental amounts, from non-Related Parties to be used as comparison).
 - c. Description of the allocation methodology used to allocate any common costs.

Amounts shall be reconciled to the Related Party Entity disclosures made in **Contractor's** annual financial statements referred to in this Section, and any adjustments made to related party expenses, including overhead charges

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shall be disclosed, along with the basis of any such adjustments. At **County's** request, **Contractor** shall provide **County** with copies of working papers or other documentation deemed relevant by **County** relating to information shown in the annual disclosure letter. The annual disclosure letter shall be provided to **County** within sixty (60) Business Days of **Contractor's** Fiscal Year end.

14. A list of revenues from all agreement-related sources.

15. A list of expenses for all agreement-related operations.

16. A list of all non-allowable expenses. Certain agreement-related expenses shall be deemed as non-allowable, and shall be designated as such in Annual Audited Financial Report. **County** may adjust the actual costs in two ways: (1) by excluding any non-allowable costs, as set out below, and (2) by excluding and/or reducing any costs that were not reasonably or necessarily incurred in the performance of the services provided in accordance with the agreement, as determined by **County**. Expenses that may be deemed non-allowable include:

a. Administrative Fees for corporate administration in excess of 6.2% of Gross Revenue, plus \$2,500 per month (monthly fee only to be adjusted by the RRI).

b. Promotional, business development, and business-related travel expenses in excess of \$5,000.00 aggregate per Calendar Year, as adjusted annually per the RRI.

c. Payments to repair damage to property of **County** or other parties, including **Contractor**, for which **Contractor** is legally liable.

d. Fines or penalties of any nature, including any liquidated damages that may be assessed under this agreement, but only those for which **Contractor** is legally liable.

e. Charitable donations and/or goodwill in excess of Two Thousand, five hundred dollars (\$2,500.00) per calendar year.

f. Political donations.

g. Any amount of rental or lease charges for leasing vehicles longer than six months that is greater than the cost of acquisition, plus interest costs, of the vehicles depreciated over seven (7) years.

h. State or federal income taxes.

i. Attorneys' fees and other expenses incurred by **Contractor** in any court or adversarial proceeding in which **Contractor** and **County** are adverse Parties, unless **Contractor** is the prevailing Party in such proceeding and **Contractor** fails to recover such fees as a result of that litigation.

j. Attorney's fees and other expenses incurred by **Contractor** in any court proceeding in which **Contractor's** own negligence, violation of law or regulation, or other wrongdoing, are in issue and occasions in part the attorney's fees and expenses claimed. Such attorney's fees, however, will be allowed to the extent **Contractor** can demonstrate they were a

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reasonable and necessary cost of doing business, and were not the result of any intentional or willful misconduct by **Contractor** or its employees. Also non-allowable are any attorney's fees and expenses incurred by **Contractor** in a court proceeding in which the legal theory or statute providing a basis of liability against **Contractor** also provides for separate strict liability for **County** arising from the action of its citizens or ratepayers (such as in a CERCLA lawsuit).

k. Payments to Related Party Entities for products or services, in excess of the fair market value for those products or services.

17. RRI Financial Information. For ease of calculation of the annual Refuse Rate Index (See Attachment E), expenditures shall also be grouped into the following categories:

- a. Labor (all costs)
- b. Diesel fuel
- c. Vehicle replacement
- d. Vehicle maintenance (all costs, including parts, maintenance, tires, etc)
- e. All other costs
- f. Disposal (or tipping) fees

10.06: EVENT-SPECIFIC REPORTING

Event-specific reports for disposal events such as an HHW disposal event shall be submitted to **County** electronically on CalRecycle's Form 303 within ninety (90) Calendar Days of the last day of such event. Event-specific reports for non-disposal events such as a festival or similar venue shall be submitted to **County** by the responsible party listed on **County's Event Disposal Form**, and shall not be **Contractor's** responsibility unless **Contractor** is listed as the responsible party on such form.

10.07: OTHER REPORTS

A. **Report of accumulated Solid Waste; unauthorized dumping.** **Contractor** shall report:

- 1. The addresses of any premises at which the driver observes that solid waste, C&D or targeted recyclable materials is accumulating.
- 2. The address, or other location description, at which solid waste, C&D or targeted recyclable materials has been dumped in an apparently unauthorized manner.

The report shall be delivered to **County** within five (5) Business Days of such observation.

B. **Hazardous waste.** As required by Section 9.08(D), **Contractor** shall notify **County** and the Department of Environmental Health of any hazardous waste identified in

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	A	B	C	D	E	F	G	H	I	J	K	L
1								Amount				
2			Revenue									
3			Residential					\$1,026,217				
4			Commercial					\$1,527,261				
5			Transfer Site					\$497,963				
6			Recycling material and other revenue					\$230,730				
7												
8			Total Revenue					\$3,282,171				
9												
10			Cost and Expenses									
11			Payroll					\$889,858				
12			Employee Benefits					\$322,274				
13			Accounting					\$16,310				
14			Administrative Fees					\$51,320				
15			Advertising and Promotion					\$2,856				
16			Bad Debt					\$7,701				
17			Bank Charges					\$6,531				
18			Contractor Labor					\$62,726				
19			Contributions					\$5,523				
20			Corporate Overhead					\$203,494				
21			Depreciation					\$172,191				
22			Equipment Maintenance					\$82,975				
23			Equipment Rental					\$7,187				
24			Franchise Fee					\$185,217				
25			Gas and Oil					\$306,439				
26			Insurance					\$48,453				
27			Miscellaneous					\$324				
28			Office Supplies					\$4,292				
29			Operating Supplies					\$10,351				
30			Property Taxes					\$10,080				
31			Recycling Purchases					\$125,705				
32			Solid Waste Disposal					\$367,897				
33			Subcontractor Costs					\$205,281				
34			Tax and Licenses					\$19,268				
35			Tires					\$26,913				
36			Travel					\$7,619				
37			Uniforms					\$11,433				
38			Utilities and Telephone					\$43,306				
39												
40			Total Costs					\$3,203,524				
41												
42			Income before provisions for Income Taxes					\$78,647				
43												
44			Provisions for Income Taxes					\$32,046				
45												
46			Net Income					\$46,601				
47												
48			Retained earnings, Beginning of the Year					\$5,959,758				
49												
50			Retained Earnings, End of the Year					\$6,006,359				
51												
52									% of Total	Change in Index	Weighted Average	
53			Labor					\$1,274,858	39.80%	0.06%	0.02%	
54			Diesel Fuel					\$306,439	9.57%	15.59%	1.49%	
55			Vehicle Replacement					\$179,378	5.60%	0.96%	0.05%	
56			Vehicle Maintenance					\$109,888	3.43%	2.11%	0.07%	
57			All Other					\$965,064	30.13%	2.33%	0.70%	
58			Disposal					\$367,897	11.48%	2.99%	0.34%	
59			Total					\$3,203,524	100.00%			
60												
61										RRI Adjustment =	2.69%	
62												

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	LABOR EXPENSE ADJUSTMENT														
2	Employment, Hours, and Earnings from the Current Employment Statistics survey (National)														
3	Original Data Value														
4															
5	Series Id:		CEU6056210008												
6	Not Seasonally Adjusted														
7	Series Title:		Average hourly earnings of production and												
8	Super Sector:		Professional and business services												
9	Industry:		Waste collection												
10	NAICS Code:		5621												
11	Data Type:		AVERAGE HOURLY EARNINGS OF												
12	Years:		2008 to 2018												
13															
14	Year		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
15	2008		17.04	17.12	17.22	17.19	17.17	17.27	17.19	17.02	17.11	17.00	17.67	17.66	
16	2009		17.73	17.86	17.72	17.32	17.32	17.09	17.21	17.27	17.69	17.37	17.22	17.38	
17	2010		17.28	17.19	17.22	17.21	17.42	17.68	17.45	17.77	17.94	17.86	17.46	17.48	
18	2011		17.31	17.38	17.22	17.44	17.37	17.68	17.49	17.28	17.41	17.15	17.33	17.10	
19	2012		17.18	17.14	17.18	17.44	17.58	17.37	17.47	17.31	17.29	17.35	17.45	17.41	
20	2013		17.49	17.38	17.58	17.57	17.80	17.77	17.77	17.75	17.90	18.01	17.95	17.90	
21	2014		18.09	18.07	18.28	18.29	18.30	18.33	18.25	18.37	18.62	18.62	18.57	18.47	
22	2015		18.48	18.35	18.48	18.78	18.73	18.63	18.57	18.74	18.88	19.02	19.10	19.21	
23	2016		19.27	19.21	19.20	19.23	19.47	19.45	19.53	19.62	19.62	19.43	19.40	19.31	232.7
24	2017		19.46	19.43	19.31	19.29	19.33	19.43	19.42	19.23	19.56	19.31	19.60	19.50	232.9
25	2018		19.53	19.41	19.66										0.06%

Attachment 5

	A	B
1	FUEL EXPENSE ADJUSTMENT	
2	Data 1: Weekly California No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	
3	Sourcekey	EMD_EPD2DXL0_PTE_SC A_DPG
4	Date	Weekly California No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)
470	Jan 04, 2016	2.595
471	Jan 11, 2016	2.562
472	Jan 18, 2016	2.489
473	Jan 25, 2016	2.459
474	Feb 01, 2016	2.399
475	Feb 08, 2016	2.369
476	Feb 15, 2016	2.316
477	Feb 22, 2016	2.288
478	Feb 29, 2016	2.302
479	Mar 07, 2016	2.316
480	Mar 14, 2016	2.390
481	Mar 21, 2016	2.418
482	Mar 28, 2016	2.425
483	Apr 04, 2016	2.426
484	Apr 11, 2016	2.437
485	Apr 18, 2016	2.466
486	Apr 25, 2016	2.505
487	May 02, 2016	2.579
488	May 09, 2016	2.594
489	May 16, 2016	2.615
490	May 23, 2016	2.673
491	May 30, 2016	2.718
492	Jun 06, 2016	2.746
493	Jun 13, 2016	2.791
494	Jun 20, 2016	2.786
495	Jun 27, 2016	2.803
496	Jul 04, 2016	2.798
497	Jul 11, 2016	2.798
498	Jul 18, 2016	2.780
499	Jul 25, 2016	2.764
500	Aug 01, 2016	2.741
501	Aug 08, 2016	2.707
502	Aug 15, 2016	2.696
503	Aug 22, 2016	2.723
504	Aug 29, 2016	2.741
505	Sep 05, 2016	2.746
506	Sep 12, 2016	2.756
507	Sep 19, 2016	2.754
508	Sep 26, 2016	2.739
509	Oct 03, 2016	2.766
510	Oct 10, 2016	2.809
511	Oct 17, 2016	2.828
512	Oct 24, 2016	2.828
513	Oct 31, 2016	2.855
514	Nov 07, 2016	2.840
515	Nov 14, 2016	2.837
516	Nov 21, 2016	2.804
517	Nov 28, 2016	2.800

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	A	B
518	Dec 05, 2016	2.843
519	Dec 12, 2016	2.837
520	Dec 19, 2016	2.854
521	Dec 26, 2016	2.871
522	Jan 02, 2017	2.921
523	Jan 09, 2017	2.953
524	Jan 16, 2017	2.937
525	Jan 23, 2017	2.923
526	Jan 30, 2017	2.927
527	Feb 06, 2017	2.944
528	Feb 13, 2017	2.957
529	Feb 20, 2017	2.966
530	Feb 27, 2017	2.962
531	Mar 06, 2017	2.956
532	Mar 13, 2017	2.936
533	Mar 20, 2017	2.928
534	Mar 27, 2017	2.919
535	Apr 03, 2017	2.923
536	Apr 10, 2017	2.935
537	Apr 17, 2017	2.946
538	Apr 24, 2017	2.947
539	May 01, 2017	2.937
540	May 08, 2017	2.927
541	May 15, 2017	2.902
542	May 22, 2017	2.912
543	May 29, 2017	2.931
544	Jun 05, 2017	2.927
545	Jun 12, 2017	2.906
546	Jun 19, 2017	2.884
547	Jun 26, 2017	2.863
548	Jul 03, 2017	2.866
549	Jul 10, 2017	2.867
550	Jul 17, 2017	2.865
551	Jul 24, 2017	2.877
552	Jul 31, 2017	2.907
553	Aug 07, 2017	2.930
554	Aug 14, 2017	2.949
555	Aug 21, 2017	2.961
556	Aug 28, 2017	2.995
557	Sep 04, 2017	3.135
558	Sep 11, 2017	3.179
559	Sep 18, 2017	3.179
560	Sep 25, 2017	3.180
561	Oct 02, 2017	3.182
562	Oct 09, 2017	3.166
563	Oct 16, 2017	3.159
564	Oct 23, 2017	3.166
565	Oct 30, 2017	3.185
566	Nov 06, 2017	3.541
567	Nov 13, 2017	3.610
568	Nov 20, 2017	3.599
569	Nov 27, 2017	3.597
570	Dec 04, 2017	3.585
571	Dec 11, 2017	3.560
572	Dec 18, 2017	3.552
573	Dec 25, 2017	3.539
598		
599	2016 Average Price	2.654
600	2017 Average Price	3.067
601	2017 vs. 2016	0.414
602		15.59%

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	VEHICLE REPLACEMENT EXPENSE ADJUSTMENT														
2	PPI Industry Data														
3	Original Data Value														
4															
5	Series Id:	PCU336211336211													
6	Series Title:	PPI industry data for Motor vehicle body mfg, not													
7	Industry:	Motor vehicle body mfg													
8	Product:	Motor vehicle body mfg													
9	Base Date:	198212													
10	Years:	2008 to 2018													
11															
12	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
13	2008	204.6	204.6	206.7	209.7	210.3	212.3	214.7	215.2	215.2	216.2	216.8	217.8		
14	2009	217.5	217.2	216.8	216.0	216.2	216.3	216.9	216.5	216.5	215.7	215.7	215.7		
15	2010	216.5	216.6	216.6	217.7	217.7	218.2	218.6	218.2	218.3	218.1	218.1	218.4		
16	2011	218.4	218.7	219.5	220.4	220.9	221.0	221.1	221.2	221.5	221.3	223.0	223.7		
17	2012	224.1	224.6	224.5	225.2	225.3	226.6	226.7	227.1	227.1	226.7	226.4	227.1		
18	2013	227.1	227.2	227.4	227.6	227.2	227.4	227.5	227.7	228.0	228.3	228.3	228.3		
19	2014	229.6	230.1	230.5	230.4	230.4	230.8	231.0	231.4	231.7	232.4	232.4	232.5		
20	2015	233.2	235.3	235.3	235.3	235.7	235.7	235.7	235.8	235.8	235.8	235.9	235.9		
21	2016	236.3	236.8	236.9	237.1	237.1	237.3	237.7	237.9	237.9	237.9	238.2	238.3		2849.4
22	2017	238.4	238.4	238.7	239.0	239.3	239.5	240.2	240.4	240.6	240.6	240.7	241.0		2876.8
23	2018	242.0	242.6	243.2	244.2										0.96%

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	VEHICLE MAINTENANCE EXPENSE ADJUSTMENT														
2	PPI Industry Data														
3	Original Data Value														
4															
5	Series Id:	PCU333924333924													
6	Series Title:	PPI industry data for Industrial truck, trailer, and													
7	Industry:	Industrial truck, trailer, and stacker mfg													
8	Product:	Industrial truck, trailer, and stacker mfg													
9	Base Date:	197912													
10	Years:	2008 to 2018													
11															
12															
13	2008	182.6	182.8	182.9	184.2	185.4	187.0	198.0	198.3	202.1	202.5	202.4	202.6		
14	2009	203.0	203.0	203.0	205.9	205.8	205.8	207.0	207.3	207.3	207.4	207.4	207.8		
15	2010	205.0	205.0	205.0	206.0	207.0	204.2	205.1	205.2	205.1	205.1	205.9	205.9		
16	2011	206.3	206.7	206.9	209.5	209.4	209.9	210.6	210.6	210.8	210.9	210.8	210.9		
17	2012	213.6	215.8	214.6	215.2	215.5	216.7	218.0	218.1	218.3	218.3	218.6	220.1		
18	2013	222.8	221.3	221.7	221.8	221.8	222.0	221.6	221.8	221.8	222.4	222.4	222.8		
19	2014	225.4	226.2	226.2	227.1	229.6	230.2	230.2	230.1	230.2	230.2	230.2	230.2		
20	2015	231.3	232.8	234.0	234.9	235.1	235.0	235.0	235.0	235.0	235.4	235.4	235.7		
21	2016	235.7	236.3	236.5	236.9	237.3	237.3	237.4	238.4	238.5	238.5	238.6	238.6		2850.0
22	2017	240.0	241.0	241.1	241.4	242.7	243.2	243.2	243.2	243.2	243.2	243.2	244.6		2910.0
23	2018	244.2	247.6	249.4	247.7										2.11%

	A	B	C	D	E	F	G	H
1	DISPOSAL EXPENSE ADJUSTMENT							
2								
3								
4		4/2015	\$ 21.07					
5		4/2016	\$ 21.70	2.99%				
6		4/2017	\$ 22.35	3.00%				
7		4/2018	\$ 22.71	1.61%				
8								
9			Average					
10		2016	\$ 21.54					
11		2017	\$ 22.19					
12								
13		2017 vs.	\$ 0.65					
14		2016	2.99%					
15								
16								
17								

Attachment 5

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	ALL OTHER EXPENSE ADJUSTMENT															
2	CPI-All Urban Consumers (Current Series)															
3	Original Data Value															
4																
5	Series Id:	CUURN400SA0														
6	Not Seasonally Adjusted															
7	Series Title:	All items in West - Size Class B/C, all urban														
8	Area:	West - Size Class B/C														
9	Item:	All items														
10	Base Period:	DECEMBER 1996=100														
11	Years:	2008 to 2018														
12																
13	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
14	2008	131.328	131.538	132.896	133.694	134.023	135.283	136.021	135.207	134.834	133.795	131.440	129.725	133.315	133.127	133.504
15	2009	130.682	131.636	131.775	131.912	131.990	132.952	132.774	132.756	133.128	133.618	133.335	133.132	132.474	131.825	133.124
16	2010	133.366	133.513	133.863	134.133	133.889	133.635	133.685	133.704	133.544	133.745	133.930	134.328	133.778	133.733	133.823
17	2011	134.917	135.826	137.200	138.174	138.598	138.269	138.128	138.171	138.564	138.696	138.411	138.017	137.748	137.164	138.331
18	2012	138.465	138.997	140.235	140.619	140.834	140.375	139.645	139.971	140.600	140.847	140.287	139.768	140.054	139.921	140.186
19	2013	139.865	141.072	141.573	141.788	141.838	141.805	141.940	142.228	142.277	141.954	141.736	141.751	141.652	141.324	141.981
20	2014	141.998	142.120	142.813	143.077	144.253	144.522	144.435	144.317	144.506	144.214	143.398	142.669	143.527	143.130	143.923
21	2015	142.022	143.005	143.887	144.426	145.346	145.198	144.917	144.752	144.507	144.379	143.595	143.398	144.119	143.981	144.258
22	2016	143.932	144.128	144.264	145.128	145.942	145.866	145.850	145.829	146.130	146.328	146.004	145.918	145.443	144.877	146.010
23	2017	146.469	147.451	147.880	148.496	148.789	148.792	148.691	149.255	149.954	150.336	150.003	149.920	148.836	147.980	149.693
24	2018	150.564	151.200	151.702	152.350											
25														2.33%		

**FRANCHISE AGREEMENT
BETWEEN
COUNTY OF PLUMAS
AND
INTERMOUNTAIN DISPOSAL CO., INC.
FOR
COLLECTION & DISPOSAL SERVICES OF
SOLID WASTE AND
RECYCLABLE MATERIALS**

Term: 10 Years

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FRANCHISE AGREEMENT

FOR

SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICES

This **FRANCHISE AGREEMENT** is made as of this ____th day of _____, 2017, by and between the **County of Plumas, CALIFORNIA**, a political subdivision of the State of California (hereinafter referred to as "**County**"), and **Intermountain Disposal, Inc.**, a California corporation (hereinafter referred to as "**Contractor**").

RECITALS

1. The State of California has, through enactment of the *California Integrated Waste Management Act of 1989* (hereinafter "*Act*"), determined each of the following:

A. That management of solid waste and recyclable materials is a shared responsibility of the State and local governments.

B. That it is in the public interest for local governments to be authorized and required to provide adequate handling services for solid waste and recyclable materials.

C. That the amount of solid waste generated in California, coupled with diminishing landfill space, potential adverse environmental impacts from burying solid waste in landfills, and the need to conserve natural resources have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program.

2. The State of California, through the *Act*, has directed CalRecycle (formerly the California Integrated Waste Management Board) and all local agencies to maximize the use of feasible waste reduction, recycling and composting options in order to reduce the amount of solid waste that must be disposed of in landfills.

3. Both **County** and **Contractor** are mindful of the *Act* and all other provisions of local, State and federal laws governing the safe collection, processing, re-use, recycling and disposal of solid waste and recyclable materials.

4. **County**, through its Board of Supervisors, recognizes that the responsibility for local solid waste management, i.e. the operation of the Plumas County solid waste program, is a "shared responsibility between the State and local governments" per Section 40001(a) of the *California Public Resources Code*.

5. **Contractor**, for a substantial period of years prior to the commencement of this agreement, has provided solid waste collection and related services to **County** under a previous contract with **County**. On the basis of the satisfactory history of **Contractor's** ability to provide these services, and in accordance with the Plumas County Code of Ordinances, Title 6, Chapter 10, **County** has determined that it is in the best interests of its residents to enter into this agreement with **Contractor** in order to further **County's** goal of regulatory compliance as set forth in the *Act*.

6. **County** has independently evaluated **Contractor's** past performance and has determined that **Contractor** is qualified and capable of providing solid waste handling services Including the collection and processing of recyclable materials in accordance with the Plumas County Solid Waste Plan as described in Section 6-10.202 of the Plumas County Code of Ordinances. Such services shall be accomplished in a manner and on terms which are in the best interests of **County**, its residents and businesses, taking into account the qualifications and experience of **Contractor** and the cost of providing such services.

7. **Contractor** has participated in the development of this agreement and is familiar with its content and preparation, and the work to be performed by **Contractor** under the agreement. This agreement accurately and fairly represents the intentions of **Contractor**, and **Contractor** enters into this agreement on the basis of its independent analysis.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and for other good and valuable consideration, **County** and **Contractor** mutually agree to the following terms and conditions:

End of Page

ARTICLE 1

DEFINITIONS

1.01: AGREEMENT DEFINITIONS

Unless the context otherwise requires, terms used in this agreement shall have the meanings set forth in the definitions contained in Attachment A. Additional definitions used in this agreement are contained in Section 6-10.102 of the Plumas County Code of Ordinances. Capitalized terms defined in Attachment A (but not those defined in the County Code) shall begin with a capital letter in this agreement.

1.02: STATUTORY DEFINITIONS

Unless a term is otherwise defined in this agreement, terms used in this agreement shall have the same meaning as the definitions of those terms contained in the *California Integrated Waste Management Act of 1989* (“Act”) and the rules and regulations promulgated thereunder. In the event of a conflict between the definition of a term in the *Act* (or its promulgated rules) and in this agreement, the definition in this agreement shall prevail.

ARTICLE 2

REPRESENTATION AND WARRANTIES OF CONTRACTOR

Contractor represents and warrants, as of the date of this agreement, the following:

2.01: CORPORATE STATUS

Contractor is a corporation, duly organized, validly existing and in good standing under the laws of the State of California, and is qualified to do business in the State of California.

2.02: CORPORATE AUTHORIZATION

Contractor has the authority to enter into and perform its obligations under this agreement. The directors (and shareholders if necessary) of **Contractor** have taken all actions required by law, the articles of incorporation and bylaws or otherwise to authorize the execution of this agreement.

2.03: AGREEMENT DULY EXECUTED

The persons signing this agreement on behalf of **Contractor** have been authorized to do so and this agreement constitutes a legal, valid and binding obligation of **Contractor**.

2.04: NO CONFLICT WITH APPLICABLE LAW OR OTHER DOCUMENTS

Neither the execution and delivery by **Contractor** of this agreement, nor the performance by **Contractor** of its obligations hereunder:

- A. Conflicts with, violates or will result in a violation of any existing applicable law; or
- B. Conflicts with, violates or will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing contract or instrument to which **Contractor** is a party or by which **Contractor** is bound.

2.05: NO LITIGATION

There is no action, suit, proceeding, or investigation at law or in equity, before or by any court or governmental entity, pending or threatened against **Contractor**, or otherwise affecting **Contractor**, wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:

- A. Materially adversely affect **Contractor's** performance hereunder,
- B. Adversely affect the validity or enforceability of this agreement, or
- C. Have a material adverse effect on the financial condition of **Contractor** or the entity providing the guaranty of **Contractor's** performance.

2.06: FINANCIAL CONDITION

Contractor has made available to **County** information on its financial condition. **Contractor** recognizes that **County** has relied on this information in evaluating the sufficiency of **Contractor's** financial resources to perform this agreement. Evidence of such sufficiency shall include audited financial reports regarding solid waste collection and disposal services provided to Plumas County for the five (5) year period prior to the Effective Date of this agreement. To

the best of **Contractor's** knowledge, this information is complete and accurate, does not contain any material misstatement of fact and does not omit any fact necessary to prevent the information provided from being materially misleading.

2.07: ABILITY TO PERFORM

Contractor has the expertise and professional and technical capability to perform all of its obligations under this agreement. All services to be provided by **Contractor** pursuant to this agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. **Contractor** also warrants that it is familiar with all laws that may affect its performance of this agreement and shall advise **County** of any changes in any laws that may affect **Contractor's** performance of this agreement.

ARTICLE 3

TERM OF AGREEMENT

3.01: EFFECTIVE DATE

The Effective Date of this agreement shall be April 1, 2017. This agreement supersedes and replaces the prior franchise agreement between Intermountain Disposal Company, Inc. and the County of Plumas, and all amendments and extensions thereof. Any and all such prior agreements, amendments or extensions shall terminate on the Effective Date of this agreement.

3.02: TERM

The term of this agreement shall begin on the Effective Date and shall end at midnight on March 31, 2027, unless earlier terminated, or extended as provided in Section 3.03. **Contractor's** obligation to collect solid waste, including targeted recyclable materials and construction and demolition debris (C&D) within a designated franchise area, and transport such solid waste, including targeted recyclable materials and C&D to a designated transfer site shall commence on the Effective Date, provided that this agreement is fully executed and the conditions of Section 3.04 are met, and shall continue for the remainder of the Term.

3.03: EXTENSION OF TERM

During Calendar Year 2026, the Parties shall meet and confer on the possible extension of the term in five (5) year increments not to exceed ten (10) years from the expiration date of this agreement. **County** has no obligation to offer or reject such an extension of the Term.

3.04: CONDITIONS AS TO EFFECTIVE DATE OF THIS AGREEMENT

The obligation of the Parties to perform under this agreement is subject to the right of approval of this agreement by the Plumas County Board of Supervisors, and that such right shall have become effective, pursuant to California law, on or before the Effective Date. This obligation is also subject to the terms of Section 2.05 of this agreement, namely that there shall be no litigation pending on the Effective Date in any court challenging the execution of this agreement or seeking to restrain or enjoin its performance.

A. ***Obligation of Contractor to perform.*** The obligation of **Contractor** to perform under this agreement is also subject to the satisfaction of the conditions set forth below:

1. ***Accuracy of representations.*** The representations and warranties made by **Contractor** in Article 2 shall be true and correct on and as of the Effective Date.

2. ***Performance bond.*** **Contractor** shall have provided a faithful performance bond meeting the requirements of Section 14.05 or alternative security meeting the requirements of Section 14.06.

B. ***Notice.*** Execution of this agreement by both Parties represents an acknowledgement that they are satisfied with the terms and conditions contained herein. If either Party wishes to assert that a condition for its benefit has not been satisfied and has not been waived, it must deliver written notice to that effect to the other Party on or before the Effective Date. If no such notice is received, the agreement will become effective on the Effective Date.

C. **Good faith.** Each Party is obligated to perform in good faith the actions, if any, which this agreement requires it to perform before the Effective Date and to cooperate towards the satisfaction of the conditions set forth above.

ARTICLE 4

SCOPE OF AGREEMENT

4.01: SCOPE OF AGREEMENT

Through this agreement, **County** grants to **Contractor** an exclusive franchise, for only its designated franchise area(s), as shown in Attachment B, except as provided in Section 4.02, to collect and transport the following materials in their designated service area(s):

- A. Solid waste generated at residential and commercial premises; and
- B. Source separated or commingled targeted recyclable materials generated at selected residential and commercial premises, whether collected by **Contractor** or transported by a customer to a designated targeted recyclable materials drop-off location within or adjacent to a designated transfer facility.
- C. Construction and demolition debris (C&D) generated at residential and commercial premises.

4.02: LIMITATIONS ON SCOPE

County may permit the collection, recycling and/or disposal at any legally permitted designated transfer facility of any of the following materials by persons other than **Contractor** without seeking or securing any approval from **Contractor**:

- A. Solid waste, C&D and targeted recyclable materials which are transported personally by the owner or occupant of the premises at which they are generated (or by his or her employees) to a permitted transfer, processing and disposal facility;
- B. Targeted recyclable materials which are source separated by the generator and donated to youth, civic, or charitable organizations;
- C. Recyclable beverage containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500 *et seq.* California Public Resources Code;
- D. Animal waste and remains from slaughterhouse or butcher shops, grease waste, and used cooking oil;
- E. By-products of sewage treatment including sludge, sludge ash, grit, and screenings;
- F. Hazardous waste, household hazardous waste (during household waste disposal events), and infectious waste with appropriate precautions at an approved infectious waste facility;
- G. Source separated E-waste and source separated universal waste, including household batteries, fluorescent light bulbs and mercury switches;

H. Materials generated by governmental facilities (Including public schools which are exempt from the agreement by applicable law), provided that the generator has arranged services with the person collecting same through a separate agreement;

I. Green waste removed from premises by a gardening, landscaping or tree trimming company, using its own equipment and employees as an incidental part of the total service offered by the company, as opposed to a hauling service.

J. C & D, up to 500 pounds of material per week, that is incidentally removed from a single residential or commercial premises by a duly-licensed construction or demolition company, as part of the total service offered by such licensed company and where the licensed company uses its own equipment and employees.

4.03: GEOGRAPHIC LIMITS ON CONTRACTOR'S OPERATIONS

A. **Contractor** shall provide solid waste services within service area number 2 (see Attachment B-1), excepting therefrom the service areas within the jurisdiction of the City of Portola.

B. **Contractor** shall offer solid waste collection services within the route subscription area of service area number 2 (see Attachment B-2), excepting therefrom the service areas within the jurisdiction of the City of Portola.

C. **Contractor** shall offer solid waste collection services on a seasonal basis for areas outside the weekly route subscription area of service area number 2, excepting therefrom the service areas within the jurisdiction of the City of Portola.

D. **Contractor** may perform services for other communities or special districts so long as expenses associated with their operations are not Included in **Contractor's** financial statements submitted to **County**.

4.04: ADMINISTRATION BY COUNTY

The Plumas County Board of Supervisors has designated the Plumas County Director of Public Works (hereinafter "Director") to act as the contract administrator (hereinafter "administrator") for this agreement. The Director shall be **Contractor's** contact for all inquiries, complaints and other communications from **Contractor** for the Term of this agreement. All reports, financial statements, insurance information and any other correspondence required from **Contractor** by the terms of this agreement shall be provided by **Contractor** to the administrator or his or her designee. Solid waste issues that may arise during the Term of this agreement may be brought up for consideration by either of the Parties at any time. Excepting actual or potential legal disputes requiring confidentiality, issues requiring further discussion and/or a decision affecting rates, methods of collection, etc., may be placed on the agenda by either Party for a hearing before the Plumas County Integrated Waste Management Task Force (PCIWMTF), an advisory committee appointed by the Plumas County Board of Supervisors to advise the Board on solid waste matters. The PCIWMTF will consider the issue and may make a recommendation to the Plumas County Board of Supervisors, who retain the responsibility for the final decision.

4.05: ENFORCEMENT BY COUNTY

The burden of enforcement of the provisions of this agreement, found in Title 6, Chapter 10 of the Plumas County Code of Ordinances (hereinafter "County Code"), and of the *California Integrated Waste Management Act of 1989*, and all other pertinent local, State and federal laws pertaining to the Plumas County solid waste plan shall be borne by **County** as follows:

A. The Plumas County Department of Environmental Health shall oversee and be responsible for the enforcement of violations on all public health and safety solid waste matters concerning restaurant food wastes, biomedical wastes, and pharmaceutical wastes including sharps, hazardous wastes, chemical wastes, radioactive wastes and all other environmental health-related waste issues. Determination as to whether a specific waste product is environmental health-related may be obtained by contacting the Director of Environmental Health.

B. The Plumas County Department of Public Works shall oversee and be responsible for the enforcement of violations on all solid waste matters concerning municipal solid waste, recyclables, bulky waste, e-waste, universal waste, white goods, C & D and all other types of solid waste.

C. The Plumas County Department of Public Works shall oversee and be responsible for the enforcement of all other facets of the Plumas County solid waste program, including oversight and coordination with **County's** franchise contractors and the administration of this agreement.

D. All complaints regarding the Plumas County solid waste program, whether submitted directly to (or by) **County** or **Contractor**, or to (or by) an intermediate agency such as the Plumas County Code Enforcement Office or any other local, State or federal law enforcement office shall be administered by the Department of Public Works (administrator). The administrator shall investigate the complaint and determine the proper jurisdiction for the resolution of the complaint and forward it to the appropriate agency.

E. A complaint under this Section against **Contractor** resulting in a determination of violation of the terms of this agreement shall result in a finding of default against the **Contractor**, and remedies available to **County** listed in Article 15 of this agreement shall be enforced.

F. A complaint under this Section against a person resulting in a determination of violation is an infraction and shall be enforced by any peace officer, as defined in the California Penal Code, the Plumas County Code Enforcement Officer or by the Environmental Health Director, and employees designated by the Director. Such designated employees are authorized to issue citations for violations of Title 6, Chapter 10 of the County Code.

G. **Contractor** has exclusive franchise rights for the collection, removal, transport, use and disposal of solid waste in **Contractor's** designated franchise area of the unincorporated portion of Plumas County per Section 6-10.201 of the County Code, with the exceptions noted in Sections 4.02 and 4.03 of this agreement. **County** shall use all reasonable remedies available to it to insure that those rights are enforced, including such enforcement measures described in Section 6-10.410 of the County Code and the penalties for violations described in Section 6-10.411 of the County Code against third party violators. **Contractor** may, after consultation with and approval by **County**, independently seek enforcement of those rights against third Party violators, including, but not limited to seeking injunctive relief against such third Party violators.

H. **Contractor** shall notify **County** of any person or entity perceived to be in violation of **Contractor's** exclusive franchise rights hereunder, and such person or entity shall be

advised in writing by **County** to immediately cease such activities after **County** has investigated and verified such notification. County's notification to such person or entity shall include enforcement measures described in Section 6-10.411 of the *County Code*. If such person or entity continues to violate **Contractor's** exclusive franchise rights after notification by **County**, such person or entity shall be subject to the provisions of Section 6-10.411 of the County Code. Additionally, **Contractor** shall have the right to impound any **Contractor**-owned waste container used in violation of **Contractor's** exclusive franchise rights or any other applicable legislative requirements described in the applicable Sections of Title 6, Chapter 10 of the County Code, the *California Integrated Waste Management Act of 1989*, and all other pertinent local, State and federal laws pertaining to the Plumas County solid waste plan.

I. Notwithstanding the provisions of Sections 4.05G and 4.05H above, **County** shall retain all of its rights with regard to pursuing or not pursuing remedies concerning violations or alleged violations of **County's** solid waste ordinance or other ordinances. Any and all prosecutorial discretion shall lie solely and absolutely with **County**.

ARTICLE 5 COLLECTION SERVICES

5.01: GENERAL

The work to be performed and services to be provided by **Contractor** Includes the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the work and provide the services described, at the times and in the manner required by this agreement. The enumeration of, and specification of requirements for, particular items of labor, supervision, equipment, materials or supplies shall not relieve **Contractor** of the duty to furnish all others, as may be required, whether enumerated elsewhere in the agreement or not. **Contractor** shall perform the work and provide the services pursuant to this agreement in a thorough and professional manner so that the residents and businesses within **County** are provided reliable, courteous, and high-quality service at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve **Contractor** of the duty of accomplishing all other aspects in the manner provided in this article, whether such other aspects are enumerated elsewhere in the agreement or not.

5.02: SOLID WASTE COLLECTION

Contractor acknowledges that **County** is committed to diverting materials from disposal through the implementation of source reduction, reuse and recycling and that **County** may, at some time in the future, implement, in accordance with Chapter 10 of Title 6 of the Plumas County Code of Ordinances, new programs that may impact the overall quantity or composition of solid waste to be collected by **Contractor**. Before any such changes to collection that will affect the operating ratio, **County** shall meet with **Contractor** to agree upon appropriate changes in services and rates before implementing the policy and/or strategy. **Contractor** shall not unreasonably withhold its agreement if provided with adequate revenue to implement the proposed changes through the rate review process. Such changes in services and/or rates shall not be instituted unless and until either a Detailed Rate Review as described in Attachment F, or a Special Rate Review as described in Attachment G has been completed and approved by **County**.

A. **Single-Family Dwelling (SFD).** **Contractor** shall collect refuse from SFD once per week from either customer-owned containers or **Contractor**-provided carts **Contractor** shall collect containers curbside unless:

1. The occupant is provided a special handling service exemption; or
2. The customer has requested backyard collection service and has agreed to pay the premium service rate approved by **County**.

Regarding special handling service, **Contractor** shall collect containers or carts from and return containers or carts to the alternative service location (such as the side yard or backyard) specified by the customer and agreed to by **Contractor**. **Contractor** shall make reasonable accommodations with regard to provision and servicing of containers (e.g., container size and type, placement of containers for collection, etc.) at no additional cost to customers who meet the **County's** special handling services criteria as defined in Section 6-10.102(a)(104) of the County Code. New service recipients shall be notified upon signing up for service of the special handling and backyard collection service options. Customers desiring special handling service will be required to submit

an application, in a form approved by **County**. **Contractor** shall review applications to determine whether the customer meets **County's** eligibility criteria and shall provide a written response within five (5) Business Days after receipt of the application. Unless otherwise directed by **County**, customers are eligible if they provide:

1. Evidence of their handicapped or disabled status by the California Department of Motor Vehicles or
2. Evidence that no occupant of the residential premises is physically able to place containers or carts curbside for collection.

B. Multi-Family Dwellings (MFD). Contractor shall collect refuse from MFD as frequently as scheduled by the customer, but not less than once per week. **Contractor** shall allow MFD customers to use **Contractor**-provided carts or bins for refuse collection that is shared by the occupants of the premises. **Contractor** shall provide one (1) or more cart(s) or bin(s) to such customers as requested by customer, provided that equivalent capacity of not less than two (2) ninety-six (96) gallon containers are provided for every five (5) dwelling units in the MFD complex. **Contractor** shall service containers provided to MFD customers that are three (3) cubic yards or less in capacity, and drop-boxes stored in enclosures or on private or public property within fifty (50) feet of the public right of way, if access to the containers is paved and the slope is less than seven percent (7%). **County** will make the final determination on the slope of the access if a dispute arises between customer and **Contractor**. Containers that are four (4) cubic yards or larger must be stored within fifteen (15) feet of the curbside or brought to within fifteen (15) feet of the curbside by customer to be serviced by **Contractor**. **Contractor** shall provide service to containers that are located at distances in excess of those described in this paragraph and shall be entitled to bill customer as agreed upon prior to the beginning of service. **Contractor** shall give special consideration when determining the collection location for MFD complexes to ensure that the flow of traffic is not impeded and that it does not result in aesthetic degradation of an area. The designated collection location, if disputed by customer or **Contractor**, shall be determined by **County**. Additionally, if in the **County's** opinion the location of an existing collection location is inappropriate, **County** may require the customer or **Contractor** to relocate the collection containers.

C. Commercial Premises. **Contractor** shall collect refuse from commercial premises as frequently as scheduled by the customer, but not less than once per week. **Contractor** shall service containers provided to commercial customers that are three (3) cubic yards or less in capacity, and drop-boxes stored in enclosures or on private or public property within fifty (50) feet of the public right of way, if access to the containers is paved and the slope is less than seven percent (7%). **County** will make the final determination on the slope of the access if a dispute arises between customer and **Contractor**. Containers that are four (4) cubic yards or larger must be stored within fifteen (15) feet of the curbside or brought to within fifteen (15) feet of the curbside by customer to be serviced by **Contractor**. **Contractor** shall provide service to containers that are located at distances in excess of those described in this paragraph and shall be entitled to bill customer according to the rate schedule shown in Attachment D, as amended from time to time. Specifically, **Contractor** shall offer the following collection service methodologies to commercial customers:

1. **Individual cart or bin service.** **Contractor** shall allow each commercial, premises to use carts, bins or drop boxes for refuse collection. **Contractor** shall provide each customer with a choice of one (1) or more carts or bins.

2. **Centralized bin or cart service.** **Contractor** shall allow each commercial premises to use carts or bins for refuse collection that are shared by the occupants of two (2) or more adjacent commercial premises. In such case, **Contractor** shall provide one or more carts or bins as requested by the customer(s) provided that no less than ninety-six (96) gallons of container capacity is provided for every four (4) commercial premises. **Contractor** shall provide each customer with a choice of one (1) or more carts or bins.

3. **Drop boxes.** **Contractor** shall allow a customer to use a drop box for refuse collection to meet the customer's disposal needs. In such case, **Contractor** shall provide customer with a choice of container capacities ranging from ten (10) to forty (40) cubic yards (or similar sizes).

D. **Public Premises.** **Contractor** shall collect refuse and recyclable materials from public litter and recycling receptacles located in public walkways on streets, in public parks and in public parking lots that are accessible for curbside collection and are set forth in Attachment C.

1. **Frequency of Collection.** The frequency of collection shall be as set forth in Attachment C.

2. **Containers.** Collections shall be made from **Contractor**- and **County**-owned containers. **Contractor**-owned containers shall be maintained in good operating condition by **Contractor**. **County**-owned containers shall be maintained in good operating condition by **County**. **Contractor** shall notify **County** within twenty-four (24) hours of observing or being notified that a **County**-owned container is inoperable. **Contractor** shall notify **County** if there are repeated instances of litter surrounding a public litter or recycling receptacle.

5.03: TARGETED RECYCLABLE MATERIALS COLLECTION

A. **Self-Haul Recycling.** **Contractor** shall accept source-separated targeted recyclable materials as defined in Section 6-10.102(a)(110) of the County Code at designated transfer facilities from all residential and commercial customers. **Contractor** shall also accept those source-separated targeted recyclable materials defined in Section 5.03B, at designated transfer facilities from commercial customers who are designated as qualified generators, but who choose to self-haul their targeted recyclable materials. **Contractor** may reject targeted recyclable materials that contain contaminants or contaminated targeted recyclable materials that exceed ten percent (10%) by volume of the source-separated targeted recyclable materials accepted, and shall report such incidents to **County**. Contaminants found in rejected targeted recyclable materials may be removed by the generator of such materials, and the balance of the (uncontaminated) targeted materials shall be accepted by **Contractor**. Alternatively, contaminated loads of targeted recyclable materials may be disposed of at a facility designated for the disposal of solid waste at the fees charged for solid waste disposal, unless such contamination contains hazardous substances or

wastes as defined in Section 6-10.102(a)(54) and Section 6-10.102(a)(55) of the County Code, in which case the contaminants must be disposed of as such.

B. Mandatory Commercial Recycling. **Contractor** shall collect targeted recyclable materials from designated commercial, industrial, institutional and multi-family customers who are designated as qualified generators as defined in Section 6-10.102(a)(82) of the County Code that have source separated the targeted recyclable materials from solid waste and placed these materials in the customer's recyclable materials collection container for collection by **Contractor**. Qualified generators that subscribe to solid waste collection service who have not elected to self-haul as permitted hereunder shall be entitled to the collection of targeted recyclable materials at no extra charge, and **Contractor** shall provide the level of service required by qualified generators requesting recyclable materials collection services. **Contractor** may tag and reject containers of targeted recyclable materials that contain contaminants or contaminated targeted recyclable materials, and shall report such incidents to **County**. Contaminants found in rejected targeted recyclable materials may be removed by the generator of such materials, and the balance of the (uncontaminated) targeted materials shall be accepted by **Contractor**. Alternatively, contaminated loads of targeted recyclable materials may be disposed of at a facility designated for the disposal of solid waste at the fees charged for solid waste disposal, unless such contamination contains hazardous substances or wastes as defined in Section 6-10.102(a)(54) and Section 6-10.102(a)(55) of the County Code, in which case the contaminants must be disposed of as such. The level of service **Contractor** shall provide Includes: Source separated collection of cardboard and mixed paper, in a manner that best suits the needs of the qualified generator, as reasonably determined by **Contractor**. **Contractor** shall collect source separated recyclable materials generated at commercial premises based upon the collection needs of the customer, but on a bi-weekly basis at a minimum, as scheduled by the **Contractor** provided that the qualified generators has source separated the targeted recyclable materials from solid waste and placed the materials in the appropriate **Contractor**-provided container. **Contractor** shall collect targeted recyclable materials at the designated location agreed upon by **Contractor** and customer. The designated collection location, if disputed by customer or **Contractor**, shall be determined by **County**.

1. **General.** Qualified generators that subscribe to solid waste collection service shall be entitled to collection of targeted recyclable materials at no additional charge.

2. **Collection Containers.** **Contractor** shall allow qualified generators to choose a collection service method that best suits the needs of its premises. Specifically, **Contractor** shall offer the following choices to qualified generators:

- a. **Cart service.** **Contractor** shall provide qualified generators with a choice of one (1) or more carts to use for targeted recyclable materials collection.

- b. **Bin service.** **Contractor** shall provide qualified generators with a choice of one (1) or more bins to use for targeted recyclable materials collection.

c. **Shared Cart or Bin service.** **Contractor** shall provide qualified generators one (1) or more carts or bins to use for targeted recyclable materials collection that are shared by the occupants of two (2) or more commercial premises. In order to minimize the impact or occurrence of illegal dumping and theft of recyclable materials, **Contractor** will provide to customer “keyed-alike” locks for a fee presented in the rate schedule shown as Attachment D, as amended from time to time, for enclosures used to store containers or locks for containers and ensure the enclosures or containers are locked after providing collection service upon customer’s request. Only **Contractor** and the participating customers will be provided with a key to the enclosures and access to the containers. If the carts or bins are left "outside" in a designated area, each container may be locked (keyed alike), and only **Contractor** staff and the participating customers will be provided with a key to access the containers. At least once each Calendar Year, **Contractor’s** route supervisor will visit each of the participating qualified generators with shared containers, respond to any questions or concerns, and check the areas for contamination, litter, or damage.

d. **Drop Boxes.** **Contractor** shall provide qualified generators with a choice of container capacities to use for targeted recyclable materials.

e. **Contamination.** **Contractor** may discontinue collection of recyclable materials from qualified generators that have repeated instances of excessive contamination in recyclable materials containers.

C. **California Redemption Value (CRV) Recycling.** **Contractor** shall, within ninety (90) Calendar days of notification by **County** of the need for such services, provide redemption services for customers who self-haul their CRV recyclable materials to a redemption facility operated by **Contractor** within their Service Area in the following population centers of Plumas County, where such redemption services are not offered by other recycling contractors:

1. Delleker
2. Graeagle

D. **Material Change in Recyclable Market(s).** In the event that a change in applicable law or a material change in market conditions occurs, Including lack of commercially reasonable market availability for processed recyclables, changes in market specifications affecting the salability of processed recyclables, changes affecting the recyclability or marketability of recyclables, changes in the quantity, quality or composition of the recyclables (each hereinafter a “*material change*”), has the effect of materially altering the terms of this agreement, or preventing or precluding compliance with one or more provisions of this agreement, or substantially affecting the Operating Ratio under which this agreement was bargained for, the agreement may be modified as necessary to comply with, ameliorate, or prevent the detrimental effects on the agreement of, such material change. Changes in rates due to material changes in recyclable markets shall not be instituted unless and until either a Detailed Rate Review as set forth in Attachment F, or a Special Rate Review as set forth in Attachment G has been completed and approved by **County**.

5.04: CONSTRUCTION AND DEMOLITION DEBRIS (C&D) COLLECTION

Contractor shall collect C&D from residential customers and commercial customers that have source separated the C&D from solid waste and placed the C&D in roll-off containers provided for collection by **Contractor** at the rates established in accordance with Article 12. **Contractor** may tag and reject containers of C&D that contain contaminants or contaminated C&D greater than ten percent (10%) by volume, and shall report such incidents to **County** as part of **Contractor's** Quarterly Operational Report. Contaminated material that has been rejected shall be disposed of as solid waste according to the rate schedule shown in Attachment D, as amended from time to time. **Contractor** shall provide collection in a manner that best suits the needs of the customer. **Contractor** shall collect C&D at the designated location agreed upon by **Contractor** and customer. The designated collection location, if disputed by customer or **Contractor**, shall be determined by **County**.

5.05: COLLECTION FOR LARGE VENUES AND EVENTS

Contractor shall provide collection services, upon request by event sponsor, to any venue and event within its service area. Specifically, **Contractor** shall provide, at a minimum, solid waste and/or targeted recyclable materials collection services. **Contractor** shall provide collection as frequently as requested by **County** or the event organizer. **Contractor** shall provide an adequate number and type of collection container(s) for the venue or event and shall coordinate its collection services with **County** or event organizer. Containers shall be appropriately labeled to collect solid waste and/or targeted recyclable materials per the requirements specified by **County**. For venues and events which are required to comply with the *Large Venues and Events Recycling Law*, codified at *Public Resources Code Section 42648 et seq.*, **Contractor** shall assist the venue or event organizer in preparing a *Plumas County Solid Waste Disposal and Recycling Plan* and reporting all information required by those provisions of the law at no cost to the venue or event organizer.

5.06: ABANDONED WASTE CLEANUP COLLECTION SERVICE

Under this agreement, **Contractor** has no responsibility to clean up abandoned waste. Local, State and federal agencies currently provide a limited amount of abandoned waste cleanup on public lands and rights of way and will continue in that role.

5.07: COMMUNITY DROP-OFF EVENTS

No more often than twice each Calendar Year, **Contractor** shall hold drop-off events at a location or locations selected by the **County** to allow residential customers to drop off acceptable materials. Acceptable materials, which shall be determined by the **County**, after consultation with and agreement by **Contractor**, may include one or more of the following: E-waste, bulky waste, universal waste, recyclable materials, household hazardous waste. Tire drop-off or "tire amnesty" events, when held, shall be sponsored, administered and held by **County** per Section 5.06G, below.

A. **General requirements.** **Contractor** shall promote, manage, staff, and operate drop-off event(s) for residential customers scheduled for one (1) weekend day (i.e., Saturday or Sunday) or two (2) consecutive weekend days upon request from **County**. **County** shall approve the date of the drop-off event and all advertisements or public announcements related to such event. **Contractor** shall promote the event by preparing billing inserts to be included in each customer's bill and by advertising for a minimum of two (2) consecutive weeks in a local area newspaper, as approved by **County**. **Contractor** shall manage, staff, and supervise the event. **Contractor** shall provide traffic control and signage; inspect materials delivered to the event; separate materials; document each material type and quantity; transport collected materials to reuse,

processing or disposal locations; and clean up the location at the end of the event. **Contractor** shall not charge customers delivering materials to the event, unless the volume of such material exceeds three (3) cubic yards (CY), in which case the materials shall be deemed commercial and not residential, and shall not be accepted at such an event.

B. **Accepted materials.** Customers may deliver and **Contractor** shall accept household hazardous waste, major appliances, bulky items and E-waste at the drop-off events designated for those items. **Contractor** shall be allowed to reject: liquids or sludges; cement; dirt; asphalt; concrete; other hazardous wastes; or infectious waste. No commercial waste will be accepted at these events.

C. **Participants.** **Contractor** shall verify that residents live in Plumas County by reviewing a driver's license or local utility bill.

D. **Event days.** **Contractor** shall accept materials from residential customers only over one (1) weekend day (i.e., Saturday or Sunday) or two (2) consecutive weekend days.

E. **Recycling and reuse.** **Contractor** shall collect materials in a manner that maximizes reuse, recycling and diversion of materials from disposal. **Contractor** shall make reasonable efforts, within the framework of this agreement and the rate structure contained herein, to ensure that diversion goals are met or exceeded. **Contractor** shall transport separated recyclable materials to the designated transfer facility or an alternative processing site with advance authorization from **County**. **Contractor** shall coordinate with re-use vendor(s) where feasible to have a representative present at the drop-off event to accept reusable items. Disposal of materials shall be **Contractor's** last option.

F. **Handling Major Appliances.** Major appliances shall be reused, recycled, or disposed by **Contractor** in accordance with requirements of applicable law. Appliances shall be certified as having hazardous materials removed before they shall be accepted. Any changes to such regulations made after the Effective Date shall be addressed as though they are a change in law in accordance with Section 16.02.

G. **Tire Amnesty Events.** **County** shall promote, manage, staff, and operate annual tire amnesty events, alternating the event site from one franchise area to the next. **County** shall accept passenger car and similar-sized tires up to a maximum of nine (9) tires per customer, removed from rims. No commercial tires will be accepted except during tire amnesty events designated for such oversized tires.

H. **Scheduling community drop-off Events.** Upon request from **County**, **Contractor** shall promote, manage, staff, and operate community drop-off events described in this Section. If **County** exercises such right, it shall provide written notice to **Contractor** at least three (3) months before the first Day of the requested drop-off event.

5.08: GREEN WASTE COLLECTION

A. **Location.** **Contractor** shall accept green waste from residential customers and commercial customers that have source separated their green waste from solid waste at location(s) specified by **County** and agreed to by **Contractor**.

B. **Types of Green Waste.** Green waste may be separated as “Woody Green Waste” or “Non-Woody Green Waste” as defined in Section 6-10.103(a)(53) of the County Code. Such separation shall be determined by **County**, depending upon the location of each of the green waste disposal sites.

C. **Fees for Disposal.** Fees for the collection of such green waste shall be as presented in the rate schedule shown as Attachment D, as amended from time to time

D. **Beneficial Use of Green Waste.** **Contractor** shall re-use, process, transform or make other beneficial use of collected green waste to the maximum extent financially feasible.

E. **Rejected Loads.** **Contractor** may reject source separated green waste that contains solid waste, targeted recyclable materials, painted, treated or stained lumber or other contaminants, or if the green waste is not trimmed to the size specified. Such rejected green waste shall be disposed of as solid waste at a facility designated for such disposal at the fees charged for solid waste disposal.

5.09: SELF-HAUL

Collection services shall Include the acceptance of solid waste, targeted recyclable materials, universal waste, green waste and C & D at those certain designated transfer facilities described in Sections 9.03 and 9.04 of this agreement. Major appliances (white goods) shall only be accepted at the Delleker Transfer Station. Refrigerators and freezers shall have refrigerant gases removed by a certified removal technician and customer shall provide proof of same at the time of delivery to the Delleker Transfer Station.

ARTICLE 6

TRANSPORTATION

6.01: TRANSPORTATION OF COLLECTED MATERIALS

Contractor shall be responsible for, or shall arrange for transporting all solid waste, C&D, targeted recyclable materials or other materials collected by **Contractor** pursuant to this agreement by **Contractor** to the designated transfer facility and/or the designated ultimate disposal site(s). Once placed in containers for collection, such materials shall become the property of **Contractor**.

6.02: TRANSPORTATION AND PROCESSING OF OTHER MATERIALS

Upon request by **County**, **Contractor** shall be responsible for, or shall arrange for transporting, processing, recycling, and/or reuse of bulky items, major appliances, and specialty recyclable or reusable materials or other materials collected by **Contractor** pursuant to this agreement to a commodities broker/re-sale agent/recycling collection center for the purposes of selling same. The costs for transporting materials described in this Article shall be included in the fees charged by **Contractor**, if any, upon acceptance of such materials and shall be presented in the rate schedule shown as Attachment D, as amended from time to time. Transportation costs for materials accepted at no charge, such as recyclable materials, shall be borne by the balance of the solid waste program.

6.03: ALLOCATION OF TRANSPORTATION COSTS

The costs for transporting solid waste collected during curbside collection, and the costs for transporting such collected waste to its ultimate disposal site shall be allocated separately from all other transportation costs associated with this agreement in order to conform to the requirements of Propositions 13 and 218. The costs for transporting all other materials described in Sections 6.01 and 6.02 shall be recovered by **Contractor** upon acceptance of such materials and shall be included in the fees presented in the rate schedule shown as Attachment D, as amended from time to time.

ARTICLE 7

DISPOSAL AND LANDFILLING

7.01: DISPOSAL AND LANDFILLING

The Plumas County Board of Supervisors (Board) reserves the right to designate the ultimate disposal site(s) for the solid waste collected under this agreement. As of the Effective Date of this agreement, **County's** solid waste is currently being transported by **Contractor** to the Lockwood Landfill, 2401 Canyon Way, Lockwood, Nevada, with whom **Contractor** has had an existing long-term contract, and that relationship shall continue unless modified or terminated by **Contractor**, on the one hand, or the owners/operators of the Lockwood Landfill, on the other. By virtue of **Contractor's** execution of this agreement, **Contractor** agrees that **County** is a third Party beneficiary to **Contractor's** existing contract with the Lockwood Landfill, and shall not modify, terminate or allow such contract with the Lockwood Landfill to expire without notice or the consent of **County**. **Contractor** shall provide a copy of such contract, and any extensions or modifications thereto to **County**, and each Party shall inform the other of any proposed changes or modifications thereto within ninety (90) days thereof. Any change to the ultimate disposal site shall be made only after an agreement for such a change in writing between the Parties, and shall be the basis of detailed rate review as provided in Attachment F of this agreement. Failure of the Parties to reach an agreement regarding any relocation of the ultimate disposal site within ninety (90) days of the notification of a demonstrated need for such relocation by either Party shall result in the termination of this agreement. In the event of the termination of this agreement, both Parties shall each be entitled to payment of amounts due to them through the date of termination, but shall otherwise have no obligation to one another pursuant to this agreement after the date of termination.

ARTICLE 8 OTHER SERVICES

8.01: CUSTOMER BILLING

A. **Billing.** **Contractor** shall prepare and mail bills for services provided by **Contractor** and shall collect customer payments.

1. **Frequency.** **Contractor** shall bill single-family customers quarterly, in advance, amounts equal to the rate for service for a three (3) month period (i.e., using a quarterly format). The billing for single-family customers shall be for the three (3) month period following the billing. Multi-family and commercial customers shall be billed monthly for the one (1) month period following the billing. Commercial customers using roll-off boxes shall be billed monthly for the one (1) month period prior to the billing.

2. **Records.** **Contractor** shall maintain, for inspection by **County**, copies of customer billings and receipts, in chronological order, for a period of five (5) years after the date of service. **Contractor** shall maintain those records in electronic format. **County** staff or representatives shall be given access to such records upon five (5) business days' notice.

3. **Rates.** **County** shall establish rates for the types of service provided as described in Article 12. **Contractor** shall bill and collect at those rates. Under no circumstances shall **Contractor** bill for any rates or services that have not been approved by **County** and documented on **County's** approved rate schedule, be presented in the rate schedule shown in Attachment D, as amended from time to time, except as noted in Section G thereof, "Fees for Extra Services".

4. **Service stops.** **Contractor** shall allow customers to suspend service and billings when the premises are unoccupied. Single-family residential customers may suspend service for a minimum of one (1) month on a maximum of two (2) occasions each Rate Year. Commercial customers may suspend service for a minimum of two (2) months on a maximum of two (2) occasions each Rate Year. Notification for service suspension shall be received by **Contractor** a minimum of ten (10) Days prior to the service suspension start date. Multi-family customers may not suspend service without prior written approval from **County**. The billings for both residential and commercial customers shall be prorated by **Contractor** in accordance with customer's requests to suspend service.

B. **Delinquent payment.** Single-family residential customers will be considered delinquent forty-five (45) days after start of the quarter in which collection services are provided by **Contractor** and multi-family dwelling, commercial customers will be considered delinquent fifteen (15) days after payment is due to **Contractor**. **Contractor** may assess a late fee, at a rate not to exceed the late fees presented in the rate schedule shown in Attachment D, as amended from time to time, if payment is not received by **Contractor** within fifteen (15) days after the account becomes delinquent. **Contractor** may discontinue services to customers who are 60 days delinquent. Prior to any such actions, **Contractor** must provide all delinquent accounts with written notice of its intent to assess late fees at least fifteen (15) days prior to such assessment, and

Contractor may use any other means of collection available under law to collect delinquent accounts, including, but not limited to termination of service, and shall be entitled to recover its costs of collection. Prior to discontinuance of service, **Contractor** must provide:

- (i) Continuing delinquent accounts with written notice of Intent to terminate service at least fifteen (15) days prior to the termination of service, and
- (ii) Notification to **County** of any delinquent accounts, including in such notification copies of the delinquency notice and the intent to terminate service notice that were sent to the customer prior to the termination of customer's service.

C. **Local office.** **Contractor** shall maintain a local (within Plumas County) office within its service area for acceptance of in-person payment of bills. At the local office, **Contractor** shall accept as payment personal checks, money orders, and cashier's checks. The local office shall be open for business from 8:00 a.m. until 5:00 p.m. (except for the one-hour period between noon and 1 p.m. for lunch). Monday through Friday, exclusive of holidays.

D. **County Billing review.** **Contractor** acknowledges that **County** may perform, or cause to be performed, billing reviews periodically, but no more often than once per Calendar Year. **Contractor** agrees to participate and cooperate with **County** and its agents to accomplish these reviews and conduct any data collection and report preparation that may be requested.

E. **Contractor Billing review.** **Contractor** shall review its billings to all customers within the first year of this agreement to assure that the amounts billed are consistent with the service levels provided and the approved rate schedule. The results of that review shall be presented to **County** no later than 90 Days following the end of the first year of the agreement. Thereafter, **County** may require **Contractor** to conduct periodic audits of its billings to all customers no more frequently than every two (2) Calendar Years.

F. **Privacy of Customer information.** **Contractor** shall not distribute or sell customer, owner, or occupant information such as names, addresses, and telephone numbers to other persons with the exception of distribution to the **County** or its agents for reporting and contract compliance purposes.

G. **Invoice.** **Contractor's** invoice form to all customers must Include information suitable for a customer to understand that billing and/or operational complaints and shall Include a reference to the Plumas County Department of Public Works as program administrator, along with the administrator's mailing address and telephone number, if such complaints are not first resolved directly with the **Contractor**.

H. **Dividing invoices.** **Contractor** shall not be responsible for dividing, splitting or otherwise proportioning invoices to commercial customers who are sharing waste containers. Only one customer shall be responsible for the payment of invoices for shared disposal facilities, and only one billing name and address shall be entered into **Contractor's** billing records for such arrangement. **Contractor** shall, however, maintain an up-to-date record of all customers using shared disposal facilities, and shall provide

such record to **County** upon request to assist **County** in ascertaining compliance with mandatory commercial collection.

8.02: CUSTOMER SERVICE

Contractor is responsible for ensuring that all staff and customer service representatives maintain a professional and courteous demeanor when in contact with **County** and the public. **Contractor** shall be responsible for all employee interactions with customers and **County** staff. **Contractor** is required to ensure that its customers are consistently treated courteously and are presented with timely, responsive and thorough solutions to problems and requests for information.

A. **Local office.** **Contractor** shall operate a local administration office within Plumas County. Office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday, (except for the one-hour period between noon until 1:00 p.m. for lunch) exclusive of holidays. **Contractor** shall be responsible for ensuring that a qualified representative is available at the local office during office hours to communicate with the public and accept bill payments from customers. The local office and customer service telephone number(s) shall either be a local or toll free call. **Contractor's** telephone system shall adequately handle the volume of calls typically experienced on the busiest days. **Contractor** shall have a company representative, an answering service, or voice-mail system available for calls received during non-business hours and holidays.

B. **Website.** **Contractor** shall maintain and publicize an up-to-date website whereby customers can obtain the information listed below. **Contractor** is required to update the website as necessary. **Contractor's** website shall have a link to the Department of Public Works' solid waste page on the Plumas County website. At a minimum, the website shall:

1. Provide answers to frequently asked questions including, but not limited to: proper container set-out instructions; list of acceptable recyclable materials; collection days (in response to customer input of service address); billing issues, customer service telephone and e-mail contact information; and the designated transfer and processing site hours, directions, and acceptable materials.
2. Provide complete list of **County**-approved rates for all customers.
3. Allow customers to file complaints and receive from **Contractor** e-mail responses to complaints.
4. Provide a link to enable customers to email **Contractor**.

C. **Customer information system requirements.** **Contractor** is required document all correspondence and conversations pertaining to the services specified herein between **Contractor**, customers, occupants, and **County**. Documented information shall include, at a minimum, the following:

1. Date and time of customer correspondence or contact with **Contractor** (e.g., phone call, email)
2. Date and time response was provided

3. Date and time resolution was provided
4. Customer's name and contact information (phone numbers and email addresses)
5. Account address
6. Service address
7. Occupant address
8. Service location information
9. Service issue, complaint or inquiry
10. Name of employee inputting the complaint or inquiry
11. Name of employee inputting the resolution

D. **Meetings with County.** If requested by **County**, **Contractor** shall meet with **County** to discuss compliance with the customer service standards specified in this Section.

8.03: PUBLIC EDUCATION AND PROMOTION

Contractor and **County** agree that all public education activities will be a collaborative effort between **County** and **Contractor**. **Contractor** shall be responsible for ensuring that its customers consistently receive a high level of service and responsiveness. **Contractor** acknowledges and agrees that education and public awareness are important elements of any effort to achieve the diversion of recyclable materials from the waste stream. **Contractor** shall submit an annual public education and promotion program to **County** prior to March 15 of each year to demonstrate their commitment to educate residential and commercial customers on the following:

- A. The benefits of source reduction, reuse, Recycling and related program opportunities
- B. Proper handling of hazardous and infectious wastes
- C. Specific services offered by **Contractor**
- D. Rates for collection services. The public education program shall include notification of the date when collection services are changed during the Term and when new collection services are implemented during the Term. In addition, the public education program shall include on-going education activities throughout the Term.

County shall submit **Contractor's** proposed annual public education and promotion program to the PCIWMTF prior to July 1 of each year for review and approval before such program is placed into practice for the following rate year.

8.04: MANDATORY COMMERCIAL RECYCLING

Mandatory Commercial Recycling assistance to County. As **County** adopts State-mandated policy and/or strategy to encourage or require recycling at commercial premises,

multi-family premises and public entities, it shall meet with **Contractor** to agree upon appropriate changes in services and rates before implementing the policy and/or strategy, subject to the provisions of Section 16.10. **Contractor** shall assist **County** with collecting related data from commercial premises, Multi-family premises and public entities and facilitating outreach and education programs focusing on encouraging participation by all customers in the voluntary or mandatory recycling policy or strategy. **Contractor** shall use reasonable good faith efforts to assist **County** in ensuring that businesses generating more than four (4) cubic yards or more of commercial solid waste per week, multi-family residential dwelling complexes of five (5) or more units and public entities arrange for recycling services, the legislative deadline for the implementation of such practice was July 1, 2012. This provision is the result of the State passing Assembly Bill 341 in 2011, which mandates that certain commercial premises, multi-family residential complexes and public entities implement commercial recycling programs on or after July 1, 2012. Reasonable good faith efforts shall include contacting all applicable commercial customers, multi-family customers and public entities that do not currently have recycling services within the first twelve (12) months after the Effective Date of this agreement, and attempting to arrange for those customers to retain recycling services, unless those customers have applied for or have been granted an exemption or exception to the provisions of **County's** mandatory commercial recycling program. As of April 1, 2014, AB341 also mandated that **County** shall provide a written report to the State each year, identifying all applicable commercial customers, multi-family customers and public entities who have not subscribed for recycling services, the reason for such non-subscription, the efforts undertaken by **Contractor** to arrange for recycling services, and the name, title and telephone number of the applicable contact person for each customer, therefore **Contractor** shall provide a written report to that effect to the contract administrator by April 1 of each Calendar Year, beginning with the first April 1 after the Effective Date of the Agreement. This information shall be included in **Contractor's** annual report to **County**.

8.05: WASTE GENERATION/CHARACTERIZATION STUDIES

Contractor acknowledges that **County** may perform solid waste generation and characterization studies periodically, but no more often than once in any five-year period, to determine the composition of collected materials. **Contractor** agrees to participate and cooperate with **County** and its agents and to accomplish studies and data collection and prepare reports, as needed, to determine weights and volumes of solid waste and/or targeted recyclable materials and characterize materials generated, disposed, transformed, diverted or otherwise handled/processed to satisfy requirements of the Act.

8.06: PROVISION OF EMERGENCY SERVICES

Contractor shall provide emergency services at **County's** request in the event of major accidents, disruptions, natural calamities or other emergencies as designated by federal, State or local authorities. Emergency services may include, but are not limited to: assistance handling, salvaging, processing, composting, or recycling materials; or disposing of solid waste following a major accident, disruption, or natural calamity. **Contractor** shall be capable of providing emergency services within twenty-four (24) hours of notification by **County** or as soon thereafter as is reasonably practical in light of the circumstances. **Contractor** shall be entitled to payment for emergency services rendered at the relevant rates set forth in Attachment D, as amended from time to time, or as negotiated by **Contractor** and **County** where relevant rates are not provided therein.

ARTICLE 9

REQUIREMENTS FOR OPERATIONS, EQUIPMENT AND PERSONNEL

9.01: COLLECTION HOURS AND SCHEDULES

A. *Days and Hours of Collection.*

1. **Residential.** Residential solid waste, and targeted recyclable materials (including all such services provided to SFD and MFD premises) shall be collected on weekdays (i.e., Monday through Friday) on an established weekly pickup schedule between 6:00 a.m. and 6:00 p.m. exclusive of holidays.

2. **Commercial.** Commercial facilities' solid waste shall be collected on weekdays (i.e., Monday through Friday), on an established weekly pickup schedule between 7:00 a.m. and 6:00 p.m., exclusive of holidays. Commercial facilities targeted recyclable materials shall be collected on weekdays (i.e., Monday through Friday), on an established bi-weekly pickup schedule between 7:00 a.m. and 6:00 p.m., exclusive of holidays. **County** may restrict or require modifications to hours for collection from commercial premises to resolve noise complaints, and, in such case, the administrator may restrict the allowable operating hours.

3. **Holiday,** Collection shall take place on the following Business Day, unless customers are notified otherwise in a publication of general circulation.

4. **Change in Collection schedule.** **Contractor** shall notify **County** a minimum of sixty (60) Business Days prior to a change in the residential collection schedule and shall request approval of **Contractor's** notice to residential customers a minimum of thirty (30) business days prior to a change in service day, unless this requirement is waived in writing by **County**. **Contractor** shall notify owners and occupants of residential premises by telephone and/or newspaper or other printed medium not later than ten (10) Business Days prior to any change in residential collection operations which results in a change in the Day on which solid waste and/or targeted recyclable materials collection occurs. **Contractor** shall not permit any customer to go more than five (5) Business Days without service in connection with a collection schedule change.

B. **Route schedules.** Routes over which **Contractor's** vehicles travel to affect the collection and transport of solid waste and/or targeted recyclable materials shall be selected to minimize damage to **County** and private streets and roads, and minimize inconvenience and disturbance to the public. **Contractor** shall use due care to obey all traffic laws and prevent materials being transported from being spilled or scattered during transport.

C. **Contingency plan.** **Contractor** is aware that unforeseen circumstances, including damage to their facilities, equipment breakdowns, weather-related emergencies and other *Force Majeure* events, may require their participation in non-scheduled operations in order to provide continuous service to the public. **Contractor** hereby acknowledges that, under this agreement, they are prepared to commit to participation in training for

such emergency scenarios and to provide vehicles and personnel to minimize uninterrupted service during impairment or breakdown of **Contractor's** facilities or equipment, and in case of natural disaster or other emergency, Including the events described in Articles 13 and 15.

9.02: COLLECTION STANDARDS

A. **Implementation of services.** **Contractor's** implementation of the services required by this agreement shall occur in a smooth and seamless manner so that customers and/or generators do not experience disruption in collection services when services are initiated on the Effective Date. **Contractor** shall be responsible for managing implementation of new collection services and other related services.

B. Servicing containers and missed or refused pick-ups

1. **General.** **Contractor** shall collect the contents and return each container to the location where the occupant properly placed the container for collection. **Contractor** shall place the containers upright with lids properly closed and secured. **Contractor** shall use due care when handling containers. **Contractor** shall not throw, roughly handle, damage, or break containers. **Contractor** shall not be responsible for the deteriorating condition of customer-owned container(s) due to normal wear-and-tear. Upon customer request, **Contractor** shall provide special services Including: unlocking and locking containers; accessing locked container enclosures (e.g., with a key or combination lock); and pulling or pushing containers to the collection vehicle. **Contractor** shall provide the special services described in this paragraph upon request from customer and **Contractor** shall be entitled to bill customer for any special services provided by **Contractor**.

2. **Missed Pick-Ups.** When notified of a Missed Pick-Up Collection Event, **Contractor** shall collect the solid waste and targeted recyclable materials within twenty-four (24) hours from the time that the notice is received, if possible, provided the customer's container was set out properly and in time to meet the normal collection service for that location. In all cases, **Contractor** shall collect the Missed Pick-Up by 6:00 p.m. of the next Business Day following receipt of the Missed Pick-Up notification provided the customer's container is properly set out for **Contractor** on **Contractor's** return trip. **Contractor** shall retain the right to bill customer as noted in Section G, "Fees for Extra Services", in the rate schedule shown as Attachment D, as amended from time to time, for returns for Missed Pick-Ups if container was not set out for collection during the normal collection hours when **Contractor's** collection vehicle ordinarily is present for collection.

3. **Refused Pick-Ups.** **Contractor** may refuse to collect customer's container under the circumstances described in Section 9.02F.

C. **New Customers and change in service levels.** **Contractor** shall deliver containers and initiate collection services for a new customer within five (5) Business Days of the customer's request for service. If an existing customer requests a change in the number or size of their solid waste, C&D and/or targeted recyclable materials containers and/or frequency of collection, **Contractor** shall deliver or exchange additional containers

and/or remove containers and shall initiate changes in the collection services within five (5) Business Days of the customer's request for a change in service

D. *Separate collection of materials and allocation of County materials.* **Contractor** shall separately collect and segregate solid waste, C&D and targeted recyclable materials from each other and shall not commingle these materials at any time during the transportation or delivery of those materials to the ultimate disposal facility. Solid waste, C&D and/or targeted recyclable materials collected in the county, which are combined with materials collected from other agencies, shall be allocated by **Contractor** to **County's** collection program based on volume or tonnage using a method approved by **County**.

E. *Set out instructions to Customer.* **Contractor** shall instruct customers as to any preparation of solid waste, C&D and/or targeted recyclable materials and the proper placement of containers. If customers are not adhering to **Contractor's** instructions, **Contractor** shall notify such customers in writing. In cases of extreme or repeated failure to comply with the instructions, **Contractor** may decline to pick-up the solid waste, C&D and/or targeted recyclable materials provided that **Contractor** leaves no less than three (3) non-collection notices on the container within a twelve (12) month period per Section 9.02F, indicating the reason for refusing to collect the material. Such notices shall also identify the steps customer must take to recommence collection service.

F. *Non-Collection notices.* **Contractor** may choose not to collect materials for the following reasons:

1. Materials contain hazardous waste; or
2. The loaded weight of a container exceeds fifty (50) pounds, except that a **Contractor**-provided cart may exceed fifty (50) pounds but may not exceed the maximum weight recommended by the cart manufacturer; or
3. A container that is not set out in a location accessible to **Contractor**, and there is no agreement in place for special handling; or
4. The customer has been deemed delinquent due to non-payment of solid waste collection fees per Section 8.01B.
5. For the collection of targeted recyclable materials only, contamination of such recyclable materials by municipal solid waste (MSW) or other non-recyclable materials.

In such case, **Contractor** shall issue non-collection notices stating the reason(s) the materials were not collected. The non-collection notice shall be affixed prominently onto the container to ensure that it is not inadvertently removed from the container due to weather conditions. The non-collection notices must be protected from rain, if precipitation is present or forecasted, by placing the notice in a clear plastic bag prior to affixing to the container. **Contractor** shall document the use of non-collection notices by recording the date and time of issuance, address of service recipient, reason(s) for issuance, name of employee who issued the notice, and truck and route numbers. The posting of the notice shall be at least two inches by six inches (2" x 6") in size and shall

be approved by **County**. The non-collection notices must identify the steps the customer must take to recommence collection service. The customer shall be assessed a fee approved by **County** for collection of the container as solid waste by **Contractor**. This additional fee charged to customer may include:

1. A return trip charge, and
2. An extra solid waste collection charge. **Contractor** shall report monthly to **County** any non-collection notices issued. **Contractor** shall coordinate with **County** with regard to termination or reinstatement of service to a service recipient due to numerous non-collection notices issued to the same customer.

G. Improper or Unsafe Access. **Contractor** may refuse to collect materials at locations identified by **Contractor** and approved by **County**, which approval shall not be unreasonably withheld, where vehicular access is deemed improper or unsafe due to temporary or long-standing private road or driveway conditions that would make collection activities hazardous to **Contractor's** employees or equipment, or that would result in **Contractor's** requirement of unsafe backing or turning movements in order to provide collection services. **Contractor** may require a property damage waiver from customer where collection service is provided, but private roads or driveways are deemed inadequate in width or load-bearing capacity.

H. Collection of excess materials (Overages). **Contractor** shall direct its employees to collect overages. **Contractor** must provide a notice to customer documenting the overage in order to assess an overage fee to the customer. **Contractor** shall document said overage with a photograph and send the customer a letter within five (5) Business Days notifying them of the overage collected. The overage fee billed by **Contractor** to customer for overage events is specified in the rate schedule shown as Attachment D, as amended from time to time. **County** reserves the right to require the customer to subscribe to additional collection service.

I. Care of private property. **Contractor** shall not damage private property. **Contractor** shall ensure that its employees:

1. Close all gates opened in making collections, unless otherwise directed by the customer,
2. Do not cross landscaped areas, and
3. Do not climb or jump over hedges and fences.

County shall refer complaints about damage to private property to **Contractor**. **Contractor** shall repair, to its previous condition, all damage to private or public property caused by its employees. **Contractor** shall endeavor to resolve all claims regarding damage to private property as soon as reasonably practicable following receipt thereof, made by owners or occupants of property served by **Contractor**, for damages to property including containers. In the event such damage shall have been caused by the negligence or intentional acts of **Contractor**, its officers, agents, or employees, **Contractor** shall promptly repair or replace such damaged property. The provisions of this Section shall not be deemed a limitation upon any other provisions of this agreement, or any rights or remedies which may accrue to **County** by reason of

Contractor's acts or omissions to act hereunder. **Contractor** is required to repair damage and/or resolve claims regarding damage to property within thirty (30) days of receipt of the complaint.

J. Litter abatement.

1. **Minimization of spills.** If any solid waste and/or targeted recyclable materials are spilled or scattered during collection or transportation operations, **Contractor** shall immediately, at the time of occurrence, clean up all spilled and scattered materials. **Contractor** shall use due care to prevent vehicle oil, vehicle fuel, or other liquids from being spilled during collection or transportation operations including maintenance of the collection vehicles to minimize and correct any leaks. Equipment oil, hydraulic fluids, spilled paint or any other liquid or debris resulting from **Contractor's** collection operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, **Contractor** shall apply a suitable cleaning agent to the street surface to provide adequate cleaning, and shall notify the administrator and applicable hazardous materials management agencies within two (2) hours of such a spill or leak. **Contractor** shall meet or exceed National Pollutant Discharge Elimination System (NPDES) permit requirements for hazardous materials handling, cleanup and reporting.

2. **Clean-up.** During collection operations, **Contractor** shall clean-up litter in the immediate vicinity of any container storage area (Including the areas where containers are delivered for collection) if **Contractor's** actions are the cause of the litter. Each collection vehicle shall be equipped with protective gloves, a broom, and shovel at all times for cleaning up litter. Absorbent material shall be carried on each collection vehicle at all times and used by **Contractor** for cleaning up liquid spills. **Contractor** shall document and discuss instances of repeated spillage not caused by it with the customer where spillage occurs, and **Contractor** shall report such instances to **County**. If **Contractor** has attempted to have a customer stop creating spillage but is unsuccessful, **County** will attempt to rectify such situation with the customer.

3. **Covering of loads.** **Contractor** shall cover all open drop boxes with an industry-approved cover at the collection location before transporting materials to the designated transfer facility.

4. **Transferring loads.** **Contractor** shall not transfer loads from one vehicle to another on any public street unless it is necessary to do so because of mechanical failure, emergency (e.g. combustion of material in the vehicle) accidental damage to a vehicle, or unless approved by **County**,

K. **Noise.** All collection operations shall be conducted as quietly as possible and shall conform to applicable federal, State, and **County** noise level regulations. **Contractor** shall promptly resolve any complaints of noise to the satisfaction of **County**.

L. **Route books and route maps.** For each collection route, **Contractor** shall maintain a route book and route map, either hard copy or computerized, that documents each customer on the route, their service address, service level, and the order in which

customers shall be serviced (e.g., the order in which routes shall be driven). **Contractor** shall distribute new route books and route maps to its collection vehicle drivers as frequently as necessary; and each driver shall note differences in the service levels shown in the route book, adding and subtracting customers and service levels, as necessary. Route supervisors shall periodically check the routes to ensure that drivers are providing service in accordance with their route books. **Contractor** shall provide **County** with route books and maps within ten (10) Business Days of request. Route books and maps shall be considered to be **Contractor's** proprietary information and shall not be distributed or used in any process that results in the award of a franchise agreement.

9.03: COUNTY-OWNED SOLID WASTE FACILITIES

County owns solid waste facilities on the following **County**-owned or **County**-leased lands within Service Area Number 2:

A. **Delleker Transfer Station (Facility No. 32-AA-0031):** A 2 acre parcel of **County**-owned land located on Industrial Way in Delleker, in the northeast quarter of Section 3, Township 22 North, Range 13 East, MDM. This medium-volume transfer station is in solid waste franchise area number 2, and is operated by a solid waste franchise contractor. All permanent structures, fences, paving and other surface improvements located on site are, and shall remain property of **County**. *(Note: the Delleker Recycling Facility, operated and owned by Intermountain Disposal, Inc., is westerly of and immediately adjacent to the Delleker Transfer Station)*

B. **Graeagle Transfer Station (Facility No. 32-AA-0006):** A 2.7 acre parcel of **County**-owned land located on County Road 521 in the northeast quarter of Section 15, Township 22 North, Range 12 East, MDM. This limited-volume transfer station is in solid waste franchise Area number 2, and is operated by a solid waste franchise contractor. All permanent structures, fences, paving and other surface improvements located on site are, and shall remain property of **County**.

9.04: CONTRACTOR'S USE OF COUNTY-OWNED SOLID WASTE FACILITIES

A. **Rental of facilities.** **County** shall allow **Contractor** the use of its facilities in exchange for a rent of five hundred dollars (\$500.00) per month for the Delleker Transfer Station and three hundred dollars (\$300.00) per month for the Graeagle Transfer Station. Facility rent payments may be adjusted from time to time during the Term of this agreement. Any such changes to facility rent payments shall be considered a Pass-Through Cost.

B. **Property taxes.** **Contractor** shall also be responsible for the payment of annual property taxes due to a possessory interest in the property and improvements. Property taxes shall also be considered a Pass-Through Cost by **Contractor** and shall be construed as such in calculations within **Contractor's** Financial Statement. Property taxes may be adjusted from time to time during the Term of this agreement. Any such changes to facility property taxes shall also be considered a Pass-Through Cost.

C. **County's rights.** **County** shall have the right to enter and inspect the premises of any **County**-owned solid waste facility at any time, whether during normal operating hours or not, or for any other purpose required by **County**.

D.. **Contractor's rights.** **Contractor** shall have the right to utilize, for solid waste, C&D and targeted recyclable materials collection and handling purposes, all of the property, buildings and appurtenances designated by **County** as premises for its solid waste facility.

E. **County's responsibilities.** **County** shall be responsible for ordinary maintenance of its solid waste facilities and repairs thereto necessitated by normal wear and tear. **County** shall not be responsible for damages or extraordinary wear to its facilities caused by **Contractor's** negligence or intentional misconduct. **County** shall construct, where necessary, fences, walls, paving or appurtenances as may be necessary for the collection, sorting and handling of all targeted recyclable materials, C&D and solid waste collected by **Contractor**. **County** shall provide snow removal and roadway sanding within its facilities as described below:

1. Snow removal and/or sanding by **County** will be scheduled to coincide with regularly scheduled snow removal and/or sanding activities in the vicinity of its facilities. **Contractor** reserves the right to temporarily close or delay opening such facilities in the case of delayed snow removal during heavy snowfall events.
2. Snow removal and/or sanding by **County** will take place within the fenced compound of its facilities only if entrance and exit gates (if any) are unlocked and open at the time **County** maintenance vehicle arrives.
3. Snow removal and/or sanding by **County** will occur along the route that the public will travel to enter, access and depart from its facility. Snow removal and/or sanding for all other locations within the compound shall be **Contractor's** responsibility.
4. **Contractor** may request additional snow removal/sanding assistance from **County** at any time that such services are deemed necessary by **Contractor**. **County** will, in turn, make a determination - after conferring with **County** maintenance resources - whether **Contractor's** request may be granted by **County** and the schedule for such additional snow removal/sanding assistance. If **County's** determination regarding such request is negative, **Contractor** may appeal such decision to the program administrator.

F. **Contractor's responsibilities.** **Contractor** shall be responsible for keeping **County**-owned solid waste facilities in a clean and workable condition at all times during the term of this agreement. **Contractor** shall not be responsible for any repairs to buildings, grounds and appurtenances on the premises during the Term of this agreement, except to the extent the damage was caused by the **Contractor's** negligence or intentional misconduct. **Contractor** shall be responsible for the payment of all utility charges and fees connected to the operation of **County**-owned solid waste facilities. **Contractor** shall provide, and have complete responsibility for all necessary personnel, vehicles, equipment and containers necessary for the collection and handling of all targeted recyclable materials, C&D and solid waste collected by **Contractor** under this agreement. **Contractor** shall be responsible for transferring all material received at transfer stations to ultimate disposal facilities. **Contractor** shall be required to ensure that unloaded materials are properly placed in the designated areas. For example, **Contractor** shall be required to deposit batteries and cell phones, used motor oil and used motor oil filters in the containers designated for storage of these materials.

Contractor shall be responsible for any other intended **Contractor** requirements related to the transfer stations not specifically addressed in Section 9.04A(3), “**County’s responsibilities.**”

G. **Hours and Days of Operation.** The list of facility hours and days of operation shown below represents the current hours and days of operation that has been agreed to by **Contractor** and approved by **County**. This schedule, and any changes to this schedule shall be posted on **County’s** website and on **Contractor’s** website, as well as prominently displayed on the gates to such facilities. Hours and Days of operation may be subject to change and may vary between a winter and summer schedule, as approved by **County**. **County** shall coordinate with **Contractor** regarding any changes to the hours and days of operation for **County**-owned solid waste facilities.

Delleker Transfer Station: Saturday through Tuesday, 9 am to 4 pm
73980 Industrial Way (Closed from 12:00 to 12:30 for lunch)

Graeagle Transfer Station: Saturdays and Sundays only – 9 am to 4 pm
920 Blairsden-Graeagle Road (Closed from 12:00 to 12:30 for lunch)

H. **Operational Meetings.** If requested by **County**, **Contractor** shall meet with the **County** periodically to discuss issues related to their operations including:

1. Traffic flow
2. Hazardous waste screening and safety policies
3. Receiving hours
4. Billing and payment of gate fees for delivery of materials
5. Vehicle parking
6. Employee facilities
7. Maintenance facilities

9.05: VEHICLES

A. **General.** **Contractor** shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by the agreement in strict accordance with its terms. **Contractor** shall have available sufficient back-up vehicles for each type of collection vehicle used (e.g., side loader, front loader, and roll-off vehicles) to respond to mechanical breakdowns, complaints, and emergencies. As of the Effective Date, all residential and commercial collection vehicles shall be in mechanically sound condition; and other vehicles such as roll-off trucks, support vehicles, and spare vehicles shall also be in mechanically sound condition. Collection vehicles whose acquisition cost is Included in the calculation the rates may be used only in its service area; provided, however, that an allocable share of such costs for vehicles used in other jurisdictions as well as the service area shall be Included in the rates.

B. General vehicle specifications

1. All vehicles used by **Contractor** in providing solid waste, C&D and/or targeted recyclable material services shall be registered with the California Department of Motor Vehicles.
2. All collection vehicles shall have leak-proof bodies designed to prevent leakage, spillage and/or overflow and shall be designed so that collected materials are not visible.
3. All vehicles shall comply with California Environmental Protection County (Cal/EPA) noise emission regulations and California Air Resources Board air quality regulations and other applicable pollution control regulations.
4. All collection vehicles shall be capable of unloading materials in the designated transfer facility buildings taking clearance heights into consideration.
5. All collection vehicles shall be equipped with a broom, shovel, absorbent materials, and other approved cleanup devices and materials for emergencies, or any spillage or leaks that may occur.

C. Vehicle identification. **Contractor's** name, local telephone number, and a unique vehicle identification number designated by **Contractor** for each vehicle shall be prominently displayed on the vehicles, in letters and numbers with a maximum five (5) digit sequence, that are no less than two and one-half (2.5) inches in height. **Contractor** shall not place any other information or logo on **Contractor** vehicles, unless approved in writing by **County**. Vehicles shall be clearly labeled to indicate the materials collected by that vehicle, specifically; "Solid Waste," "Recyclables," as directed by **County**.

D. Inventory. **Contractor** shall furnish **County** a written inventory of all vehicles used in providing service, and shall update the inventory annually. The inventory shall list all vehicles by manufacturer, identification number, date of acquisition, type, capacity, decibel rating, tare weight, legal load weight and legal payload weight.

E. Cleaning and maintenance.

1. **General.** **Contractor** shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this agreement in a good, safe, neat, clean, and operable condition at all times.
2. **Cleaning.** Vehicles used in the collection of solid waste or targeted recyclable materials shall be thoroughly washed, and thoroughly steam cleaned periodically so as to present a clean appearance. **County** may inspect vehicles at any time to determine compliance with this agreement. **Contractor** shall also make vehicles available to **County** staff for inspection, at any frequency it requests.
3. **Maintenance.** **Contractor** shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. **Contractor** shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule or in accordance with California

Highway Patrol standards, whichever are more stringent. **Contractor** shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to **County** upon request. Hydraulic oil, engine oil, and other spills from collection vehicles in the Service area are a concern to **County**. **Contractor** shall include as part of maintenance activities a process for tracking the number and nature of automotive spills (type of fluid, amount lost, failure point) and diagnosing the cause of those spills. Based on the results of the process, **Contractor** shall implement appropriate corrective actions to address issues that are contributing factors to vehicle spills (e.g., revise specifications for specific part failures, revise preventative maintenance schedule to address timing of failures), so that each occurrence is controlled and minimized.

4. **Repair.** **Contractor** shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, hydraulic oil or engine oil leaks, or any other cause so as to maintain all equipment in a safe and operable condition. If an item of repair is covered by a warranty, **Contractor** shall obtain warranty performance. **Contractor** shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.

5. **Storage.** **Contractor** shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with all applicable zoning regulations.

F. Operation.

1. **General.** Vehicles shall be operated in compliance with federal, State and local laws and regulations including the California Vehicle Code, the regulations of the California Air Resources Board (CARB) Waste Collection Vehicle Regulations as established in the *California Code of Regulations Title 3 Section 2700 et seq.* and all applicable safety and local ordinances. Annually, **Contractor** shall provide **County** with documentation of such compliance for each vehicle. For example, with regard to CARB regulations, such documentation shall demonstrate, at a minimum, the vehicle number, make, model, year, control technology used or planned, and the year that the control technology was applied or is planned to be applied.

2. **Vehicle Weights.** **Contractor** shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by federal, State, or local weight restrictions on vehicles or roads. **Contractor** shall implement policies and procedures to track the weight of vehicles to assure that they comply with this requirement, and provide a copy of these policies and procedures to **County** prior to the Effective Date of this agreement, along with a list of vehicles, legal tare weight, legal gross weight and legal payload weight for each of those vehicles. In the event that a vehicle is overweight, **Contractor** shall take all appropriate corrective actions to correct cause of the overweight vehicle, including making adjustments to routes to eliminate ongoing overweight associated with individual routes. **Contractor** shall provide a list of all loads that exceed the manufacturer's recommendations or limitations imposed by

federal, State or local weight restrictions on vehicles or roads and the total gross weight and legal gross weight of each of those loads in their quarterly reports to **County**.

3. **Noise. Contractor** equipment used for solid waste, C&D and/or targeted recyclable materials services shall be registered with the California Department of Motor Vehicles. Equipment shall comply with US EPA noise emission regulations, currently codified at *40 CFR Part 205* and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle.

4. **Vehicle Tare Weights.** Annually, **Contractor** shall have each collection vehicle weighed to determine the unloaded weight ("tare weight") of the vehicle. Upon a major repair that could affect the collection vehicle tare weight, **Contractor** shall have the collection vehicle reweighed to establish a new tare weight.

5. **Vehicle Backing.** Collector shall use all reasonable means to minimize or avoid backing of collection vehicles.

9.06: CONTAINERS

A. **General. Contractor** shall provide all carts, bins and drop boxes, as appropriate, to all customers as part of its obligations under this agreement. **Contractor**-provided containers shall be designed and constructed to be watertight and prevent the leakage of liquids. All carts shall be manufactured by injection or rotational molding methods; and contain post-consumer content. Carts provided to customers shall be maintained by **Contractor** in a safe condition. All containers with a capacity of one (1) cubic yard or more shall meet applicable federal, State, and local regulations for bin safety; shall be covered with attached lids; and shall have the capability to be locked if required or requested by customer or **County**. All containers shall be maintained in a safe, serviceable, and functional condition.

B. Container Specifications

1. **Sizes.** The container sizes to be provided to single-family, multi-family and commercial customers shall be as specified below:

a. Carts shall be provided per customer's request, and shall be available in three (3) approximate sizes:

- i. Thirty-two (32) gallon.
- ii. Sixty-four (64) gallon.
- iii. Ninety-six (96) gallon.

b. Bins shall be available per customer's request, and shall be available in eight (8) sizes:

- i. One (1) cubic yard (CY).

ii. One and one-half (1.5) CY.

iii. Two (2) CY.

iv. Three (3) CY.

v. Four (4) CY.

vi. Five (5) CY

vii. Six (6) CY

viii. Eight (8) CY

c. Roll-off boxes shall be provided per customer's request, and shall be available in five (5) sizes and configurations:

i. Ten (10) CY without lid.

ii. Twelve (12) CY without lid.

iii. Twelve (12) CY with lid

iv. Twenty (20) CY without lid.

v. Twenty (20) CY with lid.

vi. Twenty-five (25) CY without lid.

vii. Thirty (30) CY without lid.

viii. Forty (40) CY without lid.

2. *Color.* The colors of the containers provided to single-family, multi-family and commercial customers shall be green for solid waste and a contrasting color, with a label for targeted recyclable materials.

3. *Loading.* Allowable loading requirements for the bin and drop box contents shall be based on the manufacturer's load limits.

4. *Labels.* Containers used for targeted recyclable materials shall be labelled "Recyclables Only" or "Recycle Only" or a phrase with that meaning.

C. Cleaning and painting.

1. *Cleaning.* Customers shall be responsible for maintaining carts in a sanitary condition. **Contractor** shall clean or replace bins as requested by customers. **Contractor** will do so at no cost to the customer once per Calendar Year; Customer shall be charged an additional fee as presented in the rate schedule shown as Attachment D, as amended from time to time for additional cleanings or replacements.

2. *Painting.* **Contractor** shall determine whether the exterior of a bin is in a condition such that it requires repainting or replacement. **Contractor** shall repaint or replace such bin no more than once in a five (5) year period at no cost to the customer. Customer shall be charged an additional fee as presented in the rate schedule shown as Attachment D, as amended from time to time, for additional paintings or replacements.

D. *Repair and replacement.* **Contractor** shall repair or replace all containers damaged by collection operations (e.g., vehicle apparatus interface) within five (5) Business Days of being notified by customer or observing the damaged container. If the repair or replacement cannot be completed within five (5) Business Days, **Contractor** shall notify customer and provide a **Contractor**-owned container of the same size or larger until the original container can be replaced. The cost to repair or replace containers damaged or destroyed by **Contractor** or made unserviceable through normal wear and tear (except customer-owned containers) shall be borne by **Contractor**. **Contractor** shall not be responsible for the cost of repairing or replacing **Contractor**-owned containers that are lost, damaged or destroyed through customer's negligence, i.e. placed in front of, or within a snow berm during winter road maintenance operations. In such case, **Contractor** shall be entitled to bill customers for the cost of a replacement **Contractor**-owned container and its delivery as presented in the rate schedule shown as Attachment D, as amended from time to time. **Contractor** shall not be responsible for the replacement of customer-owned containers that require repair or replacement due to normal wear and tear or that are lost, damaged or destroyed through customer negligence. **Contractor** shall allow customer to exchange **Contractor**-owned containers for a **Contractor**-owned container of a different size once per Calendar Year at a fee presented in the rate schedule shown as Attachment D, as amended from time to time. **Contractor** shall exchange **Contractor**-owned containers within five (5) Business Days of customer request. The collection rate for the exchanged container shall be as presented in the rate schedule shown as Attachment D, as amended from time to time. **Contractor** shall allow customers to rent additional **Contractor**-owned carts and shall be entitled to bill customers based upon the number of containers set out for collection.

E. *Protection from Wildlife.* Customer shall take all reasonable precautions to protect container from damage or intrusion by wildlife, i.e. scavenging birds and bears. Containers shall not be set out in such a fashion (i.e. missing covers or open covers) or so far in advance of collection as to invite scavenging by wildlife. If damage to containers occurs due to customer negligence in this respect, **Contractor** shall be entitled to bill customers for the cost of a replacement container and its delivery as presented in the rate schedule shown as Attachment D, as amended from time to time. **Contractor** shall make bear-resistant containers available to customers in accordance the rate schedule shown as Attachment D, as amended from time to time.

9.07: PERSONNEL

A. *General.* **Contractor** shall furnish such qualified drivers, mechanical, supervisory, customer service, clerical and other personnel as may be necessary to provide the services required by this agreement in a safe, thorough, professional and efficient manner and shall provide, at a minimum, the number and type of personnel necessary for same. All personnel furnished by **Contractor** shall be subject to the "Relationship of Parties" provisions of Section 16.01.

B. Provision of field supervision. **Contractor** shall designate qualified employees as supervisors of field operations. The field supervisor shall devote their time in the field supervising, managing, and monitoring collection operations for reliability, quality, efficiency, safety, and for responding to complaints.

C. Driver qualifications. All drivers shall be trained and qualified in the operation of collection vehicles, and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. **Contractor** shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

D. Customer service representative training. Customer service representatives shall be trained on specific **County** service requirements. A **County** information sheet shall be provided to each customer service representative for easy reference of **County** requirements and general customer needs.

E. Safety training. **Contractor** shall provide suitable operational and safety training for all of its employees who operate collection vehicles or equipment or who are otherwise directly involved in such collection. **Contractor** shall train its employees involved in collection to identify, and not to collect, hazardous waste or infectious waste. Upon **County's** request, **Contractor** shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

F. No gratuities. **Contractor** shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for collection services or to accept gratuities or compensation in exchange for additional collection services.

G. Employee conduct and courtesy. **Contractor** shall employ only competent and qualified personnel who serve the public in a courteous, helpful, and impartial manner. **Contractor** shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. **Contractor** shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection employees to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this agreement, **Contractor** shall take all appropriate corrective measures. **County** may require **Contractor** to reassign an employee, if the employee has conducted himself or herself inconsistently with the terms of this agreement. **Contractor** shall adopt policies and procedures consistent with State and federal law that ensure a sober and drug-free workplace. This includes strictly prohibiting unlawful manufacture, distribution, possession, or use of any controlled substance in the workplace, regardless of whether the employee is on duty at the time. Further, the policies and procedures shall prohibit an employee from operating either **County**-owned or **Contractor**-owned equipment and vehicles (whether on or off duty) while under the influence of alcohol or drugs. The purpose of these policies and procedures is to ensure workplace safety, productivity, efficiency, and the quality of **Contractor's** service to customers.

H. Uniforms. While performing services under this agreement, all **Contractor's** employees performing field service shall be dressed in clean uniforms and shall wear visible identification that include the employee's name and/or employee number, and

Contractor's name. Uniform type, style, colors, and any modifications may be subject to approval by **County**.

9.08: HAZARDOUS WASTE INSPECTION AND HANDLING

A. **Inspection program and training.** **Contractor** is required to visually check solid waste containers, C&D and/or targeted recyclable materials and other materials put out for collection and may reject solid waste, C&D and/or targeted recyclable materials and other materials observed to be contaminated with hazardous waste and not collect hazardous waste put out with solid waste, C&D and/or targeted recyclable materials. **Contractor** shall develop a load inspection program that includes the following components:

1. Personnel and training
2. Load checking activities
3. Management of wastes
4. Record keeping and emergency procedures

Contractor's load checking personnel, including its collection vehicle drivers, shall be trained in:

1. The effects of hazardous substances on human health and the environment
2. Identification of prohibited materials
3. Emergency notification and response procedures. Collection vehicle drivers shall visually check containers before collection when practical.

B. **Response to Hazardous Waste identified during Collection.** Under no circumstances shall **Contractor's** employees knowingly collect hazardous waste or remove unsafe or poorly containerized hazardous waste from a collection container. If **Contractor** determines that material placed in any container for collection is hazardous waste or other material that may not legally be accepted or safely processed at the designated transfer facility or presents a hazard to **Contractor's** employees, or those at the designated transfer facility, the **Contractor** shall have the right to refuse to accept such material. The customer shall be contacted by **Contractor** and requested to arrange proper disposal. If the customer cannot be reached immediately, **Contractor** shall, before leaving the premises, leave a non-collection notice, which indicates the reason for refusing to collect the material and lists the phone number for the Plumas County Household Hazardous Waste Facility, or other resources as directed by **County**. The Department of Environmental Health shall be notified to handle the issue with the customer. The **Contractor's** environmental technician shall be required to guide the customer to safely containerizing the hazardous waste and shall explain the customer's options for proper disposition of such material. In the event that **Contractor** inadvertently collects hazardous waste during collection services, and the customer or generator of such hazardous waste can be identified, the customer shall be held financially responsible for the handling and disposal of such hazardous waste. **Contractor** may seek reimbursement from the customer for any and all of **Contractor's** expenses incurred in their handling and disposal of such hazardous waste. If hazardous

waste is found in a collection container or collection area that could possibly result in imminent danger to people or property, **Contractor** shall immediately telephone the nine-one-one (911) emergency telephone number. **Contractor** shall notify **County** of any hazardous waste identified in containers or left at any premises within twenty-four (24) hours of identification of such material.

C. Response to Hazardous Waste identified at Designated Transfer Facility. **Contractor** shall not knowingly deliver unpermitted material to the designated transfer facility. In the event that unpermitted material is delivered to the designated transfer disposal facility, **Contractor** shall be entitled to pursue whatever remedies, if any, it may have against the customer or person(s) bringing such unpermitted material to the designated transfer facility provided that in no case shall **County** be considered the person bringing such unpermitted material to the designated transfer facility. If the unpermitted materials are delivered to the designated transfer facility by **Contractor** and unloaded at the facility before their presence is detected, and the customer cannot be identified or fails to remove the material after being requested to do so, **Contractor** shall arrange for and/or pay for its proper disposal. **Contractor** shall make reasonable efforts to identify and notify the customer. **Contractor** shall make a good faith effort to recover the cost of any transportation and disposal from the customer, and the cost of this effort, as well as the cost of disposal shall be chargeable to the customer, if appropriate documentation, as deemed necessary by the **County**, is provided to **County** within five (5) Business Days of the occurrence.

D. Reporting, regulations, and record keeping. **Contractor** shall comply with emergency notification procedures required by applicable laws and regulatory requirements. **Contractor** shall notify all appropriate agencies, including the California Department of Toxic Substances Control, local emergency response providers and the National Response Center of reportable quantities of hazardous waste found or observed in solid waste, targeted recyclable materials, electronic waste, universal waste, and construction and demolition debris (C&D) anywhere within its service area. In addition to other required notifications, if **Contractor** observes any substances which it or its employees reasonably believe or suspect to contain hazardous wastes unlawfully disposed of or released on any **County** property, including storm drains, streets or other public rights of way, **Contractor** will immediately notify **County**. All records required by regulations shall be maintained at **Contractor's** facility. These records shall include: waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records. **Contractor** shall maintain records showing the types and quantities, if any, of hazardous waste found in solid waste, C&D and/or targeted recyclable materials which were inadvertently collected from customers within its service area, but diverted from landfilling.

9.09: COMMUNICATION AND COOPERATION WITH COUNTY

Communications. **Contractor's** general manager shall have e-mail capabilities to enable **County** and **Contractor's** general manager to communicate via email. **Contractor's** general manager shall respond to **County** email correspondence within twenty-four (24) hours.

A. Monthly meetings. Upon request from administrator, **Contractor** shall meet with **County** to discuss operations issues of each active diversion program, quality and reliability of collection services, and compliance with the terms of the agreement. At each monthly meeting, **County** and **Contractor** shall have the opportunity to present

and discuss proposed changes in service such as changing program requirements or modifying collection methods.

B. **Inspection by County.** **County** shall have the right, but not the obligation, to observe and inspect all of **Contractor's** operations under this agreement. In connection therewith, **County** shall have the right to enter facilities used by **Contractor** during operating hours, speak to any of **Contractor's** employees and receive cooperation from such employees in response to inquiries. In addition, upon reasonable notice and without interference with **Contractor's** operations, **County** may review and copy any of **Contractor's** operational and business records related to this agreement. If **County** so requests, **Contractor** shall make specified personnel available to accompany **County** employees on inspections and shall provide electronic copies of records stored in electronic media.

9.10: BUY-RECYCLED POLICY

Contractor shall comply with the purchasing requirements described in this Section, and shall document its on-going compliance with these requirements upon **County** request.

A. **Supplies.** **Contractor** shall use reasonable business effort to purchase office supplies and all paper products with post-consumer recycled content.

B. **Recycled paper.** Insofar as is possible, **Contractor** shall use recycled paper for all correspondence with customers and **County**, including invoices, bills, reports, and public education materials. **Contractor** shall state on all materials prepared with post-consumer recycled content the following: "*Printed on Recycled Paper.*"

C. **Re-refined motor oil.** **Contractor** shall be encouraged but not required to use re-refined motor oil for its collection vehicles.

D. **Recycled plastic.** **Contractor** shall purchase carts that contain the minimum post-consumer content. All carts shall be 100% recyclable.

9.11: ANNUAL PERFORMANCE HEARING

A. **Objectives.** **County** shall hold a public performance hearing in April or May of each Rate Year in a location suitable for a public meeting within **Contractor's** Service Area, at which time **Contractor** shall be present and shall participate by making a presentation and responding to questions. **County** shall convene the hearing to address the positive and negative aspects of **Contractor's** overall performance. The purpose of the hearing may also involve discussion and review of technological, economic, and regulatory changes in collection, waste reduction, recycling, processing, and disposal practices that can improve quality of service; increase waste reduction and diversion; and ensure services are being provided effectively and economically. Topics for discussion and review at the performance hearing shall include, but not be limited to: **Contractor's** accomplishments and compliance with various provisions of the agreement, services provided, feasibility of providing new services, application of new technologies, customer complaints, possible amendments to this agreement, developments in the applicable laws and regulations, new initiatives for meeting or exceeding waste reduction and recycling goals, regulatory constraints, and **Contractor** performance. **County** and **Contractor** may each select additional topics for discussion at the performance hearing.

B. **Process.** Within sixty (60) days of notification provided by **County** to **Contractor** of its intent to conduct a performance hearing, **County** will submit questions to **Contractor** pertaining to **Contractor's** performance and **Contractor** shall submit its written response within thirty (30) days. **Contractor** shall meet to discuss the questions and **Contractor's** response prior to submittal by **Contractor**, **County** and **Contractor** may request from one another information or documents related to the scheduled public hearing and **Contractor** shall provide such information promptly. In addition to **Contractor's** responses to the questions submitted by **County**, **Contractor** shall submit their annual operational report, including the following:

1. **Recommended changes or new services.** Changes and/or new services may be recommended to improve **County's** ability to meet and/or exceed **County's** waste reduction and recycling goals and those of the *Act*.
2. **Complaint records.** The reports required by this agreement regarding complaints shall be used as one basis for review. **Contractor** may submit other relevant performance information and reports for consideration. **County** may request **Contractor** to submit specific information for the hearing. In addition, any person may submit comments or complaints during or before the hearing, either orally or in writing, and these shall be considered.
3. **Action plan.** **Contractor** shall prepare and submit an action plan for improving and/or modifying its collection services and other services if requested. Not less than ten (10) Business Days prior to the scheduled hearing date, **County** and **Contractor** shall exchange any written reports and other documents that will be provided or presented at the hearing. Not less than five (5) Business Days before the scheduled hearing date, **County** and **Contractor** shall ensure their availability to discuss the content and underlying support for such reports. **County** and **Contractor** shall attend and participate in the performance hearing. **Contractor** may be required to present an oral report on its performance at the performance hearing. **Contractor's** failure to attend and participate in the performance hearing and provide an oral presentation upon request; provide a written response to the questions or request for a self-assessment report submitted by **County**; or submit an action plan if requested by **County** may be sufficient cause for **County** to seek remedies as described in Article 15. Within sixty (60) days after the conclusion of each performance hearing, **County** may issue a report. As a result of the review, **County** may require **Contractor** to provide expanded or new services within a reasonable time frame and for reasonable compensation; and **County** may direct **Contractor** to take corrective actions for any performance inadequacies.

ARTICLE 10

RECORD KEEPING AND REPORTING

10.01: GENERAL

A. *Need for Records.*

1. **Contractor** shall compile and maintain operational and financial records related to its performance as necessary to develop the reports required by this agreement, to conduct its operations, to support requests it may make to County for rate adjustments, to support requests it may make to **County** for any major changes to operations or anticipated future changes to operations, to support the need for anticipated major expenses likely to be incurred in the future, to help meet the reporting and solid waste program management needs of **County** and to respond to requests from **County**.

2. Record keeping and reporting requirements specified in this agreement shall not be considered a comprehensive list of reporting requirements. In particular, Article 10 is intended to highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define the scope and content of the records and reports. **Contractor** shall maintain all records necessary to allow **County** to determine **Contractor's** compliance with the terms of the agreement and compliance with the performance standards presented in this agreement, including those related to the quality of collection services and customer service. The records shall be maintained in a manner that allows for easy verification of **Contractor's** performance.

3. Comprehensive Environmental Response, Compensation and Liability Act of 1982 (CERCLA) defense records. **County** views the ability to defend against CERCLA and related litigation as a matter of great importance. For this reason, **County** regards the ability to prove where solid waste collected in **County** area was taken for transfer or disposal, to be matters of concern. **Contractor** shall maintain data retention and preservation systems which can establish where solid waste collected in the service area was delivered for transfer or disposal. This provision shall survive the expiration of this agreement.

4. Upon written direction or approval of **County**, the records and reports required by **Contractor** in accordance with this and other articles of the agreement shall be adjusted in number, format, or frequency.

B. *Inspection of records.* **County** shall have the right to inspect or review at **Contractor's** office, and with a minimum notice of 24 hours beforehand, the payroll tax reports, specific documents or records required expressly or by inference pursuant to this agreement, or any other similar records or reports of **Contractor** that **County** shall deem reasonably necessary to evaluate annual reports, rate adjustment applications provided for in this agreement, and **Contractor's** performance or other matters related to this agreement. **County**, its auditors and other agents selected by **County**, shall have the right, during regular business hours, to conduct on-site inspections and review of the records and accounting systems of **Contractor** and to make copies of any of **Contractor's** documents relevant to this agreement, with the exception that **County** or its representatives make not make copies of **Contractor's** proprietary information. Upon

request, **Contractor** shall arrange for records of Related Party Entities to be made available to **County** and its official representatives for review, to the extent such records are reasonably necessary to evaluate annual reports, **Contractor's** performance, or other matters related to this agreement; provided, however, that no copies of Related Parties Entities' records may be made by **County** or its representatives.

C. **Retention of records.** Unless otherwise herein required, **Contractor** shall retain all records and data required to be maintained by this agreement for the Term plus at least five (5) years after expiration or early termination of the agreement. Records and data shall be in a chronological and organized form and readily and easily interpreted. At **County's** request, records and data required to be retained shall be retrieved in a timely manner (which shall not exceed more than twenty (20) Business Days unless **Contractor** obtains prior written approval from **County**) by **Contractor** and made available to **County**. **Contractor** shall maintain copies of all billings and billing collections (e.g., customer payments) records or copies of billing summary reports (that document all billings and billing collections for each customer) for five (5) years, following the date of billings, for inspection and verification by **County**. Records and data required to be maintained that are not specifically directed to be retained that are material to the determination of the rates or to determination of **Contractor's** performance shall be retrieved by **Contractor** and made available to **County** in a timely manner (which shall not exceed twenty (20) Business Days unless **Contractor** obtains prior written approval from **County**). When records and data are not retained or provided by the **Contractor**, **County** may make reasonable assumptions regarding what information is contained in such records and data, and such assumption(s) shall be conclusive in whatever action **County** takes. **Contractor** may, at their option, choose to provide **County** with all records and data related to this agreement at any time during the five (5) year period following its termination in lieu of retaining such records.

D. **Record security.** **Contractor** shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as fire, theft, and earthquakes. Electronically-maintained data and/or records shall be protected, backed up, and stored at a separate site from the original data.

10.02: OPERATIONAL RECORDS

A. **General.** Operational records shall be maintained and retained in forms, on media, and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Operational reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

1. Determine needs for adjustment to programs and cost for such changes
2. Evaluate customer service and complaints
3. Provide collected waste and recyclable tonnage amounts for **County** records and State reporting.
4. Record hazardous waste disposal or attempted disposal incidents per Section 10.02B(6)
5. Record contaminated loads of recyclable materials per Section 5.04.

B. *Records to be kept.* Operational records shall be maintained and retained by **Contractor** for **County** relating to:

1. Customer and billing account information Including the following for each customer:

- a. Names, addresses, and phone numbers of customer, billing contact person, and, if appropriate, for property manager or on-site contact person;
- b. Solid waste service level, C&D service level, targeted recyclable materials service level, (where service level Includes the number of containers, size of each container, and the collection frequency of each container);
- c. Number of tenants or living units at multi-family residential complexes;
- d. Service exemptions for SFD premises (if applicable);
- e. Special services (e.g., backyard and special handling collection for SFD premises, push/pull charges, lock/unlock charges, etc.). **Contractor's** customer and billing system shall allow for information to be compiled easily and separately for each service sector.

2. Complaints. A log of complaints and resolutions for all collection services and sectors. At a minimum, the complaint log shall Include:

- a. Customer name and/or business name;
- b. Customer's service address;
- c. Contact telephone number;
- d. Date of complaint;
- e. A description of the complaint;
- f. A description of how the complaint was resolved;
- g. The date of resolution, and
- h. Any additional driver's notes or comments.

3. Waste Volumes, Including:

- a. Weight and volume of material collected by type (e.g., solid waste, C&D and/or targeted recyclable materials) and the facility where materials were delivered (e.g., designated transfer facility). Where possible, information shall be provided separately for each service sector.

b. Tonnage of solid waste and/or targeted recyclable materials collected from venues and events per Section 10.06, reported separately by material type collected and reported separately for each venue and event.

c. Volume of used motor oil and number of used motor oil filters collected by **Contractor** reported separately for each facility where materials were delivered.

3. Total C&D tonnage collected and disposed. C&D tonnages may be combined with solid waste tonnages unless source-separated. C&D collected by **Contractor** as well as C&D self-hauled to designated transfer facilities shall be allocated by **Contractor** to its correct jurisdiction/contract

4. Operations, including:

a. Facilities, equipment and personnel used for operations.

b. Maintenance and repairs of facilities and/or equipment used for operations.

c. Vehicle accidents and/or infractions involving **Contractor's** vehicles used for operations.

d. Overweight vehicles. A list of all overweight vehicles, whether discovered at the disposal site tipping scales or as a result of an infraction given at a public truck scales, the actual payload of such vehicle and the amount overweight.

e. A description of any activities affecting the provision of services.

5. Mandatory Commercial Recycling. Per Section 8.04, **Contractor** shall also provide a written report to **County** by April 1 of each year identifying all Qualified Generators who have not subscribed for commercial recycling services, the reason for such non-subscription, the efforts undertaken by **Contractor** to arrange for recycling services, and the name, title and telephone number of the applicable contact person for each such customer.

6. Hazardous Waste. **Contractor** shall provide a summary or copy of any hazardous waste records as required under Section 9.08 D.

7. Other programs. Records for other programs shall be tailored to specific needs. In general, **Contractor** shall maintain and retain the following records:

a. Plans, tasks, and milestones; and

b. Accomplishments Including activities conducted, dates, quantities of products used, produced or distributed, and numbers of participants and responses.

C. **Failure to report.** The refusal or failure of **Contractor** to file any required reports, or to provide required information to **County**, or the inclusion of any materially false or misleading statement or representation by **Contractor** in such report shall be deemed a **Contractor** default as described in Section 15.02, subject to the notice and cure provisions of that Section. Violation thereof shall subject **Contractor** to all remedies which are available to **County** under the agreement or otherwise.

D. **Accuracy of reports.** The failure of **Contractor** to file accurate and timely operational reports, proposal(s), information or correspondence to **County**, or the inclusion of any inaccurate or misleading data, statement or representation by **Contractor** in such report(s), proposal(s), information or correspondence to **County** shall be deemed a **Contractor** default as described in Section 15.02 subject to the notice and cure provisions of that Section and shall subject **Contractor** to all remedies which are available to **County** under the agreement or otherwise. Any and all inaccuracies, errors or omissions discovered by **County** or **Contractor** in such reports shall be disclosed to the other Party upon discovery and shall be corrected at **Contractor's** cost within fifteen (15) Days of such notification.

10.03: ANNUAL DISPOSAL AND OPERATIONAL REPORT

A. **General.** **Contractor's** annual operational report shall Include, but not be limited to:

1. An annual summary of waste volumes;
2. An annual summary of diverted wastes including recyclable materials;
3. The previous year's diversion ratio and a five-year trend of such diversion;
4. Operational challenges and how they were (or are being) met during the past year;
5. Accomplishments and measures taken to resolve problems in the past year;
6. Activities undertaken to increase participation in diversion programs in the past year, including customer education.
7. An annual summary of mandatory commercial recycling records.
8. An annual summary of hazardous waste records.

The annual report will, along with **County's** response, form the basis for the annual performance review.

B. **Submittal schedule and instructions.** **Contractor** shall submit the annual operational report within thirty (30) days after the end of the reporting year. **Contractor** shall submit (via mail and/or e-mail) the annual operational report to the person(s) designated by **County**.

10.04: QUARTERLY DISPOSAL AND OPERATIONAL REPORTS

A. **General.** **Contractor's** quarterly disposal reports shall be submitted to **County** on the Disposal Reporting System spreadsheet format provided by CalRecycle DRS. The quarterly DRS Report shall Include:

1. The previous quarter (3 month period) summary of waste volumes, apportioned by contributing jurisdiction and showing disposal destination(s);
2. The previous quarter (3 month period) summary of diverted wastes including recyclable materials;

B. **Contractor's** quarterly operational reports shall Include:

1. A quarterly summary of mandatory commercial recycling records.
2. A quarterly summary of hazardous waste records.
3. A quarterly summary of Daily Log of Special Occurrences for each facility.

C. **Submittal schedule and instructions.** **Contractor** shall submit quarterly disposal and operational reports within thirty (30) days after the end of the reporting quarter. **Contractor** shall submit (via mail and/or e-mail) quarterly operational reports to the person(s) designated by **County**.

10.05: FINANCIAL REPORTING REQUIREMENTS

A. **General.** In order to set the rates pursuant to Article 12, it is necessary for **Contractor** to maintain accurate, detailed financial and operational information in a consistent format and to make such information available to **County** in a timely fashion. This information, along with any other known factors currently used or proposed to be used as the basis for allocating revenues and expenses, will be utilized to support **Contractor's** requests for any proposed changes to the methodologies involved in allocating future revenues and expenses.

B. **Contractor's accounting records.** **Contractor** shall maintain accurate and complete accounting records containing the underlying financial and operating data relating to, and showing the basis for computation of, all costs associated with providing services under this agreement. The accounting records shall be prepared in accordance with *Generally Accepted Accounting Principles (GAAP)* consistently applied. Chief among these accounting records shall be the **Contractor's Annual Audited Financial Statement**. This report, prepared at **Contractor's** cost by a third-party auditing firm, shall contain:

1. The methods used to allocate revenue and expense line items among the **County** franchise and the company's other divisions.
2. The methods used to allocate revenue and expense line items between curbside collection and all other collection and disposal services.
3. The methodologies used to allocate revenues and expenses among Related Party Entities.

4. Any changes to the methodologies used to allocate revenues and expenses in the allocation percentages from the prior year.
5. The costs associated with each expense item that has contractual limitation and provide an accounting of those expenses against their contractual limitation.
6. An operating ratio calculation with any adjustments against contractual limitations. This operating ratio calculation will be used in identifying potential adjustments to the rate for the following year.
7. A variance analysis between the current year and prior year revenues and expenses, along with an explanation for any significant variances.
8. All agreement-related assets:
9. All agreement-related liabilities
10. A cash flow statement
11. A non-cash investing and financing statement
12. A listing of **Contractor's** personnel.
 - a. Organizational chart
 - b. Job classifications and number of full-time equivalent positions for each (e.g. administrative, customer service representatives, drivers, supervisors, educational staff, etc.)
13. Related Party Entities. **Contractor** agrees that all financial transactions with all Related Party Entities shall be approved in advance in writing and disclosed annually (coinciding with **Contractor's** Annual Audited Financial Statement referred to in this Section to **County** in a separate disclosure letter to **County**, excluding the relationship between Intermountain Disposal and the current ultimate disposal facility at Lockwood Landfill, which is subject to another agreement and shall be disclosed separately. This letter shall include a general description of the nature of each transaction, or type of transaction, as applicable. Such description shall include for each transaction:
 - a. Amount, specific to each Related Party Entity
 - b. Basis of amount (how amount was determined and comparable quoted rates, including rental amounts, from non-Related Parties to be used as comparison).
 - c. Description of the allocation methodology used to allocate any common costs.

Amounts shall be reconciled to the Related Party Entity disclosures made in **Contractor's** annual financial statements referred to in this Section, and any adjustments made to related party expenses, including overhead charges

shall be disclosed, along with the basis of any such adjustments. At **County's** request, **Contractor** shall provide **County** with copies of working papers or other documentation deemed relevant by **County** relating to information shown in the annual disclosure letter. The annual disclosure letter shall be provided to **County** within sixty (60) Business Days of **Contractor's** Fiscal Year end.

14. A list of revenues from all agreement-related sources.

15. A list of expenses for all agreement-related operations.

16. A list of all non-allowable expenses. Certain agreement-related expenses shall be deemed as non-allowable, and shall be designated as such in Annual Audited Financial Report. **County** may adjust the actual costs in two ways: (1) by excluding any non-allowable costs, as set out below, and (2) by excluding and/or reducing any costs that were not reasonably or necessarily incurred in the performance of the services provided in accordance with the agreement, as determined by **County**. Expenses that may be deemed non-allowable include:

- a. Aggregate annual officer salary and benefits¹ in excess of \$146,124 for two officers, adjusted annually by the RRI.
- b. Officer life insurance costs.
- c. Director costs.
- d. Promotional, business development and business-related travel expenses in excess of \$2,500.00 aggregate per Calendar Year, as adjusted annually per the RRI.
- e. Payments to repair damage to property of **County** or other Parties, including **Contractor**, for which **Contractor** is legally liable.
- f. Fines or penalties of any nature, including any liquidated damages that may be assessed under this agreement, but only those for which **Contractor** is legally liable.
- g. Charitable donations/goodwill in excess of two thousand, five hundred dollars (\$2,500.00) per calendar year.
- h. Political donations.
- i. Any amount of rental or lease charges for leasing vehicles longer than six months that is greater than the cost of acquisition, plus interest costs, of the vehicles depreciated over seven (7) years.
- j. State or federal income taxes.
- k. Attorneys' fees and other expenses incurred by **Contractor** in any court or adversarial proceeding in which **Contractor** and **County** are adverse Parties, unless **Contractor** is the prevailing Party in such proceeding and **Contractor** fails to recover such fees as a result of that litigation.

¹ All benefits Included except Social Security, Worker's Compensation and group health insurance premiums offered to all employees.

l. Attorney's fees and other expenses incurred by **Contractor** in any court proceeding in which **Contractor's** own negligence, violation of law or regulation, or other wrongdoing, are in issue and occasions in part the attorney's fees and expenses claimed. Such attorney's fees, however, will be allowed to the extent **Contractor** can demonstrate they were a reasonable and necessary cost of doing business, and were not the result of any intentional or willful misconduct by **Contractor** or its employees. Also non-allowable are any attorney's fees and expenses incurred by **Contractor** in a court proceeding in which the legal theory or statute providing a basis of liability against **Contractor** also provides for separate strict liability for **County** arising from the action of its citizens or ratepayers (such as in a CERCLA lawsuit).

m. Payments to Related Party Entities for products or services, in excess of the fair market value for those products or services.

17. RRI Financial Information. For ease of calculation of the annual Refuse Rate Index (See Attachment E), expenditures shall also be grouped into the following categories:

- a. Labor (all costs)
- b. Diesel fuel
- c. Vehicle replacement
- d. Vehicle maintenance (all costs, including parts, maintenance, tires, etc)
- e. All other costs
- f. Disposal (or tipping) fees

10.06: EVENT-SPECIFIC REPORTING

Event-specific reports for disposal events such as an HHW disposal event shall be submitted to **County** electronically on CalRecycle's Form 303 within ninety (90) Calendar Days of the last day of such event. Event-specific reports for non-disposal events such as a festival or similar venue shall be submitted to **County** by the responsible party listed on **County's** "Event Disposal Form", and shall not be **Contractor's** responsibility unless **Contractor** is listed as the responsible party on such form.

10.07: OTHER REPORTS

A. **Report of accumulated Solid Waste; unauthorized dumping.** **Contractor** shall report:

- 1. The addresses of any premises at which the driver observes that solid waste, C&D or targeted recyclable materials is accumulating.
- 2. The address, or other location description, at which solid waste, C&D or targeted recyclable materials has been dumped in an apparently unauthorized manner.

The report shall be delivered to **County** within five (5) Business Days of such observation.

B. **Hazardous waste.** As required by Section 9.08D, **Contractor** shall notify **County** and the Department of Environmental Health of any hazardous waste identified in containers or left at any premises within twenty-four (24) hours of identification of such material.

C. **Reporting adverse information.** **Contractor** shall provide **County** two (2) copies (one (1) to the administrator, one (1) to the County Counsel) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to **Contractor's** performance of services pursuant to this agreement, submitted by **Contractor** to, or received by **Contractor** from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, State, County, or local County, Including any federal or State court. Copies shall be submitted to **County** simultaneously with **Contractor's** filing or submission of such matters with said agencies. **Contractor's** routine correspondence to said agencies need not be submitted to **County**, but shall be made available to **County** promptly upon **County's** written request.

10.08 UPON-REQUEST REPORTING

County reserves the right to request additional reports from **Contractor**, and **Contractor** shall deliver such reports within twenty-five (25) Business Days of such request provided that such information is similar in nature to the required elements of the quarterly or annual reporting requirements described in this Section, or is otherwise required by **County** to effectively administer the provisions of this agreement or comply with applicable law or other regulation.

ARTICLE 11

FRANCHISE FEE

11.01: GENERAL

In consideration of the exclusive franchise granted to **Contractor** by this agreement, and to reimburse **County** for costs incurred in administering this agreement, **Contractor** shall pay to **County** a franchise fee, based on a fixed percentage of Gross Receipts. The franchise fee shall be 6.00% upon the Effective Date of this agreement, but may be adjusted from time to time by the Board of Supervisors during the Term of this agreement. Any adjustment to the franchise fee shall be timed to occur on or around July 1 of the Rate Year to coincide with the RRI adjustment, and shall be considered a pass-through adjustment, and as such shall be recoverable to **Contractor** through an adjustment to the rates.

11.02: TIME AND METHOD OF PAYMENT

On or before the twentieth (20th) Business Day after the end of March, June, September and December, **Contractor** shall pay to **County** the amount of the franchise fees due on Gross Receipts during the immediate previous quarter. Payment for partial quarters shall be pro-rated beginning with the Effective date and/or ending with the termination date of this agreement. **Contractor** shall provide, concurrently with the payment of the franchise fee, a statement showing the calculation of each fee, including the Gross Receipts from customers. The statement shall be in a format, and contain the level of detail, specified by **County**. Payments from **Contractor** to **County** shall be made by method authorized by **County**. If the franchise fee is not paid on time, **Contractor** shall pay a late payment charge equal to six percent (6%) of the portion of the franchise fee due for that quarter. In addition, **Contractor** shall pay an additional six percent (6%) on any unpaid balance for each ninety (90) Day period the portion of the franchise fee due remains unpaid. Such "late fee" shall not be recovered through the rates.

ARTICLE 12 THE RATES

12.01: GENERAL

The setting of and adjustment to the rates provided for in this Article shall be the full, entire, and complete compensation due to **Contractor** for all labor, equipment, materials, and supplies, taxes, insurance, bonds, overhead, disposal, profit, and all other things necessary to perform all the services required by this agreement in the manner and at the times prescribed. **Contractor** will not look to **County** for payment of any sums under this agreement. **Contractor** will perform the responsibilities and duties described in this agreement in consideration of the right to charge and collect from customers for services rendered at rates fixed by **County** from time to time. Nothing in this Article is intended to imply that any action of **County** or **Contractor** with regard to adoption, adjustment, imposition or collection of rates is violative of any laws, regulations or provisions of the *California Constitution*.

12.02: POTENTIAL RATE CONSTRAINTS

A. The Parties recognize that, as of the date this agreement is entered into, there is no authoritative judicial determination of whether Articles 13C and D (Proposition 218) of the *California Constitution* apply to charges imposed by private enterprises for solid waste handling and recycling services when those charges are regulated by a local government. Until such authoritative judicial guidance is available, **County** intends to provide notice of proposed rate increases, and an opportunity for public hearing and protest as required by Article 13D, except as specifically exempted under Article 13D. **County** will not be in default of this agreement if:

1. A successful majority protest under the provisions of Proposition 218 process prevents a proposed rate increase from being adopted, or
2. A court of competent jurisdiction rules that rates adopted by **County** are not consistent with Article 13D.

B. The Parties further recognize that various rates and fees may be subject to the provisions of Article 13A of the California Constitution (Proposition 13) and its implementing legislature. The timeframe for any action concerning the adjustment of the rates by either Party shall be adjusted as necessary to comply with such requirements.

12.03: INITIAL RATES

The rates that are in place as of the Effective Date of this agreement are the initial rates that will be used as the base rates for year one. The initial rates are shown in the rate schedule shown as Attachment D, as determined by the Plumas County Board of Supervisors in Resolution No. 17-8228. Subsequent rate adjustments shall also be established by resolution of the Board of Supervisors, and shall appear as the rate schedule shown in Attachment D, as amended from time to time, replacing the prior rates.

12.04: REFUSE RATE INDEX - ADJUSTMENTS TO THE RATES

A. **Adjustments to the Rates Using the Refuse Rate Index (RRI).** Beginning on July 1, 2018, and annually thereafter, **Contractor** shall, subject to compliance with all provisions of this Article and the provisions of all pertinent legal requirements including, but not limited to Proposition 218, receive an annual adjustment in of the rates through

the Refuse Rate Index process as set forth in Attachment E of this agreement. If the Operating Ratio for the previous 12 month period falls within the range of values defined in Attachment A, no RRI adjustment will be made. Beginning on July 1, 2018, and annually thereafter during the Term of this agreement, the rates then in effect shall be adjusted by the RRI adjustment set forth below. In any year that the calculation of the RRI results in a negative number, there shall be no adjustment in the rates, unless the negative RRI adjustment exceeds five percent (5.00%). Instead, the negative RRI number shall be added to the result of the subsequent years RRI calculation and the result shall be the RRI adjustment for that subsequent year.

B. 12-Month Annual Average. The RRI adjustment shall be the sum of the weighted percentage change in the 12-month annual average of each RRI index number between the base year, which shall be the prior preceding Calendar Year ending December 31st and the preceding Calendar Year ending December 31st as contained in the most recent release of the source documents listed in Attachment E, ("Refuse Rate Index") which is attached to and Included in this agreement. Therefore, the first rate adjustment under this Section will be based on the percentage changes between the 12-month annual average of the RRI indices for the Calendar Year 2017 and the annual average of the RRI indices for the Calendar Year ending 2016. The RRI shall be calculated using the RRI methodology Included in Attachment E.

C. RRI Financial Information. On or before March 15, 2018, and annually thereafter during the Term of this agreement, **Contractor** shall deliver to **County** compiled or audited financial information per Section 10.05 for the specific services performed under this agreement for the preceding Calendar Year. Such financial information shall be in the format as set forth in Attachment E, and shall be allocated between curbside collection services and all other collection and disposal services, or as may be further revised by agreement of the Parties. If **Contractor** fails to submit the financial information in the required format by March 15th, it is agreed that **Contractor** shall be deemed to have waived the RRI adjustment for that year. **Contractor's** failure to provide the financial information by March 15th shall not preclude **County** from applying the RRI using the prior year's financial data, or pro forma data if no prior year financial data is available, if that Application would result in a negative RRI.

1. Annual adjustments shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

2. If **Contractor's** failure to submit the required financial information by March 15th is the result of extraordinary or unusual circumstances as demonstrated by **Contractor** to the satisfaction of **County**, **County** at its sole discretion, may extend its review period to consider the request for the annual RRI rate adjustment.

3. As of June 15, 2018, and annually thereafter during the Term of this agreement, **County** shall notify **Contractor** of the RRI adjustment to the affected rates to take place on July 1st of that year. The administrator reserves the right to change the notification and implementation dates of the RRI adjustment if necessary, due to unforeseen delays in completing the rate adjustment process.

D. **Allocation of Rates within the Refuse Rate Index (RRI) Adjustment.** After determining the annual RRI adjustment for all services, **Contractor** and **County** may elect to adjust the rates applicable to particular or specific services or groups of services in order to ensure that the rates reflect the actual cost of providing those specific services. Various rates may be adjusted by more or less than the RRI, and shall be based upon the allocation of costs between curbside collection and all other collection and disposal services, so long as the total adjustment in the rates for all residential collection, commercial and transfer station services is less than or equal to the total adjustment in the RRI adjustment. **Contractor** and **County** shall cooperate in good faith to determine the exact amount and allocation of such adjustments.

12.05: COUNTY OR CONTRACTOR REQUESTED DETAILED RATE REVIEW

Notwithstanding the rate adjustment procedures described in Sections 12.02 and 12.04 above, **County** or **Contractor** may request a detailed rate review to be conducted following the procedures as set forth in Attachment F to this agreement. However, a detailed rate review shall not be conducted more than once every three (3) Calendar Years. A request for a detailed rate review shall be made in writing at least four (4) months prior to the beginning of the Fiscal Year in which the results for the detailed rate review are to be applied. **Contractor** shall pay all reasonable costs for each detailed rate review whether incurred by **Contractor** or **County**, and the cost of such a detailed rate review shall be an allowable Pass-Through Cost.

12.06: COUNTY OR CONTRACTOR REQUESTED SPECIAL RATE REVIEW

Notwithstanding Sections 12.02, 12.04 and 12.05 above, either **Contractor** or **County** may request a special rate review to be conducted following the procedures as set forth in Attachment G to this agreement, if costs of providing service hereunder result in an increase or decrease to the operating ratio by two percent (2%) or more for the then-current rate year.

A. Eligible items.

1. Flood, fire, earthquake, or other similar catastrophic event affecting **County** which is beyond the control of and not the fault of **Contractor**, and that requires the provision of emergency services by **Contractor** per Section 8.06.
2. Change in applicable law or regulation occurring after the Effective Date.
3. Unforeseen changes in disposal or tipping fees, including the addition of, or change to a designated disposal site.
4. Migration of customers from services for which **Contractor** charges hereunder to services for which **Contractor** does not charge, or charges less, hereunder.
5. Changes in any allowable Pass-Through Costs as defined in Attachment A to this agreement.

B. Ineligible items. A special rate review may not be initiated due to growth or decline in the number of customers.

C. Review of costs. **County** shall have the right to review any and all agreement-related financial and operating records of **Contractor**. **County** will take into account the

net overall impact of the eligible event on **Contractor's** costs and Gross Receipts, including reductions in cost resulting from curtailments in service levels or other factors.

D. **Submittal of request.** Either Party must submit its request for a special rate review in a form and manner specified by **County**, together with required cost and operational data. **County**, acting reasonably, will review the request and determine the amount owed, if any, to **Contractor** and the time period to be covered by special circumstances.

E. **Burden of justification.** In a special rate review under this Section, the Party requesting the special rate review shall bear the burden of justifying, by substantial evidence, its request for an adjustment in the rate. If **County**, acting reasonably, determines that **Contractor** has not met its burden, it shall notify **Contractor** that it is prepared to deny **Contractor's** request for an increase in the rates, or to proceed with a reduction in the rates. Within ten (10) days after such notice, **Contractor** may request a hearing before **County's** governing body to produce additional evidence. Upon such request, **County** shall provide a hearing before **County's** governing body.

F. **Board of Supervisors Hearing.** Based on evidence presented to it, including that submitted by **Contractor**, the Board may grant some, all, or none of the requested increase in, or may reduce, the rates. In the event the Board denies **Contractor's** requested increase in whole or in part, **Contractor** shall have the right to present its claim to a court of competent jurisdiction.

G. **Cost of Review.** The Party requesting the special rate review shall bear all reasonable costs incurred by the other Party, including labor and materials, of a special rate review which it has requested up to a maximum of twenty-five thousand dollars (\$25,000). A request for a special rate review shall be made in writing at least four (4) months prior to the beginning of the Fiscal Year in which the results for the special rate review are to be applied. Costs of a special rate review requested by **Contractor** may neither be Included in the rates nor charged to **County** or customers, and the cost of such a special rate review shall not be an allowable Pass-Through Cost.

12.07: CHANGES IN SERVICES AND SERVICE LEVELS

Notwithstanding Sections 12.02, 12.04, 12.05 and 12.06 above, either **Contractor** or **County** may request consideration of an adjustment in the rates if **County** requests **Contractor** to cease performing one or more types of service described in Articles 5, 6 or 7, requests **Contractor** to modify the scope of one or more such services, requests **Contractor** to perform additional solid waste, C&D and/or targeted recyclable materials handling services, or requests **Contractor** to modify its performance under any other Section of this agreement. The date of such rate modification shall coincide with the date of the service modification.

12.08: RATE-SETTING PROCESS

A. **General.** **County** shall be solely responsible for establishing and adjusting rates as described in this Article. Rates shall be adjusted only after joint discussions and agreement between **County** and **Contractor**, completion of the rate adjustment process described in Sections 12.02, 12.04, 12.05, 12.06 or 12.07, a review by the administrator and the PCIWMTF, and approval of the Board.

B. **Annual review process.** The rates shall be reviewed annually by **County**, commencing with Rate Year one (2017) and continuing through the remaining Term Including any extension periods.

C. **Rate structure.** **County**, through its Board of Supervisors, and after joint discussions and agreement between **County** and **Contractor** shall have right to change the relationship of individual rates in comparison with other rates and to allocate total costs among service sectors and lines of business as set forth in Section 12.04D. If at any time **Contractor** believes that a rate not included in the **County**-approved rate resolution (Included herewith as Attachment D, as amended from time to time) would be necessary or useful, **Contractor** shall notify **County** and recommend establishment of such rate.

12.09: NOTICE OF RATE ADJUSTMENTS

If requested by **County**, **Contractor** shall provide **County** with a complete and current list of its customer addresses within ten (10) Business Days of the request. In addition, if requested by **County**, **Contractor** shall arrange for the mailing of notices of rate adjustment (to be prepared by **County**). The cost of mailing such notices shall be considered a pass-through cost in the annual audited financial reports.

ARTICLE 13

INTERRUPTION OF SERVICES

13.01: PURPOSE

The Parties recognize:

- A. That frequent and continuous collection of solid waste and/or targeted recyclable materials is an essential public service and an important element of public health in Plumas County, and
- B. That even a temporary interruption in the collection and transport services entrusted to **Contractor** may threaten the public health and safety, as well as cause serious financial harm to business operations in Plumas County. The purpose of this Article is to provide **County** with the ability to respond to such threats to the public health, safety and welfare by either using its own personnel and equipment or authorizing another collection and transport contractor, either within Plumas County or outside, to perform such collection and transport services until such time as **Contractor** is able to resume services. This Article applies to any interruption of services, regardless of whether or not **Contractor's** failure to perform is excused under Section 15.10, and
- C. That an interruption of services may occur in either of Plumas County's two solid waste franchise areas, and that past practices under the previous franchise agreement between **Contractor** and **County** dated February 21, 1995 to maintain continuous collection and transport services have involved the use of the other in-County franchise contractor's personnel and/or equipment to fulfill **Contractor's** obligations under **Article 18. Franchisee Default** of that agreement. This Article is intended to extend and Include that previous mutual aid clause within this agreement, limiting, however, the fulfillment of **Contractor's** obligations under the mutual aid clause to such collection and transport services as **Contractor** is reasonably able to provide.

13.02: CONDITIONS AUTHORIZING COUNTY'S RIGHT TO COLLECT AND TRANSPORT

If **Contractor**, for any reason, fails, refuses or is unable to collect solid waste and/or targeted recyclable materials at the times and in the manner required by this agreement, and transport them to a solid waste or recycling facility, for more than five (5) Business Days, **County**, at its sole discretion, may invoke any of the provisions of Section 15.06.

13.03: NOTICE TO CONTRACTOR

In the event that **County** invokes its right to perform collection and transport services with its own personnel or authorize a third Party to do so pursuant to Section 15.06, **County** shall deliver written notice to **Contractor** of its determination to exercise its right to provide collection services. **Contractor** shall cooperate in any reasonable way to assist **County** in providing collection services on a temporary basis.

13.04: RIGHTS AND RESPONSIBILITIES OF PARTIES

In the event that **County** invokes its right to perform collection and transport services and authorize a third Party to do so pursuant to Section 15.06, **County** shall compensate such third Party under the terms of the agreement with **Contractor**, and the third Party shall otherwise carry out **Contractor's** contract obligations as if the third Party were the original contracting Party. If both franchise contractors within Plumas County are unable to meet their respective

contractual obligations, and if **County** is unable to retain another solid waste collection and transport contractor to meet such obligations, **County** shall then, and only under those circumstances, have the right to utilize **Contractor's** collection and transporting equipment to collect and transport solid waste and targeted recyclable materials. If at the end of ninety (90) Days, **Contractor** is unable to resume collection and transport operations, **County** shall have the right to terminate this agreement and retain another solid waste franchise contractor to perform such services.

ARTICLE 14

INDEMNITY, INSURANCE, BOND

14.01: 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 (with attorneys reasonably acceptable to **County**) 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**.

14.02 HAZARDOUS WASTE INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the indemnitees against all claims, of any kind whatsoever paid, incurred or suffered by, or asserted against indemnitees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous wastes released, spilled or disposed of by **Contractor** pursuant to this agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the *Comprehensive Environmental Response, Compensation and Liability Act*, ("CERCLA"), 42 U.S.C. Section 9607(e), and *California Health and Safety Code* Section 25364, to defend, protect, hold harmless and indemnify indemnitees from liability and shall survive the expiration or earlier termination of this agreement. Notwithstanding the foregoing, **Contractor** is not required to indemnify the indemnitees against claims arising from **Contractor's** delivery of solid waste, refuse, C&D and/or targeted recyclable materials to a solid waste disposal facility, or their subsequent delivery to other processing locations or the ultimate disposal site, unless such claims are due to **Contractor's** negligence or willful misconduct. **Contractor's** obligations under this Section shall not apply with regard to hazardous wastes or other unacceptable materials placed in containers without **Contractor's** knowledge and written approval.

14.03: CALIFORNIA INTEGRATED WASTE MANAGEMENT ACT INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the indemnitees against all fines and/or penalties imposed by CalRecycle or the **County** Local Enforcement Administrator (LEA) based on **Contractor's** failure to comply with laws, regulations or permits issued or enforced by CalRecycle or the LEA or caused or contributed to by **Contractor's** failure to perform obligations under this agreement. This indemnity obligation is subject to the limitations and conditions in *California Public Resource Code* Section 40059.1 but is enforceable to the maximum extent allowable by that Section. This indemnity shall survive the termination or earlier expiration of this agreement.

14.04: INSURANCE

A. ***Types and amounts of coverage.*** **Contractor** shall procure from an insurance company or companies admitted to do business in the State of California, and shall maintain in force at all times during the Term, the following types and amounts of insurance:

1. ***Workers' Compensation and Employer's Liability.*** **Contractor** shall maintain Workers' Compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. **Contractor** shall maintain employer's liability insurance in an amount not less than one million dollars (\$1,000,000) per accident or disease. **Contractor** shall not be obligated to carry Workers Compensation insurance if

- a. It qualifies under California law and continuously complies with all statutory obligations to self-insure against such risks;
- b. It furnishes a certificate of permission to self-insure issued by the Department of Industrial Relations; and
- c. It furnishes updated certificates of permission to self-Insure periodically to evidence continuous self-insurance.

2. ***Commercial General Liability.*** **Contractor** shall maintain commercial general liability insurance with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence covering all claims and all legal liability for personal injury, bodily injury, death, and property damage, Including the loss of use thereof, arising out of, or occasioned in any way by, directly or indirectly, **Contractor's** performance of services under this agreement. The insurance required by this subsection shall Include:

- a. Premises operations (Including use of owned and non-owned equipment);
- b. Personal injury liability with employment exclusion deleted;
- c. Coverage for insured contracts with no exclusions for bodily injury, personal injury or property damage (Including coverage for the indemnity obligations contained herein);
- d. Broad-form property damage.

The commercial general liability insurance shall be written on an "occurrence" basis (rather than a "claims made" basis) in a form at least as broad as the most current version of the Insurance Service Office commercial general liability occurrence policy form (CG0001). If occurrence coverage is not obtainable, **Contractor** must arrange for "tail coverage" on a claims-made policy to protect **County** from claims filed within four (4) years after the expiration or earlier termination of this agreement relating to incidents that occurred prior to such expiration or termination.

3. ***Automobile Liability.*** **Contractor** shall maintain automobile liability insurance covering all vehicles used in performing service under this Agreement

with a combined single limit of not less than two million dollars (\$ 2,000,000) per occurrence for bodily injury and property damage.

4. **Pollution (Environmental Impairment) Liability.** Contractor shall maintain pollution liability insurance coverage of not less than two million dollars (\$2,000,000) per occurrence covering claims for on-site, under-site, or off-site bodily injury and property damage as a result of pollution conditions arising out of its operations under this agreement.

B. **Acceptability of insureds.** The insurance policies required by this Section shall be issued by an insurance company or companies admitted to do business in the State of California, subject to the jurisdiction of the California Insurance Commissioner, and with a rating in the most recent edition of Best's Insurance Reports of size category XV or larger and a rating classification of A or better.

C. **Required endorsements.** Without limiting the generality of Sections 14.04A and 14.04B, the policies shall contain endorsements or provisions in substantially the following form:

1. **Commercial General and Automobile Liability Policy.**

Thirty (30) Days prior written notice shall be given to **County** in the event of cancellation of this policy, except that ten (10) days notice applies to cancellation for non-payment of premium.. Such notice shall be sent to:

County of Plumas
1834 East Main Street
Quincy, CA 95971
Attn: Director of Public Works

Copy to: **Plumas County Auditor**
520 Main Street - Room 205
Quincy, CA 95971
Attn: Risk Manager

2. **Worker's Compensation and Employers Liability Policy.**

Insurer waives all right of subrogation against **County** and its officers and employees for injuries or illnesses arising from work performed for County of Plumas.

3. **Commercial General Liability Policy; Automobile Liability Policy; Pollution Liability Policy; and Hazardous Materials Policy.**

a. Thirty (30) Days prior written notice shall be given to the County of Plumas in the event of cancellation of this policy, except that ten (10) days notice applies to cancellation for non-payment of premium. Such notice shall be sent to:

County of Plumas
1834 East Main Street
Quincy, CA 95971
Attn: Director of Public Works

Copy to: **Plumas County Auditor**
520 Main Street - Room 205
Quincy, CA 95971
Attn: Risk Manager

b. **County**, its officers, employees, and agents shall be additional insureds on this policy. The additional insured endorsement shall be at least as broad as ISO Form No. CG 20 33 04 13.

c. This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by **County**, Including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only.

d. Inclusion of **County** as an additional insured shall not affect the **County's** rights as respects any claim, demand, suit or judgment brought or recovered against **Contractor**. This policy shall protect **Contractor** and **County** in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the company's liability as set forth in the policy beyond the amount shown or to which the company would have been liable if only one Party had been named as an insured.

D. Deductibles and self-insured retentions. Any deductibles or self-insured retentions contained in the liability policies described above shall be borne entirely by **Contractor**. **Contractor** remains responsible for the payment of all losses and investigation, claim administration and defense expenses, Including those of **County**.

E. Delivery of proof of coverage. Prior to the commencement of operations, and in the event of any change in the coverage, **Contractor** shall furnish **County** one or more certificates of insurance on a standard ACORD form substantiating that each of the coverages required hereunder is in force, in form and substance satisfactory to **County**. Such certificates shall show the type and amount of coverage, Effective Dates and dates of expiration of policies and shall be accompanied by all required endorsements. **Contractor** shall furnish renewal certificates to **County** to demonstrate maintenance of the required coverages throughout the Term. **County** reserves the right to require complete, certified copies of all insurance policies, including endorsements, affecting the coverage required by these specifications at any time.

F. Other insurance requirements.

1. In the event performance of any services is delegated to a subcontractor, **Contractor** shall require such subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the subcontractor's employees engaged in the work. The liability insurance required by Section 14.02A(2) and the automobile liability policy required by Section 14.02A(3) shall cover all subcontractors or the subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section.

2. **Contractor** shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve **Contractor** from any obligation under this agreement, Including those imposed by Section 14.01. If any claim is made by any third person against **Contractor** or any subcontractor on account of any occurrence related to this agreement, other than claims by employees for work-related incidents, **Contractor** shall promptly report the facts in writing to the insurance carrier and to **County**.

3. If **Contractor** fails to procure and maintain any insurance required by this agreement, **County** may take out and maintain such insurance as it may deem

proper and may require **Contractor** to reimburse it for the cost incurred within thirty (30) Days and/or deduct the cost from any monies due **Contractor**. **County** may also treat the failure as a **Contractor** default.

4. Any insurance limitations are independent of, and shall not limit, the indemnification terms of this agreement.

5. All of **Contractor's** available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of **County**, including defense costs and damages.

6. 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 **County** before **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.

7. **County** is not responsible for payment of premiums for or deductibles under any required insurance coverages.

8. Any excess or umbrella policies shall be written on a "following form" basis.

14.05: FAITHFUL PERFORMANCE BOND

On or before the Effective Date, **Contractor** shall file with **County** a bond securing the **Contractor's** faithful performance of its obligations under this agreement. The principal sum of the bond shall be no less than Two Hundred Thousand Dollars (\$200,000.00). The form of the bond shall be approved as to form by the Plumas County Counsel. The bond shall be executed as surety by a corporation admitted to issue surety bonds in the State of California, regulated by the California Insurance Commissioner, and with a financial condition and record of service satisfactory to **County**. The Term of the initial faithful performance bond shall be sixty (60) months. The initial bond shall be replaced by a new bond in the principal sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) for the same Term (i.e., sixty (60) months) and in the same form, each sixty month period thereafter. Not less than ninety (90) Days before the expiration of the initial, or any subsequent, bond, **Contractor** shall furnish either a replacement bond or a continuation certificate substantially in a form approved by County Counsel, executed by the surety. It is the intention of this Section that there be in full force and effect at all times a bond securing **Contractor's** faithful performance of the agreement, throughout its Term.

14.06: ALTERNATIVE SECURITY

County may, in its sole discretion, allow **Contractor** to provide alternative security to the faithful performance bond described above in the amount set forth in Section 14.05, in the form of:

(a) a prepaid irrevocable standby letter of credit in form and substance satisfactory to **County**, approved by the County Counsel and issued by a financial institution acceptable to **County**, or

(b) a certificate of deposit in the name of **County** and in a form and with a Term satisfactory to **County**, accompanied by an agreement giving **County** the right to draw on the funds deposited satisfactory to **County** and with a financial institution acceptable to **County**. Interest on the certificate of deposit will be payable to **Contractor**.

ARTICLE 15

DEFICIENCY, DEFAULT AND REMEDIES

15.01: EVENTS OF DEFICIENCY.

A. **Events of deficiency.** Each of the following shall constitute an event of deficiency ("**Contractor** deficiency"):

1. **Contractor** fails to perform its obligations under Section 9.05F(2), "Vehicle Weight" of this agreement and is cited by a law enforcement agency as overweight more than once in any three-month period of any year.
2. **Contractor** fails to perform its obligations under Article 10 of this agreement by failing to maintain or submit documents and reports.
3. **Contractor** fails to perform its obligations under Article 8 of this agreement by failing to resolve a customer complaint in a timely manner. **Contractor's** failure to resolve a customer complaint in a timely manner shall only constitute a deficiency if the complaint results in a material failure to provide service in accordance with the terms of this agreement.
4. **Contractor** fails to perform its obligations under Section 9.02B of this agreement by failing to correct missed pickups.
5. **Contractor** fails to perform its obligations under Sections 9.02C and 9.06 of this agreement by failing to provide carts, bins, or other collection containers to service customer within seven days of the customer's request for service.
6. **Contractor** fails to perform its obligations under Section 9.06D of this agreement by failing to repair or replace any cart, bin, or other collection container, when so required by this agreement.
7. **Contractor** fails to perform its obligations under Section 9.04B of this agreement by undertaking collection operations during hours outside of allowable collection hours.
8. **Contractor** fails to perform its obligations under Section 9.02J(2) of this agreement by failing to clean up spillage or litter resulting from **Contractor's** collection operations.
9. **Contractor** fails to perform its obligations under Section 8.02C of this agreement by failing to take commercially reasonable steps to resolve a legitimate billing complaint within seven (7) working days from the complaint.
10. **Contractor** fails to perform its obligations under Section 9.02B of this agreement by failing to tag materials not collected due to contamination or inappropriately set out.

B. **Liquidated damages.** Unexcused deficiencies shall be subject to liquidated damages as set forth below:

1. Failure to operate collection vehicle(s) in compliance with Section 9.05F(2), "Vehicle Weight" of this agreement resulting in a citation cited by a law enforcement agency more than once in any three-month period of any year: \$100.00 per occurrence.
2. Failure to maintain or submit documents and reports as required under the terms of this agreement after ten days' notice: \$100.00 per occurrence per day, beginning at day 11 after the notification was received by **Contractor**.
3. Failure to take commercially reasonable steps to resolve a legitimate customer complaint under Article 8 of this agreement within seven (7) working days from the complaint: \$100.00 per occurrence.
4. Failure to correct a missed pickup within the specified times, for each occurrence exceeding two (2) such failures annually: \$50.00 per occurrence.
5. Failure to provide carts, bins, or other collection containers to service customer within seven days of the customer's request for service, for each occurrence exceeding two (2) such failures annually: \$100.00 per occurrence.
6. Failure to repair or replace any cart, bin, or other collection container, when so required by this agreement, which exceeds two (2) such failures annually: \$25.00 per occurrence.
7. Undertaking collection operations during hours outside of allowable collection hours, which exceeds two (2) such occurrences annually: \$50.00 per occurrence.
8. Failure to clean up spillage or litter resulting from collection operations, which exceeds five (5) such failures annually: \$25.00 per occurrence.
9. Failure to take commercially reasonable steps to resolve a legitimate billing complaint within seven (7) working days from the complaint: \$100.00 per occurrence.
10. Failure to tag materials not collected due to contamination or inappropriately set out, which exceeds five (5) such failures annually: \$50.00 per occurrence.

C. **Assessment of Liquidated Damages.** Liquidated damages shall be assessed only after **Contractor** has been given the opportunity to rectify the deficiencies of which it has been notified, but has failed to do so within a reasonable period of time. **County** shall notify **Contractor** in writing of its intention to levy liquidated damages no less than thirty (30) days prior to doing so. The notice shall include a description of the incident(s) or event(s) of non-performance. **Contractor** may review and make copies (at its own expense) of all non-confidential information in **County's** possession relating to the incident(s) or event(s) of non-performance. **Contractor** may, within ten (10) days of receiving the notice, request a meeting with **County** in which **Contractor** may present

evidence in writing and through testimony of its employees and others relevant to the incident(s) or event(s) of non-performance. **County** shall provide **Contractor** with a written explanation of the determination on each incident or event of non-performance prior to authorizing the assessment of liquidated damages.

15.02: EVENTS OF DEFAULT.

Each of the following shall constitute an event of default ("**Contractor** default"):

A. **Contractor** fails to perform its obligations under Articles 5 through 8 of this agreement and its failure to perform is not cured within thirty (30) Business Days after written notice from **County** specifically describing such failure.

B. **Contractor** fails to perform its obligations under any other Article of this agreement and its failure to perform is not cured within thirty (30) Business Days after written notice from **County** specifically describing such failure, provided that if the nature of the failure is such that it will reasonably require more than thirty (30) Business Days to cure, **Contractor** shall not be in default so long as it promptly commences the cure and diligently proceeds to completion of the cure, and provided further that neither notice nor opportunity to cure applies to events described in the following subsections C through I.

C. **Contractor** ceases to provide collection and transportation services for a period of five (5) Business Days for any reason within **Contractor's** control. For purposes of clarity, a *Force Majeure* event is not within **Contractor's** control.

D. **Contractor** files a voluntary petition for relief under any bankruptcy, insolvency or similar law.

E. An involuntary petition is brought against **Contractor** under any bankruptcy, insolvency or similar law which remains un-dismissed or un-stayed for ninety (90) Days.

F. **Contractor** fails to furnish a replacement bond or a continuation certificate of the existing bond not less than ten (10) days before expiration of the performance bond, as required by Section 14.05 or fails to maintain all required insurance coverage as required by Section 14.04 in force, and **Contractor** fails to cure such failure within five (5) Business Days after receiving notice from **County**.

G. **Contractor** fails to provide reasonable assurance of performance when required under Section 15.11.

H. A representation or warranty contained in Article 2 proves to be false or misleading in a material respect as of the date such representation or warranty was made, and **Contractor** fails to cure such misrepresentation within five (5) Business Days after receiving notice from **County**.

I. Repeated unexcused deficiencies exceeding limits set forth in Section 15.01B(1), and **Contractor** has failed to take commercially reasonable steps to reduce said deficiencies.

15.03: CONTRACTOR'S RIGHT TO HEARING

No deficiency or default shall be deemed unexcused unless the administrator reasonably so determines after giving **Contractor** the right to be heard and to present exculpatory evidence.

Contractor may also ask for a hearing before the Board of Supervisors, which request shall not be unreasonably denied.

15.04: RIGHT TO SUSPEND OR TERMINATE UPON DEFAULT.

A. Upon any **Contractor** default, and subject to **Contractor's** cure rights set forth above, **County** may terminate this agreement or suspend it, in whole or in part. Such suspension or termination shall be effective thirty (30) days after **County** has given notice of suspension or termination to **Contractor**, except that such notice may be effective in a shorter period of time, or immediately, if **Contractor** default is one which endangers the health, welfare or safety of the public, such as the failure to collect solid waste, C&D and/or targeted recyclable materials for the period of time specified in Section 15.02C. Notice shall be given in writing and shall specifically describe the grounds for termination or suspension. **Contractor** shall continue to perform the portions of the agreement, if any, that are not suspended in full conformity with its terms.

B. **County** may also suspend or terminate this agreement, upon the same notice provisions, if **Contractor's** ability to perform is prevented or materially interfered with by a cause which excuses nonperformance under Section 15.10 for a period of 180 Calendar Days or more, despite the fact that nonperformance in such a case is neither a breach nor a **Contractor** default.

C. In the event of termination of this agreement, each Party shall be entitled to payment of amounts due to them through the date of termination, but shall otherwise have no further obligation to one another pursuant to this agreement after the date of termination.

15.05: SPECIFIC PERFORMANCE

By virtue of the nature of this agreement, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by **County** to **Contractor**, the remedy of damages for a breach hereof by **Contractor** is inadequate and **County** shall be entitled to injunctive relief.

15.06: RIGHT TO PERFORM; USE OF CONTRACTOR PROPERTY

A. If this agreement is suspended and/or terminated due to a **Contractor** default, or, for any reason whatsoever, **Contractor** fails, refuses or is unable to collect, transport or dispose of any or all solid waste, targeted recyclables, C&D or other discarded materials which are required by this agreement, at the time and in the manner provided in this agreement for a period of more than five (5) days, and if, as a result thereof, solid waste, targeted recyclables, C&D or other discarded materials should accumulate in the **County** to such an extent and in such a manner, or for such a time that **County** should find that such an accumulation endangers or menaces the public health, safety or welfare, **County** shall have the right, even if **Contractor** is not in breach of this agreement, to perform, with its own forces or by contract, or to assign to another franchise contractor within the county the work herein or such part thereof as it may deem necessary upon twenty-four (24) hours prior written notice to **Contractor**.

B. If such work is assigned to another franchise contractor within the county, that contractor shall fulfill **Contractor's** obligations under this agreement as if that contractor were the original contracting Party until such time as **Contractor** is able to resume its contractual obligations, or until such time that **County** has made other arrangements for

the provision of such services. Likewise, if the other franchise contractor within the county fails, refuses or is unable to collect, transport or dispose of any or all solid waste, targeted recyclables, C&D or other discarded materials which are required by their agreement with **County**, **Contractor** shall be obligated to fulfill the terms of their agreement as if **Contractor** were the original contracting Party until such time as the other franchise contractor is able to resume their contractual obligations, or until such time that **County** has made other arrangements for the provision of such services, limiting, however, the fulfillment of **Contractor's** obligations under the mutual aid clause to such collection and transport services as **Contractor** is reasonably able to provide.

C. **County** shall provide **Contractor** written notice that it intends to consider invoking this Article at a public meeting of its governing body, to be held two (2) or more Business Days from the date of the notice. At the meeting, the governing body may invoke its rights under this Article if it determines that there has been an interruption in collection service and that such interruption may continue, thereby threatening the public health, safety and welfare. If the governing body makes that determination, it may also determine to exercise **County's** right to perform collection and transport services with its own personnel or authorize a third Party to do so, after having invoked this right under its franchise agreement with **Contractor**.

D. Such failure to act by **Contractor** shall be deemed by **County** as a public health emergency, and shall empower the **County**, per Article 13 of this agreement, to perform, or cause to be performed, such services itself with its own or other personnel and its own or other equipment, including, but not limited to **Contractor's** equipment.. In such an event, **Contractor** shall immediately make **Contractor's** collection equipment and a listing and description, including street names and addresses of all of **Contractor's** service collection routes within **Contractor's** franchise service area available to **County**. **County** shall have the right to continue to perform such services until other suitable arrangements can be made for the provision of such services, which may include the award of a contract to another service provider.

E. The period of time that **County** shall have the right to use **Contractor's** equipment for the collection, transport or disposal of solid waste, targeted recyclables, C&D or other discarded materials in such an event shall not exceed ninety (90) days. **Contractor** shall be reimbursed for the use of such equipment at **Contractor's** actual cost for such equipment for the period of time that such use occurs.

15.07: DAMAGES

Contractor shall be liable to **County** for all direct damages arising out of **Contractor's** deficiency or default, but shall not be responsible for special or consequential damages.

15.08: COUNTY'S REMEDIES CUMULATIVE

County's rights to suspend or terminate the agreement under Section 15.04, to obtain specific performance under Section 15.05 and to perform under Section 15.06 are not exclusive, and **County's** exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that **County** may have, including a legal action for damages under Section 15.07.

15.09: COUNTY DEFAULT

County shall be in default under this agreement ("**County** default") in the event **County** commits a material breach of the agreement and fails to cure such breach within thirty (30) days

after receiving notice from **Contractor** specifying the breach, provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, **County** shall not be in default so long as **County** promptly commences the cure and diligently proceeds to completion of the cure. In the event of an asserted **County** default, **Contractor** shall continue to perform all of its obligations hereunder until a court of competent jurisdiction has issued a final judgment declaring that **County** is in default.

15.10: EXCUSE FROM PERFORMANCE

A. **Force Majeure.** Provided that the requirements of this Section are met, **Contractor** shall be excused from performance and shall not be liable for failure to perform under this agreement if **Contractor's** performance is prevented or delayed by a *Force Majeure* event. If, as a result of a *Force Majeure* event, **Contractor** is unable to wholly or partially meet its obligations under this agreement, it shall give **County** prompt written notice of the *Force Majeure* event, describing it in full detail, and describing the effect(s) of the *Force Majeure* event upon **Contractor's** performance of its obligations. **Contractor's** obligations, whether in full or in part, shall be suspended, but only with respect to that particular component affected by the *Force Majeure* and only for the period of time which the *force majeure* exists. **Contractor** shall endeavor to fully restore its ability to perform its obligations under this agreement as quickly as possible.

D. **County's rights in the event of Force Majeure.** The partial or complete interruption or discontinuance of **Contractor's** services caused by an event of *Force Majeure* shall not constitute a **Contractor** default. Notwithstanding the foregoing:

1. **County** shall have the right to make use of **Contractor's** facilities and equipment in accordance with Article 13 in the event of non-performance for more than five (5) Business Days excused by *Force Majeure*;
2. If **Contractor's** failure to perform by reason of *Force Majeure* continues for a period of one hundred and eighty (180) days or more, **County** shall have the right to immediately terminate this agreement for convenience;

15.11: ASSURANCE OF PERFORMANCE

If **Contractor**:

- A. Is the subject of any labor unrest from its own employees, including work stoppage or slowdown, sickout, picketing or other concerted job action;
- B. Appears in the reasonable judgment of **County** to be unable to regularly pay its bills as they become due;
- C. Is the subject of a civil or criminal proceeding brought by a federal, State, regional or local County for violation of an environmental law in the performance of this agreement, the result of which is reasonably likely to materially impede **Contractor's** ability to perform its obligations under this agreement, or
- D. Performs in a manner that causes **County** to be uncertain about **Contractor's** ability and intention to comply with this agreement,

County may, at its option and in addition to all other remedies it may have, demand from **Contractor** reasonable assurances of timely and proper performance of this agreement, in such form and substance as **County** may reasonably require.

ARTICLE 16

OTHER AGREEMENTS OF THE PARTIES

16.01: RELATIONSHIP OF PARTIES

The Parties intend that **Contractor** shall perform the services required by this agreement as an independent contractor engaged by **County**, and not as an officer or employee of **County**, nor as a partner of or joint-venture with **County**. No employee or agent of **Contractor** shall be deemed to be an employee or agent of **County**. Except as expressly provided herein, **Contractor** shall have exclusive control over the manner and means of conducting the services performed under this agreement, and over all persons performing such services. **Contractor** shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither **Contractor** nor its officers, employees, subcontractors nor agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to **County** employees by virtue of their employment with **County**.

16.02: COMPLIANCE WITH LAW

In providing the services required under this Agreement, **Contractor** shall at all times comply with all applicable laws of the United States, the State and **County**, with all applicable regulations promulgated by federal, State, regional or local administrative and regulatory agencies, and by **County**, now in force and as they may be enacted, issued or amended during the Term, and with all permits affecting the services to be provided.

16.03: ASSIGNMENT

A. **Qualifications.** **Contractor** acknowledges that this agreement involves rendering a vital service to **County's** residents and businesses, and that **County** has selected **Contractor** to perform the services specified herein based on:

1. **Contractor's** experience, skill and reputation for conducting its operations in a safe, effective and responsible fashion, and
2. **Contractor's** and the Guarantor's financial resources to maintain the required equipment and to support its indemnity obligations to **County** under this agreement.

County has relied on each of these factors, among others, in choosing **Contractor** to perform the services to be rendered by **Contractor** under this agreement.

B. **County consent required.** **Contractor** shall not assign its rights or delegate or otherwise transfer its obligations under this agreement to any other person without the prior written consent of **County**, aside from the purchase of ancillary goods or services provided by third parties. Any such assignment made without the consent of **County** shall be void and the attempted assignment shall constitute a **Contractor** default. Assignment of this agreement to another corporate subsidiary or affiliate of **Contractor**, where there is no change in ownership or control shall not require **County's** consent.

C. Assignment defined.

1. For the purpose of this Section, "assignment" shall Include:
 - a. A sale, exchange or other transfer to a third Party of substantially all of **Contractor's** assets dedicated to service under this agreement;
 - b. A sale, exchange or other transfer of outstanding common stock of **Contractor** to a person who is not a shareholder as of the Effective Date which results in a change in control of **Contractor**;
 - c. Any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change in control of **Contractor**;
 - d. Any assignment by operation of law, Including insolvency or bankruptcy, an assignment for the benefit of creditors, a writ of attachment for an execution being levied against this agreement, appointment of a receiver taking possession of **Contractor's** property, or transfer occurring in the event of a probate proceeding; and
 - e. Any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change in control of **Contractor**.
2. "Change in control of **Contractor**" for purposes of this Section shall mean a change in the ownership or control of more than fifty percent (50%) of the voting stock of **Contractor** (excluding transfers to revocable trusts for estate-planning purposes).
3. An "assignment" shall not Include a transaction(s) with an affiliate of **Contractor**.

D. Consent requirements. If **Contractor** requests **County's** consideration of and consent to an assignment, **County** shall not unreasonably deny such request. No request by **Contractor** for consent to an assignment need be considered by **County** unless and until **Contractor** has met the following requirements:

1. **Contractor** shall pay **County** its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
2. **Contractor** shall furnish **County** with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
3. **Contractor** shall furnish **County** with satisfactory proof:

- a. That the proposed assignee has at least ten (10) years of solid waste/recycling management experience on a scale equal to or exceeding the scale of operations conducted by **Contractor** under this agreement.
- b. That in the last five (5) years, the proposed assignee has not been the subject of any administrative or judicial proceedings initiated by a federal, State or local County having jurisdiction over its operations due to an alleged failure to comply with federal, State or local laws or, if such proceeding(s) have occurred, that such proceeding(s) have not materially impacted the assignee's ability to perform its obligations under an agreement for services similar to this agreement.
- c. That the proposed assignee conducts its operations in a safe and environmentally conscientious manner, in accordance with sound solid waste management practices in full compliance with all federal, State and local laws regulating the collection and disposal of solid waste and all environmental laws.
- d. Of any other information required by **County** to ensure the proposed assignee can fulfill the terms of this agreement in a timely, safe and effective manner.

E. **No obligation to consider.** **County** will not be obligated to consider a proposed assignment if **Contractor** is in default.

16.04: SUBCONTRACTING

Contractor shall not engage any subcontractors to perform any of the services required of it by Articles 5 or 6 of this agreement without the prior written consent of **County**. **Contractor** shall notify **County** no later than ninety (90) days prior to the date on which it proposes to enter into a subcontract. **County** may approve or deny any such request at its sole discretion.

16.05: AFFILIATED ENTITY

If **Contractor** enters into any financial transactions with an affiliate for the provision of labor, equipment, supplies, services, or capital related to the furnishing of service under this agreement, that relationship shall be disclosed to **County**, and in the financial reports submitted to **County**. In such event, **County's** rights to inspect records and obtain financial data shall be limited to records and data of such affiliate that are relevant to those specific financial transactions.

16.06: CONTRACTOR'S INVESTIGATION

Contractor acknowledges that this agreement replaces an existing franchise agreement that was executed on February 21, 1995, and amended on April 6, 2006, in August, 2016 and December 12, 2016 and that this agreement is dissimilar to the agreement it is replacing in many respects. **Contractor**, after making an independent investigation, is satisfied with the conditions and circumstances surrounding this agreement and the work to be performed by **Contractor**, and, after taking all such matters into consideration, agrees to provide the services required by this agreement, for the compensation delineated within.

16.07: NOTICE

A. All notices, demands, requests, proposals, approvals, consents and other communications which this agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or be mailed as certified mail, return receipt requested, addressed as follows:

If to County:

**Plumas County Department of Public Works
Attention: Director of Public Works
1834 East Main Street
Quincy, CA 95971**

If to Contractor:

**Intermountain Disposal, Inc.
Attn: Candice Ross, President
185 N. Beckwith Street
Portola, CA 96122**

B. All such notices, demands, requests, proposals, approvals, consents and other communications shall be effective when received if personally delivered or three (3) days after mailed as aforesaid. **Contractor** shall promptly provide **County** the name and contact information for the above employees if there is a change during the Term.

16.08: REPRESENTATIVES OF THE PARTIES.

A. **Representatives of County.** References within this agreement to "**County**" shall mean the Plumas County Board of Supervisors (See Attachment A, "Definitions"). All policy-related actions to be taken by **County** shall be taken by the Board of Supervisors except as provided below. The Board of Supervisors may delegate authority to the Director of Public Works, and/or to other **County** officials regarding operational decisions and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. **Contractor** may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

B. **Representative of Contractor.** **Contractor** shall, by the Effective Date, designate in writing a responsible official who shall serve as the representative of **Contractor** in all matters related to the agreement and shall inform **County** in writing of such designation and of any limitations upon his or her authority to bind **Contractor**. **County** may rely upon action taken by such designated representative as actions of **Contractor** unless they are outside the scope of the authority delegated to him/her by **Contractor** as communicated to **County**.

16.09: DUTY OF CONTRACTOR NOT TO DISCRIMINATE

In the performance of this agreement **Contractor** shall not discriminate, nor permit any subcontractor to discriminate, against any employee, applicant for employment, or customer on account of race, color, national origin, ancestry, religion, sex, age, physical disability, medical condition, sexual orientation, marital status, or other characteristic, in violation of any applicable law.

16.10: RIGHT OF COUNTY TO MAKE CHANGES IN SERVICES AND SERVICE LEVELS

County may, without amending this agreement, request **Contractor** to cease performing one or more types of service described in Articles 5, 6 or 7, may request **Contractor** to modify the scope of one or more such services, may request **Contractor** to perform additional solid waste, C&D and/or targeted recyclable materials handling services, or may otherwise request **Contractor** to modify its performance under any other Section of this agreement. **Contractor** shall promptly and cooperatively comply with such request, provided:

A. It is commercially feasible to implement such request, and

B. That if such changes cause an increase or decrease in the Operating Ratio, an equitable adjustment in the rates shall be agreed to by the parties pursuant the provisions of Article 12.

16.11: TRANSITION TO NEXT SERVICE PROVIDER

At the expiration of the Term or the earlier proper termination of the agreement, or upon **County's** approval of a proposed assignment, **Contractor** shall cooperate fully with **County** to ensure an orderly transition to any and all new service providers. **Contractor** shall provide, within ten (10) Business Days of a written request by **County**, then-current route lists, which identify each customer on the route, its service level (number of containers, container sizes, frequency of collection, scheduled collection day), any special collection notes, and detailed then-current customer account and Billing information. **Contractor** may, but is not required to, sell collection vehicles and containers to the next service provider. **Contractor** shall direct route supervisors to provide "ride-alongs" so that the new service provider's employees may ride with drivers at the new service provider's expense and liability in collection vehicles during collection operations. **Contractor** will direct its drivers and other employees to provide accurate information to the new provider about routing and customers.

16.12: REPORTS AS PUBLIC RECORDS

Unless an exemption applies, the reports, records and other information submitted or required to be submitted by **Contractor** to **County** (and documents copied pursuant to Section 10.02) are public records within the meaning of that term in the *California Public Records Act, Government Code Section 6250 et seq.* Unless a particular record is exempted from disclosure by the *California Public Records Act*, it must be disclosed to the public by **County** upon request. **Contractor** will not object to **County** making available to the public any information submitted by the **Contractor**, or required to be submitted in connection with the rates, including records described in Article 12. **County** shall notify **Contractor** of any and all such public records requests, and shall provide **Contractor** with reasonable amount of time to seek a protective order to protect such records from disclosure in the event **Contractor** has reason to believe that the disclosure contains proprietary information or is otherwise exempt under the *California Public Records Act*.

16.13: PLAN OF OPERATIONS FOR COUNTY-OWNED SOLID WASTE FACILITIES

Contractor agrees to maintain at least one (1) copy of the most current **County**-produced *Plan of Operations* in **Contractor's** local office for each solid waste facility within **Contractor's** franchise area. In addition, **Contractor** shall maintain at least one (1) copy of the most current *Plan of Operations* for each solid waste facility within **Contractor's** franchise area in **Contractor's** local office. **Contractor** shall use the *Plan of Operations* as a reference for questions that might arise concerning the day-to-day operations of the designated transfer facility. Issues and concerns for which answers cannot be readily obtained from the *Plan of Operations* shall be addressed to the **County's** administrator.

16.14: REPORT OF STATION INFORMATION FOR COUNTY-OWNED SOLID WASTE FACILITIES

County agrees to maintain, in **County** offices, a current *Report of Station Information (RSI)* for each **County**-owned solid waste facility as required under *Title 14 of the California Code of Regulations* and pursuant to the format outlined in the California Integrated Waste Management Board (CIWMB), now CalRecycle, dated July, 1992. The *RSI* shall be available to **Contractor** upon request.

ARTICLE 17

MISCELLANEOUS PROVISIONS

17.01: GOVERNING LAW

This agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

17.02: JURISDICTION

Any lawsuits between the Parties arising out of this agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this agreement is made in and will be performed in Plumas County.

17.03: BINDING ON SUCCESSORS

The provisions of this agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the Parties.

17.04: PARTIES IN INTEREST

Nothing in this agreement is intended to confer any rights on any persons other than the Parties to it and their permitted successors and assigns.

17.05: WAIVER

The waiver by either Party of any breach or violation of any provisions of this agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision.

17.06: ATTACHMENTS

Each of the attachments, identified as Attachments "A" through "G" is attached hereto and incorporated herein and made a part hereof by this reference.

17.07: ENTIRE AGREEMENT

This agreement, including the attachments, represents the full and entire agreement between the Parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, either written or oral.

17.08: SECTION HEADINGS

The Article headings and Section headings in this agreement are for convenience of reference only and are not intended to be used in the construction of this agreement nor to alter or affect any of its provisions.

17.09: INTERPRETATION

This agreement shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

17.10: AMENDMENT

This agreement may not be modified or amended in any respect except by a writing signed by the Parties.

17.11: SEVERABILITY

If a court of competent jurisdiction holds any non-material provision of this agreement to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

17.12: COSTS AND ATTORNEYS' FEES

The prevailing Party in any action brought to enforce the terms of this agreement or arising out of this agreement may recover its reasonable costs expended in connection with such an action from the other Party, including its own attorneys' fees.

17.13: NO DAMAGES FOR INVALIDATION OF AGREEMENT

If a final judgment of a court of competent jurisdiction determines that this agreement is illegal or was unlawfully entered into by **County** due to circumstances beyond **County's** control, neither Party shall have any claim against the other for damages of any kind (Including loss of profits) on any theory.

17.14: REFERENCES TO LAWS

All references in this agreement to laws and regulations shall be understood to Include such laws and regulations as they may be subsequently amended or re-codified, unless otherwise specifically provided. In addition, references to specific governmental agencies shall be understood to Include agencies that succeed to or assume the functions they are currently performing.

EXECUTION:

IN WITNESS WHEREOF, **County** and **Contractor** have executed this agreement as of the day and year first above written.

COUNTY OF PLUMAS

By: Lori Simpson 3/21/17
Lori Simpson Date
Chair, Board of Supervisors
Plumas County, California

INTERMOUNTAIN DISPOSAL, INC.

By: Candice Ross 3/21/17
Candice Ross Date
President

By: Ricky Ross 3/21/17
Ricky Ross Date
Vice President

Taxpayer's ID No.68-0250422

ATTEST:

Nancy DaForno 3/21/17
Nancy DaForno, Date
Clerk of the Board of Supervisors
Plumas County, California

APPROVED AS TO CONTENT:

Robert A. Perreault Jr. MARCH 21, 2017
Robert A. Perreault Jr., P.E. Date
Director of Public Works
Plumas County, California

APPROVED AS TO FORM:

R. Craig Settemire 3/21/2017
R. Craig Settemire, County Counsel Date
Plumas County, California

ATTACHMENT A

DEFINITIONS

Unless the context otherwise requires, terms used in this agreement will have the meanings specified in this attachment, and shall have the first letter(s) capitalized as shown below.

Affiliate

"Affiliate" means a person who is related to **Contractor** by virtue of direct or indirect ownership interest or common management. An Affiliate includes a person in which **Contractor** owns a direct or indirect ownership interest, a person which has a direct or indirect ownership interest in **Contractor** and/or a person which is also owned, controlled or managed by any person or individual which has a direct or indirect ownership interest in **Contractor**.

Annual Audited Financial Statement

"Annual Audited Financial Statement" means a financial statement conforming to Section 10.05B of this agreement that is prepared by **Contractor's** auditor and submitted to **County** on or before March 15 each year.

Application

"Application" means the application prepared and submitted by **Contractor** for determination of potential adjustments to the rate for the following Rate Year.

Business Days

"Business Days" means days (i.e., Monday through Friday) during which **Contractor's** office is open to do business with the public.

Calendar Year

"Calendar Year" means the 12 month period beginning on January 1st and ending on December 31st.

Change in Law

"Change in Law" means any of the following events or conditions which has a material and adverse effect on the performance by the Parties of their respective obligations under this Agreement:

(a) The enactment, adoption, promulgation, issuance, modification, or written change in applicable and enforceable federal, state, local joint power authority (JPA) law, regulation, ordinance, order, judgement, decree, permit or administrative or judicial interpretation on or after the date that any such applicable and enforceable federal, state, local joint power authority (JPA) law, regulation, ordinance, order, judgement, decree, permit or administrative or judicial interpretation was enacted, adopted, promulgated, issued, modified or changed in writing.

(b) The order or judgment of any governmental body, on or after the date such order or judgment was given, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of **County**, or of **Contractor**, whichever is asserting the occurrence of a Change In Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such

order or judgment shall not constitute such a willful or negligent action, error or omission or lack of reasonable diligence.

Collection Costs

"Collection Costs" means all of **Contractor's** costs to provide collection services as described in the agreement, including fuel costs, labor costs, vehicle and vehicle-related costs, maintenance, insurance, overhead and transportation costs, but excluding Pass-Through Costs (See "Pass-Through Costs") and Profit (See "Profit").

Contractor Pass-Through Costs

"**Contractor** Pass-Through Costs" means the costs to which no element of overhead, administrative expense, or Profit, is added, such that the specific amount of such cost is included without modification in the calculations or reports prepared in implementing this agreement.

Day

"Day" means Calendar Day unless otherwise specified.

Determination of Violation

"Determination of Violation" means a determination by the Director under Section 4.05 of the agreement, in response to a complaint against **Contractor**, that **Contractor** has violated the terms of the agreement, or in response to a complaint against **Contractor** or another person, that **Contractor** or such person is guilty of an infraction under California or local law, in each case after **Contractor** or such person has been afforded due process and an opportunity to be heard and to confront the complainant.

Disposal Costs

"Disposal Costs" means **Contractor's** costs to deposit solid waste collected under this agreement at the designated disposal site.

Effective Date

"Effective Date" means the date identified in Section 3.01.

Fiscal Year

"Fiscal Year" means the period commencing July 1st through June 30th each year.

Force Majeure

"Force Majeure" means acts of terrorism, acts of God, landslides, lightning, forest fires, severe storms, typhoons, hurricanes, severe weather, extreme freezing temperatures, earthquakes, volcanic eruptions, other natural disasters, or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances involving a third party's employees, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of **Contractor**.

Fuel Costs

"Fuel costs" means **Contractor's** costs for diesel, gasoline and other fuels used in providing the services described in this agreement.

Gross Receipts

"Gross Receipts" means the total revenue actually received in cash by **Contractor** for all services provided to customers during the Rate Year in question. Revenues are billed by the **Contractor** to customers. Gross Receipts also include any revenue received by **Contractor** from the sale of targeted recyclable materials, C&D or other recyclable materials.

Gross Revenue Billed

"Gross Revenue Billed" means the total revenue billed to customers, as recognized by generally accepted accounting principles by **Contractor** for all services provided to customers during the rate year in question.

Includes (or Including)

"Includes" or "Including" means "includes, but is not limited to,"

Inquiry

"Inquiry" means a written or orally communicated request for information, request for collection services, or request for change in service level made by members of the public, customers, owners, or occupants of properties served by **Contractor**, or by officers, employees or agents of **County**.

Line of Business

"Line of Business" means the individual types of collection service provided by **Contractor** to each service sector, including recyclable materials collection service and solid waste collection service.

Missed Pick-Up Collection Event

"Missed Pick-Up Collection Event" means events whereby **Contractor** failed to collect solid waste or targeted recyclable materials on or before the Business Day following **Contractor's** receipt of the Missed Pick-Up initial complaint. The only exceptions to this definition include: Missed Pick-Up Initial Complaints for which **Contractor**:

- (a) Documented in its customer service system the customer's failure to properly set out container or that the containers were blocked for collection based on the route driver's report; and,
- (b) Received a call for a recollection request or courtesy pick-up prior to receiving a Missed Pick-Up Initial Complaint.

Missed Pick-Up Initial Complaint

"Missed Pick-Up Initial Complaint" means complaints received by **Contractor** or **County** for missed pick-up of solid waste or targeted recyclable materials with the exception of Missed Pick-Up Initial Complaints for which **Contractor**:

- (a) Documented in its customer service system the customer's failure to properly set out container or that the containers were blocked for collection based on the route driver's report; and,
- (b) Received a call for a recollection request or courtesy pick-up prior to receiving a Missed Pick-Up Initial Complaint on that same day.

Non-Allowable Cost(s)

"Non-Allowable Costs" means those contract-related costs deemed non-allowable in Section 10.05(A)(5) of this agreement.

On-Call Service

"On-Call Service" means collection service provided by **Contractor** that is not regularly scheduled or is scheduled more than twenty-four (24) hours in advance. On-Call Service is initiated by customer by calling, emailing, or requesting the service in person at **Contractor's** office.

Operating Cost

"Operating Cost" or "Cost of Operations" means those costs actually incurred by **Contractor**, reasonably necessary to perform under this agreement, and not otherwise specifically excluded in this agreement.

Operating Ratio

"Operating Ratio" means the ratio, expressed as a percentage, of the net operating costs actually incurred by **Contractor**, exclusive of Pass-Through Costs and Non-Allowable Costs, divided by **Contractor's** net income, as produced by the rates that are applied to the services provided under this agreement. The Operating Ratio for this agreement shall range from 88.00% to 92.00%, and the rates shall be adjusted as necessary through the RRI, Special Rate Review, Detailed Rate Review or Change in Service Rate Review to maintain an Operating Ratio within that range.

Party or Parties

"Party or Parties" refers to the **County** and **Contractor**, individually or together.

Pass-Through Cost (or Costs)

"Pass-Through Cost" (or Costs) means a cost to which no element of overhead, administrative expense, or Profit is added, such that the specific amount of such cost is included without modification in the calculations or reports prepared in implementing this agreement, including, without limitation, tipping fees, assessments and other charges at any designated transfer facility or disposal site, franchise fees, other fees payable by **Contractor** to **County** or any other government agency on the services, Including rent payments and property taxes paid for the use of **County**-owned facilities.

Processing Costs

"Processing Costs" means **Contractor's** costs to process recyclables collected under this agreement at the designated transfer facility or facilities.

Profit

"Profit" means **Contractor's** Profit for providing services described in this agreement.

Public Records

"Public Records" means reports, records and other information submitted by **Contractor** to **County**.

Rate Year

"Rate Year" means the twelve-month period, commencing July 1 of one Calendar Year and concluding June 30 of the next Calendar Year, for which the rates are calculated.

Regulatory Costs

"Regulatory Costs" means all regulatory and other governmental fees and charges incurred by **Contractor** in connection with providing the services described in this agreement, including franchise fees payable to **County**.

Related Party Entity

"Related Party Entity" means any affiliate which has financial transactions with **Contractor** pertaining to this agreement.

Service Opportunity

"Service Opportunity" means each individual opportunity **Contractor** has to collect solid waste and targeted recyclable materials from a customer's container which is equivalent to the required single-family, multi-family and commercial lifts.

Term

"Term" means the term of this agreement.

No Scale

CHESTER TRANSFER STATION

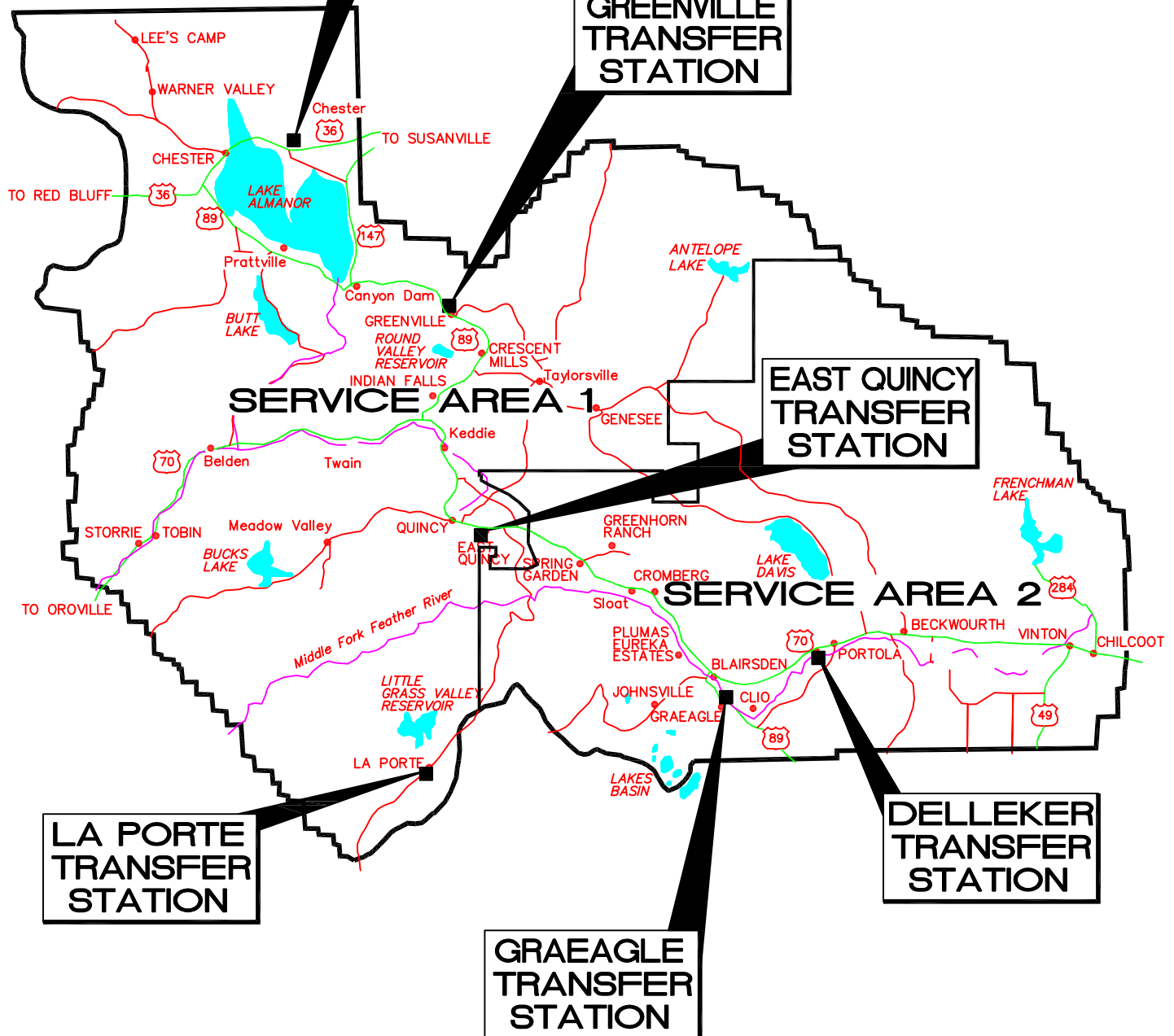
GREENVILLE TRANSFER STATION

EAST QUINCY TRANSFER STATION

LA PORTE TRANSFER STATION

GRAEAGLE TRANSFER STATION

DELLEKER TRANSFER STATION



PLUMAS COUNTY MAP SHOWING SOLID WASTE FRANCHISE SERVICE AREAS AND CURRENT TRANSFER STATIONS

May, 2012

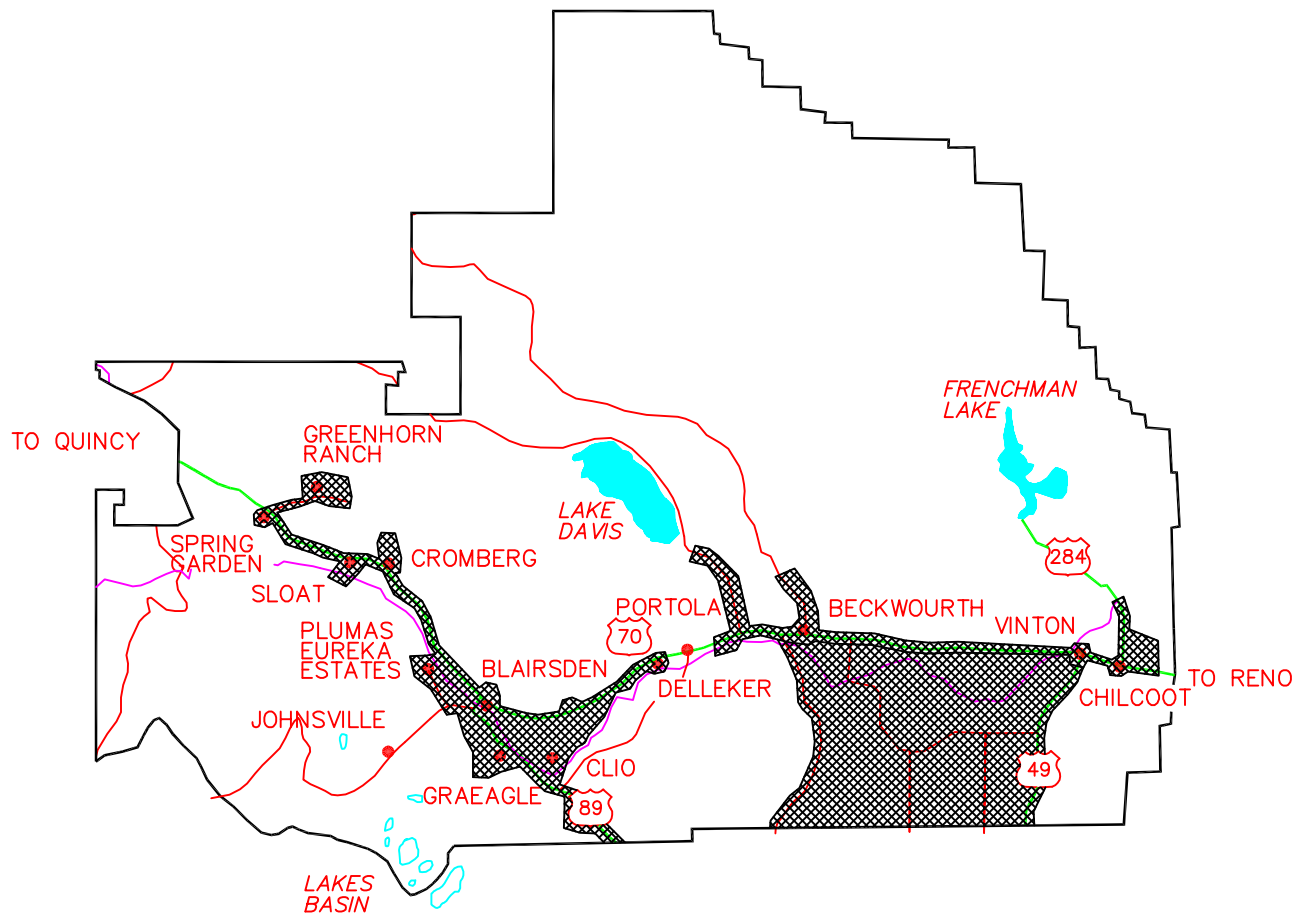
PLUMAS CO. DPW

ATTACHMENT B-2

NORTH



No Scale



PLUMAS COUNTY MAP SHOWING FRANCHISE SERVICE AREA NUMBER 2 SUBSCRIPTION ROUTE AREA

September 2016

PLUMAS CO. DPW

ATTACHMENT C
LIST OF PUBLIC PREMISES LOCATIONS

None

ATTACHMENT D
RESOLUTION NO. 17-8228

**A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR
COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES**

WHEREAS, the Plumas County Board of Supervisors is presently in the process of considering the adoption of replacement solid waste franchise agreements for each of its franchise contractors, and

WHEREAS, the Board of Supervisors desires to provide a clear transfer of authority to collect fees for solid waste collection, transfer, and related services from the current fee schedule that appears in Chapter 10 of Title 6 of the Plumas County Code of Ordinances to a similarly formal instrument that will facilitate the transition between the existing franchise contracts to the new franchise agreements, and

WHEREAS, those portions of Section 6-10.207, "Fee schedule for collection, transfer, and related services" of Chapter 10, "Solid Waste Control", of the Plumas County Code of Ordinances that specify the collection fees (subsection b), special travel charge for collection (subsection c), bin delivery charge (subsection d), fees for unloading at transfer sites or landfills (subsection e) and fees for extra services (subsection f) will be deleted in their entirety upon the imminent adoption of an ordinance that will replace said Chapter 10, and

WHEREAS, it is the intention of the Board to simplify and expedite the solid waste rate adjustment procedure now and in the future, recognizing that publishing such rates in resolution form will accomplish that goal,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that this Board hereby re-affirms the adoption of the existing fee schedule for collection, transfer and related solid waste services as shown in Section 6-10.207, subsections (b) through (f), inclusive, of the Plumas County Code of Ordinances, to wit:

(a) General. For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to all franchise areas, except that fees in parentheses, e.g. One and no 100ths (\$1.00) Dollars shall apply to Franchise Area 3 (Intermountain Disposal Inc. franchise area), as defined in the County Solid Waste Management Plan.

(b) Collection fees. The base rate for collection shall cover door-to-door collection, transfer, hauling, and ultimate disposal activities.

(1) Residential base rate. The charge for one can per week shall be a monthly fee of \$18.07 (\$20.51), two (2) cans per week shall be a monthly fee of \$25.13 (\$27.15); three (3) cans per week (\$38.23). The monthly charge for a sixty-four (64) gallon waste-wheeler shall be \$24.71 (\$30.46) for one collection per week. A monthly charge for a 100-gallon waste-wheeler is \$32.03 (\$36.04) for one collection per week.

(2) Residential large items. Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$17.70 (\$19.45) each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$35.24 (\$38.76) each per collection. Each tire shall be charged per collection: \$3.90 (\$4.03) [sixteen (16") inches or less]; \$7.53 (\$8.24) [more than sixteen (16") inches but less than twenty (20") inches]; \$17.70 (\$19.45) [more than twenty (20") inches].

(3) Residential billing. Each new residential collection account shall be charged a \$7.53 (\$8.24) start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.

(4) Commercial base rate. A one cubic yard bin shall be charged a monthly fee of \$75.44 (\$86.55) for one collection per week; a monthly fee of \$150.66 (\$162.95) for two (2) collections per week; a monthly fee of \$226.47 (\$259.76) for three (3) collections per week; a monthly fee of \$302.01 (\$346.24) for four (4) collections per week; and a monthly fee of \$377.56 (\$432.85) for five (5) collections per week. Each additional cubic yard per collection shall be charged \$20.28 (\$23.24), including any fraction of a cubic yard such as when waste is heaped above the top of a bin. Commercial can service shall be charged a monthly fee of \$23.18 (\$26.74) for one can collected per week; a monthly fee of \$28.50 (\$32.71) for two (2) cans collected per week; a monthly fee of \$33.72 (\$38.76) for three (3) cans collected per week; and a monthly fee of \$39.04 (\$44.47) for four (4) cans collected per week, and double the above if collection is twice per week. The monthly charge for a sixty-four (64) gallon waste-wheeler is \$28.50 (\$34.33). The monthly charge for a one hundred-gallon waste-wheeler is \$39.04 (\$40.36).

(5) Commercial large items. The same rates as for residential large items, in subsection (b) (2) above, shall apply.

(6) Commercial billing. The commercial base rate may be billed to the customer one month in advance of service, or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.

(c) Special travel charge for collection. In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed \$81.71 (\$90.28) per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

(d) Bin delivery charge. In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of \$50.31 (\$55.55) shall be charged to cover the round trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.

(e) Fees for unloading at transfer sites or landfills. The following fees shall be collected from the public for unloading at transfer sites or landfills, and such fees shall cover the handling, transfer, hauling, and ultimate disposal activities.

(1) Minimum fee. The minimum fee for unloading shall be \$7.53 (\$9.07) for the equivalent of two (2) cans or standard containers; \$11.96 (\$13.82) for the equivalent of three (3) cans; and \$15.70 (\$17.95) for the equivalent of four (4) cans.

(2) Vehicle unloading fee. When waste is unloaded from vehicles and such waste exceeds in amount the equivalent of four (4) cans or standard containers, then the following charges shall apply on the basis of vehicle size:

(I) Station wagon: \$16.28 (\$18.44);

(II) Compact pickup truck: \$20.23 (\$22.94);

(III) Compact pickup truck with sideboards: \$25.87 (\$28.99);

(IV) Standard-sized pickup truck: \$24.71 (\$27.98);

(V) Standard-sized pickup truck with sideboards: \$30.92 (\$34.62);

(VI) Larger trucks: \$17.44 (\$20.15) per cubic yard maximum.

(3) Fee for unloading large and restricted items. Unusually large items increase the time and effort of disposal, and the following charges shall apply:

(I) A washer or dryer, standard-sized refrigerator, single-bed mattress, or similar-sized object: \$14.01 (\$15.65);

(II) A standard-sized deep freezer, double-bed mattress, or similar-sized object: \$25.34 (\$28.99) maximum;

(III) Each tire sixteen (16") inches or less: \$3.11 (\$3.44); Each tire seventeen (17") inches to twenty (20") inches: \$6.27 (\$6.88); Each tire more than twenty (20") inches: \$13.91 (\$15.17);

(IV) Tree stumps shall be unloaded only at landfills, not transfer sites. Each stump twelve (12") inches or less: \$20.23 (\$22.28); Each stump thirteen (13") to twenty-four (24") inches: \$40.51 (\$44.81); Each stump more than twenty-four (24") inches: \$60.74 (\$67.22);

(V) Cathode ray tubes and televisions shall only be accepted at transfer stations. Each cathode ray tube (computer monitor) and television: \$3.32 (\$3.73);

(VI) Other large items not included in this section shall be charged pursuant to subsection (f) of this section.

(4) Compacted loads. Compacted loads shall be permitted only at transfer sites, and only if the hauler weighs the truck before and after tipping at the site. Compacted loads shall be charged at the rate of \$81.50 (\$83.35) per ton.

(5) Prohibited items. None of the following items shall be permitted by the franchisee to be unloaded: dead animals; car bodies; tree stumps at transfer sites; explosives; toxic chemicals or any hazardous waste materials; except that steel items and car bodies will be accepted free of charge at the Greenville Transfer Site.

(f) Fee for extra services. Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

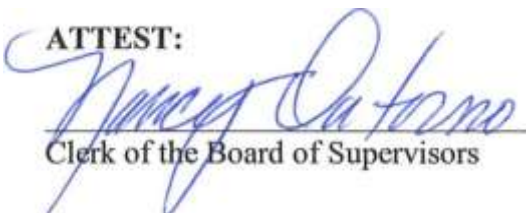
The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 7th day of February, 2017, by the following vote:

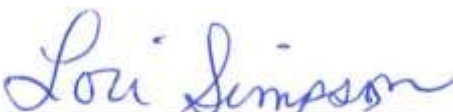
AYES: Supervisors: Engel, Thrall, Goss, Sanchez, Simpson

NOES: Supervisors: None

ABSTAIN: Supervisors: None

ATTEST:


Clerk of the Board of Supervisors


Chair, Board of Supervisors

ATTACHMENT E

REFUSE RATE INDEX

The Refuse Rate Index (RRI) adjustment shall be calculated in the following manner:

1. The expenses for the required franchised services for the designated fiscal period (January – December) shall be prepared in the format set forth in the “Operating Cost Statement” below.
2. The expenses for the required franchised services shall be broken down into the following six (6) cost categories: Labor; Diesel Fuel; Vehicle Replacement; Vehicle Maintenance, All Other, and Disposal. Each cost category is assigned a weighted percentage factor based on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. The following five (5) indices published by the United States Department of Labor, Bureau of Labor Statistics (BLS), and the actual change in the disposal site tip fee are used to calculate the adjustment for each cost category. The change in each index and the tip fees is calculated on a twelve-month fiscal period in accordance with the terms of the agreement. In the event any index is discontinued, a successor index shall be selected by **County**. Successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the BLS.

<u>Cost Category</u>	<u>Index</u>
Labor	Series ID: ceu6056210008 Professional and business services – waste collection
Diesel Fuel	California No 2 Diesel Ultra Low Sulfur (0-15 ppm) http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp Vehicle Replacement Series ID: pcu336211336211 Motor vehicle body manufacturing
Vehicle Maintenance	Series ID: pcu333924333924 Industrial truck, trailer and stacker mfg.
All Other	Series ID: cuusx400sa0 Consumer Price Index, All Urban Consumers, All Items; West – Size Class B/C
Disposal	The actual tip fee charged to Contractor by the disposal site.

The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each of the six (6) cost categories are then added together to calculate the RRI.

Operating Cost Statement – Description

Labor: List all administrative, officer, operation and maintenance salary and benefit accounts.
List payroll tax accounts directly related to the above salary accounts.

List employee group medical and life accounts directly related to the above salary accounts.

List employee retirement or profit sharing contributions accounts directly related to the above salary accounts.

List Workers Compensation accounts directly related to the above salary accounts.

List contract labor accounts directly related to the above salary accounts.

List other employee costs (i.e. safety gear, boot allowance, etc.) directly related to the above salary accounts.

Diesel Fuel: List all diesel fuel accounts.

Vehicle Replacement:

List all collection and collection-related vehicle depreciation accounts.

List all vehicle lease or rental accounts related to collection or collection-related vehicles.

Vehicle Maintenance:

List all collection or collection-related vehicle parts accounts.

All Other: List all other expense accounts related to the services provided under this agreement. This category includes all insurance including general liability, fire, truck damage, and extended coverage; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; non-diesel fuel; office supplies; postage; trade association dues and subscription; advertising; and miscellaneous other expenses.

Disposal: List all disposal costs related to the provision of collection services.

Note: *The enactment, or application, of the Refuse Rate Index does not require the “targeted profit amount” to be addressed.*

An Example RRI Calculation:

In this example, the Refuse Rate Index is +2.54% (i.e., rates would be increased by 2.54%)

Item #	Category	Data Source	Percent Change ⁽¹⁾	Category Weight ⁽²⁾	Weighted Percentage Change ⁽³⁾
1	Labor	Series ID: ceu6056210008 Professional and business services – waste collection	2.19%	39.05%	+0.85%
2	Diesel Fuel	California No 2 Diesel Ultra Low Sulfur (0-15 ppm) http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp	4.74%	13.15%	+0.62%
3	Vehicle Replacement	Series ID: pcu336211336211 Motor vehicle body manufacturing	6.79%	2.57%	+0.17%
4	Vehicle Maintenance	Series ID: pcu333924333924 Industrial truck, trailer and stacker mfg.	0.16%	13.46%	-0.02%
5	All Other	Series ID: cuusx400sa0 Consumer Price Index, All Urban Consumers, All Items; West – Size Class B/C	1.70%	18.75%	+0.32%
6	Disposal	Average of Change in Disposal Facility Tip Fees	4.60%	13.02%	+0.60%
Example RRI				100%	+2.54%

⁽¹⁾ The percentage change in the indices from year to year.

⁽²⁾ Each category's percentage of the **Contractor's** total operating costs.

⁽³⁾ The product of percentage change x category weight.

ATTACHMENT F

DETAILED RATE REVIEW METHODOLOGY

General

In the event that either **County** or **Contractor** requests a Detailed Rate Review, as provided for in Section 12.04, the Detailed Rate Review shall be based on evidence or data presented by **County** or **Contractor** contained within the audited financial statements for the preceding complete Calendar Year for the required franchise services. The Party that requests the Detailed Rate Review shall be responsible for both its and the other Party's reasonable associated costs required to conduct the Detailed Rate Review.

Overview of Detailed Rate Application Process

The Detailed Rate Review process is as follows:

1. Identify the reason(s) for the Detailed Rate Review request;
2. Establish the actual financial results for the prior Calendar Year, which shall consist of all franchised revenues and expenses as reported in **Contractor's** Annual Audited Financial Statement. It is expected that any revenues and/or expenses attributed to non-franchised services shall be clearly reported in the Annual Audited Financial Statement along with the basis used to assign or allocate such revenues and expenses;
3. Make any appropriate adjustments to the actual costs to account for established non-allowable costs and/or to exclude or reduce any costs that were not reasonably and necessarily incurred in the performance of the services provided in accordance with the agreement;
4. Calculate the rate adjustment required to achieve a revenue that will, in turn, result in a 90% (ninety percent) targeted Operating Ratio.
5. Complete and submit a Detailed Rate Review application to the other Party.
6. Confer with the other Party to determine whether the requested rate modification is in conformance with the provisions of Section 12.04; and
7. Jointly approve (which approval shall not be unreasonably withheld) and sign the Application and submit the Application to the PCIWMTF for concurrence and recommendation to the Board of Supervisors.

Detailed Rate Review Application

In support of a Detailed Rate Review, **County** or **Contractor** shall prepare a Detailed Rate Review application (hereinafter "Application") that shall be submitted to the other Party no later than April 1st. The Application shall include:

1. The reason(s) for the Application;
2. Line item revenue and expenses for the franchised services as reported in **Contractor's** Annual Audited Financial Statement;
3. Variance analyses of revenues and expenses for the prior five years, along with explanations for significant variances;
4. Calculated revenue requirement based upon the current Operating Ratio;

5. Requested rate adjustment required to achieve a revenue that will, in turn, result in a 90% (ninety percent) targeted Operating Ratio, and
6. Signed letter(s) from **County's** administrator and **Contractor's** management stating that they have reviewed the Application and attest to the accuracy and completeness of the Application.

Operating Ratio

Per Attachment A, "Operating Ratio" means the ratio, expressed as a percentage, of the net operating costs actually incurred by **Contractor**, exclusive of Pass-Through Costs and Non-Allowable Costs, divided by **Contractor's** net income, as produced by the rates that are applied to the services provided under this agreement. The Operating Ratio for this agreement shall range from 88.00% to 92.00%, and the rates shall be adjusted as necessary through the RRI, Special Rate Review, Detailed Rate Review or Service Level Change per Article 12 to maintain an Operating Ratio within that range.

Pass-Through Costs³

Pass-Through Costs shall include:

- Governmental fees and charges;
- Franchise fees;
- Rent and property taxes for use of **County**-owned facility(ies); and
- All processing and disposal (tip fees) costs incurred at a processing facility, transfer station or disposal facility.

Pass-Through Costs will be included as an element of costs for setting the Rates, however these expenses shall not be included in any costs used as a basis for calculating or determining Operating Ratio.

³ "Pass-Through Cost" means a cost to which no element of overhead, administrative expense, or profit is added, as defined in Attachment A.

ATTACHMENT G

SPECIAL RATE REVIEW METHODOLOGY

General

In the event that either **County** or **Contractor** requests a Special Rate Review, as provided for in Section 12.06, the Special Rate Review shall be based on evidence or data presented by **County** or **Contractor** that a singular and/or unexpected occurrence has occurred within the past 12 months that has effected and will continue to have a significant¹ financial effect on **Contractor's** revenues and/or expenses and that **Contractor's** costs for the required franchise services have undergone and will continue to undergo a significant increase or decrease due to this occurrence. The Party that requests the Special Rate Review shall be responsible for both its and the other Party's reasonable associated costs to complete the Special Rate Review.

Overview of Special Rate Application Process

County and/or **Contractor** shall:

1. Identify the occurrence which has significantly affected **Contractor's** revenues and/or expenses.
2. Review supporting evidence or data supporting the request for a rate modification.
3. Calculate a revenue requirement needed to achieve a 90% (ninety percent) targeted Operating Ratio.
4. Calculate the rate adjustment required to achieve calculated revenue requirement that will, in turn, result in a ninety percent (90%) targeted Operating Ratio.
5. Complete and submit a Special Rate Review Application to the other Party.
6. Confer with the other Party to determine whether the requested rate modification is in conformance with the provisions of Section 12.06; and
7. Jointly approve (which approval shall not be unreasonably withheld) and sign the Application and submit the Application to the PCIWMTF for concurrence and recommendation to the Board of Supervisors.

Special Rate Review Application

In support of a Special Rate Review, **County** and/or **Contractor** shall prepare a Special Rate Review application (hereinafter "Application") that shall be submitted to the other Party. The Application shall include:

1. The occurrence that has been identified as the cause for the Special Rate Review.
2. The financial impact of the identified occurrence.
3. The evidence or data supporting the request for a rate modification.
4. Calculated revenue requirement based upon the current targeted Operating Ratio;
5. Requested rate adjustment required to achieve calculated revenue requirement; and

6. Signed letters from **County's** Administrator and **Contractor's** management stating that they have reviewed the Application and that they attest to the accuracy and completeness of the Application.

¹For this Section, "significant" shall be defined as an occurrence having a material effect totaling 2.00% (two percent) or more annually on the total annual costs for the then-current rate period.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: March 12, 2024

SUBJECT: Approve and authorize Chair to sign a Purchase Order Between Plumas County Public Works and Industrial Equipment for the fixed asset purchase of Replacement Shop Steam Cleaner; total \$27,687.58; No General Fund Impact; discussion and possible action. Four/Fifths roll call vote

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair and the CAO to sign the purchase order for replacement fixed asset equipment shop steam cleaner from Industrial Equipment for a total of \$27,687.58.

Background and Discussion:

This Agenda Request pertains to the need by the Department of Public Works to purchase a replacement equipment shop steam cleaner to replace the existing 22 year old steam cleaner that experienced a catastrophic failure March 28, 2024.

Sole Source was requested and approved by the CAO in order to prevent need for additional building/wall penetrations.

The Department has funds budgeted for fixed asset purchase to cover this purchase.

Authorize the Director of Public Works and the County Administrator to issue a Plumas County Purchase Order in a total amount of \$27,687.58 with Industrial Equipment.

Action:

Approve and authorize Chair to sign a Purchase Order Between Plumas County Public Works and Industrial Equipment for the fixed asset purchase of Replacement Shop Steam Cleaner; total \$27,687.58; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

No impact to General Fund.

Attachments:

1. Req. Sole Source Purchase of Equip. Shop Pressure Washer

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
John Mannle, P.E., Director Joe Blackwell, Deputy Director Rob Thorman, P.E., Assistant Director



To: Debra Lucero, County Administrative Officer
From: Robert Thorman, Assistant Director
Date: March 1, 2024
Re: Request for Sole Source purchase of Equipment Shop Pressure Washer

This memo is a request for pursuing a sole source Purchase Order for equipment shop pressure washer to replace the existing 22 year old pressure washer that experienced a catastrophic failure on Wednesday the 28th. This pressure washer is critical for mechanics to keep equipment clean, remove grease and oil, find leaks, as well as using it to melt snow and ice pack on snow removal equipment to help locate mechanical failures and is also a safety related item.

The reasoning for sole source is to replace the existing pressure washer with the same equipment. This allows a simple replacement without needing to reconfigure the building/wall penetrations for the equipment. This also allows for spare parts to be used from the failed unit.

The price including tax and freight for the pressure washer totals \$27,745.58.

If acceptable, please indicate so by replying via email. With your approval of sole source an agenda request will be submitted for the BOS approval and signature of the Chair and CAO at the March 12, 2024, Board of Supervisors meeting. This equipment has a 4-6 week lead time once ordered, so we are also requesting permission to place order prior to Board approval as an emergency replacement item.

A handwritten signature in blue ink, appearing to read "R. Thorman".

Robert Thorman, P.E.
Assistant Director of Public Works,

A handwritten signature in blue ink, appearing to read "Debra Lucero".

Debra Lucero
County Administrative Officer
and Purchasing Agent



**PLUMAS COUNTY
COUNTY CLERK-RECORDER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Marcy DeMartile, Clerk/Recorder

MEETING DATE: March 12, 2024

SUBJECT: Adopt **RESOLUTION** Approving the Agreement Between the County of Plumas and the California Secretary of State Under the Terms of the Help America Vote Act; (No General Fund Impact) approved as to form by County Counsel. Roll call vote

Recommendation:

Adopt the HAVA Agreement Resolution, as presented, to certify approval of the application prior to submission to the Secretary of State for HAVA funds; and appoint the County Elections Official as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, which may be necessary to completion of each project, and authorize the County Elections Official sign Agreements as County Representative.

Background and Discussion:

New state and federal HAVA funding associated with technology enhancement and election security has been authorized by the state and federal governments. Funds are to be used for the enhancement of election technology and the advancement of election security.

Action:

Adopt **RESOLUTION** Approving the Agreement Between the County of Plumas and the California Secretary of State Under the Terms of the Help America Vote Act; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

Fiscal Impact:

No General Fund Impact; state and federal funds.

Attachments:

1. HAVA 2024 Resolution FINAL

RESOLUTION 2024 - _____

RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS
APPROVING THE AGREEMENT BETWEEN
THE COUNTY OF PLUMAS AND THE CALIFORNIA SECRETARY OF STATE
UNDER THE TERMS OF THE HELP AMERICA VOTE ACT

COUNTY OF PLUMAS
HAVA - Help America Vote Act Funds

WHEREAS, the Help America Vote Act of 2002 has been enacted to improve election administration and;

WHEREAS, the Secretary of State has been delegated the responsibility for the administration of the Help America Vote Act of 2002, and the purpose of this agreement is to provide the County of Plumas with federal funds (HAVA funds), CFDA Number 90.404, administered by the U. S. Election Administration Commission (EAC) to comply with the requirements of HAVA Section 101, 103, 104 for enhancement of election technology and make election security improvements. The funds are subject to the provisions of the agreement and requirements of state and federal law, regulation and procedures.

WHEREAS, the Secretary of State has established procedures to require the County to certify by resolution the approval of its application before submission of said application to the Secretary of State;

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

1. Authorizes the County to enter into an Agreement with the California Secretary of State; and
2. Certifies the County understands the assurances and certification in the Application form; and
3. Certifies the County has reviewed and understands the Application and procedures; and
4. Appoints the County Elections Officer to conduct all negotiations, execute and submit all documents including, but not limited to Applications, State of California Standard Agreements, payment requests etc., which may be necessary for the completion of the projects.

I, the undersigned, hereby certify that the foregoing Resolution Number 2024 - _____ was duly adopted by the Plumas County Board of Supervisors following a roll call vote:

Ayes:
Noes:
Absent:

Allen Hiskey,
Clerk to the Board of Supervisors

Date:
Greg Hagwood,
Chair of the Board of Supervisors



**PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: March 12, 2024

SUBJECT: Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024. Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 (\$50,346.50), and invoices in year 2024 (\$37,139.45); totaling \$87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; Contingency Funds 0001/20980/528400, see attached County Financial Policy page 9 (Use of Contingencies) discussion and possible action. Four/Fifths Roll Call Vote

Recommendation:

Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024.

Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 (\$50,346.50), and invoices in year 2024 (\$37,139.45); totaling \$87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; Contingency Funds 0001/20980/528400, see attached County Financial Policy page 9 (Use of Contingencies) discussion and possible action.

Four/Fifths Roll Call Vote

Background and Discussion:

This is a request for the payment of all legal fees incurred on and before December 31, 2023, by Treasurer-Tax Collector Julie White in connection with matters associated with the discharge of her official functions and duties under circumstances where County Counsel was unable to render legal advice and services due to a conflict of interest, as that term is understood by the Rules of Professional Conduct 1.7 (particularly sub-parts (a), (b) and (c)). Government Code section 31000 supports payment of attorneys fees, as does the Board's own June 2023 precedent authorizing retroactive payments to third-party vendor MRG for "investigative" services directed at the Office of the Sheriff.

The basis for this request was presented by the undersigned on February 6, 2024, during the open session of the Board of Supervisors meeting that day (see <https://plumascoca.portal.civicclerk.com/event/1373/media>, 3:25:39–4:27:32), citing my letters dated January 23, 2024, February 5, 2024, and correspondence cited therein.

In addition to the above, a request for the payment of all legal fees incurred on and after January 1, 2024, by Treasurer-Tax Collector Julie White in connection with matters associated with the discharge of her official functions and duties under circumstances where County Counsel was unable to render legal advice and services due to a conflict of interest, as that term is understood by the Rules of Professional Conduct 1.7 (particularly sub-parts (a), (b) and (c)) and Government Code section 31000.6, as it applies to the elected treasurer-tax collector.

The basis for this request was presented by the undersigned on February 6, 2024, during the open session of the Board of Supervisors meeting that day (see <https://plumascoca.portal.civicclerk.com/event/1373/media>, 3:25:39–4:27:32), citing my letters dated January 23, 2024, February 5, 2024, and correspondence cited

therein, and is submitted now in response to comments made by County Counsel recommending the submission of a request for reimbursement of fees incurred on and after January 1, 2024.

All invoices on which payment is requested are attached. This is a request for payments of fees going forward in an amount not to exceed \$50,000, based on the terms of engagement. The terms of engagement ("Engagement Letter") are also attached. Should fees exceed that amount, a further request under Government Code section 31000.6 will be submitted.

Action:

Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024.

Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 (\$50,346.50), and invoices in year 2024 (\$37,139.45); totaling \$87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; Contingency Funds 0001/20980/528400, see attached County Financial Policy page 9 (Use of Contingencies) discussion and possible action.

Four/Fifths Roll Call Vote

Fiscal Impact:

General Fund Impact

Attachments:

1. Ltr to Brechtel and James re Req for Payment of Atty Fees incurred on or before 12 31 23
2. Ltr to Brechtel and James re Req for Payment of Atty Fees incurred after 01 01 24
3. County-Financial-Policy



Christopher J. Bakes
2020 West El Camino Avenue, Suite 700
Sacramento, California 95833
Christopher.Bakes@lewisbrisbois.com
Direct: 916.646.8275

February 20, 2024

File No. 45394.02

VIA E-MAIL AND FED EX

Board of Supervisors for the County of Plumas,

via

Josh Brechtel, Esq.

[joshbrechtel@countyofplumas.com]

Sara James, Esq.

[SaraJames@countyofplumas.com]

Office of the County Counsel

County of Plumas

520 Main Street, Room 302

Quincy, California 95971-9115

Re: Request for Payment of Attorneys Fees incurred on and before December 31, 2023

To the Board, via County Counsel:

This is a request for the payment of all legal fees incurred on and before December 31, 2023, by Treasurer-Tax Collector Julie White in connection with matters associated with the discharge of her official functions and duties under circumstances where County Counsel was unable to render legal advice and services due to a conflict of interest, as that term is understood by the Rules of Professional Conduct 1.7 (particularly sub-parts (a), (b) and (c)). Government Code section 31000 supports payment of attorneys fees, as does the Board's own June 2023 precedent authorizing retroactive payments to third-party vendor MRG for "investigative" services directed at the Office of the Sheriff.

The basis for this request was presented by the undersigned on February 6, 2024, during the open session of the Board of Supervisors meeting that day (see <https://plumascoca.portal.civicclerk.com/event/1373/media>, 3:25:39–4:27:32), citing my letters dated January 23, 2024, February 5, 2024, and correspondence cited therein.

Board of Supervisors for the County of Plumas
Josh Brechtel, Esq.
Sara James, Esq.
February 20, 2024
Page 2

All invoices on which payment is requested are attached. The terms of engagement ("Engagement Letter") are also attached.

Very truly yours,

A handwritten signature in blue ink, reading "Christopher J. Bakes". The signature is fluid and cursive, with the first name "Christopher" and last name "Bakes" clearly legible.

Christopher J. Bakes of
LEWIS BRISBOIS BISGAARD &
SMITH LLP

CJB:amf
Enclosures:

- (1) 2023 table re 2023 fees
- (2) Engagement Letter

JULIE WHITE
Billed Legal Fees and Costs 2023

Month	Timekeepers / billable rate (p/h)	Activity	Time billed	Dollar value of time billed/costs incurred
2023				
September	J. Brooks (JB) \$190.00 p/h (discounted) C. Bakes (CB) \$425.00 p/h (discounted)	Activity billed by JB on following dates: 14, 15, 18, and 29.	JB: 3.9 hours	JB: \$741 Sub-total: \$741
October	J. Brooks C. Bakes	Activity billed by JB on following dates: 2, 3, 5, 6, 9, 11, 12, 13, 16, 20, 27, 30, 31 Activity billed by CB on following dates: 2, 3, 5, 6, 9, 11, 13, 16, 17, 18, 19, 20, 23, 24	JB: 9.6 hours CB: 60 hours	JB: \$1,824 CB: \$25,500 Costs incurred: \$85.78 Sub-total: \$27,409
November	J. Brooks C. Bakes	Activity billed by JB on following dates: 10, 13, 14, 17, 20, 22, 27. Activity billed by CB on following dates: 7, 8, 9, 10, 13, 14, 15, 17, 20, 21, 22, 27.	JB: 6.1 hours CB: 41.4 hours	JB: \$1,159 CB: \$17,595 Sub-total: \$18,754
December	J. Brooks C. Bakes	Activity billed by JB on following dates: 16, 19, 29. Activity billed by CB on following dates: 5, 7, 11, 20, 29	JB: .90 hours CB: 7.70 hours	JB: \$171.00 CB: \$3,272.50 Sub-total: \$3,442.50
				2023 Total: \$50,346.50



Christopher J. Bakes
2020 West El Camino Avenue, Suite 700
Sacramento, California 95833
Christopher.Bakes@lewisbrisbois.com
Direct: 916.646.8275

September 14, 2023

VIA ELECTRONIC MAIL ONLY

Julie White
E-Mail: julienortonwhite@gmail.com

Re: Engagement Letter

Dear Ms. White:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP ("LBBS" or "the Firm") and Julie White ("You"); 2) define the scope of the Firm's representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and You, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are LBBS and Julie White. No other person or entity shall be entitled to claim an attorney client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

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No attorney client relationship will exist between LBBS and You until You have executed the Agreement, nor will LBBS be obligated to provide legal services, until You have returned a signed copy of this Agreement and paid the initial retainer called for under Paragraph 8.

SCHEDULE "B":

RATE SCHEDULE AND COST/EXPENSE ITEMS SCHEDULE

A. Identification

Client(s): Julie White

Matter: Julie White v. Plumas County

B. Hourly rates for legal personnel

\$550 Partners

\$400 Associates with 4 or more years of practice

\$190 Associates with less than 4 years of practice

\$150 Paralegals

\$150 Law Clerks

C. Standard charges

We charge for our time in minimum units of .1 hours (6 minutes).

D. Costs and expenses incurred on Your behalf may include but are not limited to:

Process server fees	At cost
Filing fees or other fees fixed by law or assessed by public agencies	At cost
Meals	At cost
Parking	At cost
Travel expenses including e.g., lodging, air fare, taxis, public transportation, car rental, and meals	At cost
Facsimiles	\$.25 per page
Deposition costs	At cost
Experts, consultants or investigators	At cost
Computer Research	At cost, plus facilities surcharge (approximately \$5.00/minute)
Word processing support	\$35.00 per hour



Christopher J. Bakes
2020 West El Camino Avenue, Suite 700
Sacramento, California 95833
Christopher.Bakes@lewisbrisbois.com
Direct: 916.646.8275

February 20, 2024

File No. 45394.02

VIA E-MAIL AND FED EX

Board of Supervisors for the County of Plumas,
via

Josh Brechtel, Esq.
[joshbrechtel@countyofplumas.com]

Sara James, Esq.
[SaraJames@countyofplumas.com]

Office of the County Counsel
County of Plumas
520 Main Street, Room 302
Quincy, California 95971-9115

Re: Request for Payment of Attorneys Fees incurred on and subsequent to January 1, 2024

To the Board, via County Counsel:

This is a request for the payment of all legal fees incurred on and after January 1, 2024, by Treasurer-Tax Collector Julie White in connection with matters associated with the discharge of her official functions and duties under circumstances where County Counsel was unable to render legal advice and services due to a conflict of interest, as that term is understood by the Rules of Professional Conduct 1.7 (particularly sub-parts (a), (b) and (c)) and Government Code section 31000.6, as it applies to the elected treasurer-tax collector.

The basis for this request was presented by the undersigned on February 6, 2024, during the open session of the Board of Supervisors meeting that day (see <https://plumascoca.portal.civicclerk.com/event/1373/media>, 3:25:39–4:27:32), citing my letters dated January 23, 2024, February 5, 2024, and correspondence cited therein, and is submitted now in response to comments made by County Counsel recommending the submission of a request for reimbursement of fees incurred on and after January 1, 2024.

Board of Supervisors for the County of Plumas
Josh Brechtel, Esq.
Sara James, Esq.
February 20, 2024
Page 2

All invoices on which payment is requested are attached. This is a request for payments of fees going forward in an amount not to exceed \$50,000, based on the terms of engagement also attached. Should fees exceed that amount, a further request under Government Code section 31000.6 will be submitted. The terms of engagement ("Engagement Letter") are also attached.

Very truly yours,

A handwritten signature in blue ink, reading "Christopher J. Bakes".

Christopher J. Bakes of
LEWIS BRISBOIS BISGAARD &
SMITH LLP

CJB:amf
Enclosures:

- (1) 2024 table re 2024 fees
- (2) Engagement Letter

JULIE WHITE
Billed Legal Fees and Costs 2024

2024 [to and through February 13, 2024]				
Month	Timekeepers / billable rate (p/h)	Activity	Time billed	Dollar value of time billed/costs incurred
January-February	J. Brooks (JB) \$190.00 p/h (discounted) C. Bakes (CB) \$425.00 p/h (discounted)	Activity billed by JB on following dates: Jan. 2, 3, 8, 9, 11, 22, 23. Feb. 1, 2, 3, 5, 6, 9, 12, 13. Activity billed by CB on following dates: Jan. 1, 2 (including travel time), 3, 12, 16, 18, 22, 23, 25, 26, 29, 30, 31. Feb. 4, 5 (including travel time), 6 (including travel time), 12. Does not include time billed for Feb. 14-16.	JB: 23.00 CB: 76.60	JB: \$4,484 CB: \$32,555 Costs incurred: \$100.45 Sub-total: \$37,039
				2024 Total: \$37,139.45



Christopher J. Bakes
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Sacramento, California 95833
Christopher.Bakes@lewisbrisbois.com
Direct: 916.646.8275

September 14, 2023

VIA ELECTRONIC MAIL ONLY

Julie White
E-Mail: julienortonwhite@gmail.com

Re: Engagement Letter

Dear Ms. White:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP ("LBBS" or "the Firm") and Julie White ("You"); 2) define the scope of the Firm's representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and You, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

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Parking	At cost
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Facsimiles	\$.25 per page
Deposition costs	At cost
Experts, consultants or investigators	At cost
Computer Research	At cost, plus facilities surcharge (approximately \$5.00/minute)
Word processing support	\$35.00 per hour

1. PURPOSE

Promoting financial integrity is an important priority in the County of Plumas (the County). The following Financial Policies and guidelines establish the framework for the County's overall fiscal planning and management.

These policies set forth guidelines against which current budgetary performance can be measured and proposals for future programs can be evaluated.

These policies may be amended from time to time by a majority vote of the Board of Supervisors (the Board), except those sections that require a 4/5th vote to permanently change specific requirements. The Board may, however, by 4/5th vote, suspend or alter any of these specific requirements sections on a one-time-only basis for one year, without permanently amending these policies.

2. REVIEW AND REVISION POLICY

These Financial Policies will be reviewed annually and maintained by the County Administrative Office and the Auditor/Controller Office for appropriateness and comparability with other jurisdictions, or more frequently if a need for review is identified. See Appendix A: Maintenance of Policies.

3. BALANCED BUDGET POLICY

The provision of the California Government Code (County Budget Act, §29000 et al.) shall control the preparation, consideration, adoption, and execution of the budget of the County. The California State Controller's Office requires the County's budget to be balanced (*Accounting Standards and Procedures for Counties* manual, Chapter 2.37). The County shall annually prepare, adopt, and execute a budget for such funds as may be required by law or by sound financial practices and by generally accepted accounting principles. The budget shall control the collection of revenue and the expenditure of money for all County purposes during the ensuing fiscal year. The County budget shall be balanced within all available operating revenues, including fund balance, and adopted by the Board.

The County Administrative Office (CAO) is responsible for submitting an annual recommended budget to the Board for consideration and adoption, administering the adopted budget, and exercising continuous expenditure control. The CAO works closely with the Auditor/Controller in the preparation and execution of the budget.

4. BUDGETARY CONTROLS POLICY

The County Budget Act (Chapter 1, Division 3, Title 3 of the Government Code, Chapter 1. Budget and Tax Levy) controls the budgeting of governmental funds. Except as otherwise specifically provided in this policy, the County has elected to apply the same budgetary controls to proprietary funds.

Government Code (GC) Section 29125 and 29130 define actions which may be taken by the Board of Supervisors for transfers or revisions to the adopted appropriations and allows the Board to delegate certain authority to the CAO or Auditor/Controller. The County's Administrative Policy – Budgetary Authority and Procedure outlines the authorities of the Board per Government Code and serves to delegate certain authority to the CAO, Auditor/Controller and Department Heads. The County's Administrative Policy – Budgetary Authority and Procedures is available on the County Counsel's website.

Through County policy, certain limitations on revisions and transfers of appropriations are deemed necessary to maintain fiscal and budgetary controls, aside from those specified in the Government Code.

Per GC Section 29009, “In the recommended, adopted, and final budgets, the funding sources shall equal the financing uses.” This means that even though authorities exist to transfer appropriations or the otherwise make appropriations available, each governmental fund budget must remain in balance.

Per GC Section 25260 through 25261, the Board has the authority to create proprietary funds and to make funding available to maintain their solvency. Per GC Section 29141, the adopted budget shall include a schedule showing the managerial budget for each proprietary fund, but adjustments to the adopted budget are not covered in the County Budget Act and GC Section 29009 does not apply.

5. REVENUE POLICIES

The County is committed to fiscal sustainability through revenue diversification and stability to shelter the County from adverse fluctuations and economic downturns.

Revenue Diversification for Fiscal Sustainability

Generally, current revenues will fund current expenditures. The County will maintain a revenue system that is as diversified and stable as possible to protect programs and services from short-term fluctuations in any single revenue source and ensure that the County can continue those programs and services to its citizens.

The County shall strive to diversify its economic base by encouraging commercial and, in particular, industrial development and associated revenues. Such business and industry must be in accord with the plans and ordinances of the County, and their future economic impacts on governmental services must be accounted for with such funding mechanisms as impact fees and/or development agreements to provide fiscal sustainability.

Revenue Collection

The County’s single largest source of discretionary revenues is property taxes. The County’s goal is to maintain a secured property tax collection rate of at least 95% in the year levied.

The County will aggressively pursue collection on all accounts receivable including:

- Code violation fines
- Returned checks
- Services supplied to customers outside the County, such as cities or courts
- Delinquent note payments
- Payroll and/or benefit overpayments

The extent and costs of collection efforts should not outweigh the amount due. There are circumstances in which collection is not possible. Government Code Sections 25257 through 25259 establish a procedure for applying for and granting discharges of accountability by the Board.

Fees and Charges

All fees established by the County for licenses, permits, fines, services, applications, and other miscellaneous charges shall, whenever possible and within the law, be set to recover all or the maximum reasonable portion of the County's expense in providing the associated service. These fees shall be reviewed annually by the County departments sponsoring the fees and any changes or proposed new fees will be brought before the Board for approval at a public hearing by late April annually and be effective the first day of July. Excepted from this requirement are only those fees for which there is a statute that mandates the imposition and amount of the fee. If the fee is property related, California Constitution Article XIII C and XIII D limit the manner in which the County is permitted to impose fees and assessments and sets forth specific procedures to be used with regard to imposing such fees.

Each proposed fee must have statutory or other authority for the County to charge the fee. Each department will identify the authority and develop the formula or methodology used to determine the cost of the service for which the fee is being charged. Additionally, each department is responsible for determining the statutory notice requirements and adoption procedures (including timely publishing of any required hearing notice and an affidavit of publication) and submitting an agenda item proposing the establishment or changes of the fees that will be discussed during the scheduled public hearing.

A fee or charge must reflect the direct and indirect costs of providing the product, services, or enforcement of regulations. Indirect costs shall be limited to those items that are included in the United States Office of Management and Budget Title 2, Code of Federal Regulation (CFR), Subtitle A, Chapter II, part 225, referred to as 2 CFR 225 standards.

The County Administrative Officer, Auditor/Controller, and County Counsel shall review all new and changed fee requests before they are submitted to the Board to ensure statutory compliance and uniformity among departments which charge fees for similar County services and products.

In the documents submitted to the County Administrative Office, Auditor/Controller, and County Counsel for review, departments must clearly describe the authority and the formula or methodology used to determine the fees and the procedures for their collection, including late charges and penalties. If any fee reflects less than the total cost of the service, the department shall provide compelling justification for recommending only partial cost recovery.

In reviewing proposed fees, the Auditor/Controller will first look at the authority for the fee to make sure it does not set limits on the fee. The fee is then examined to determine the reasonableness of the methodology used to develop it.

County Counsel will review fees to determine if they are consistent with applicable laws, regulations, and ordinances, such as Proposition 218. If there is no code or other authority, then County Counsel will use the 2 CFR 225 standards to evaluate fee compliance.

The County Administrative Office must review and approve the final proposed fees or fee changes prior to the scheduling of a hearing date.

New fees or fee changes approved by the Board will be posted on the County's Master Fee Schedule by the County Administrative Office and located on the CAO website at the beginning of each fiscal year.

Federal, State and Other Grants

The County shall aggressively pursue all grant opportunities. However, before accepting grants, the County will consider current and future implications of both accepting and rejecting the funding. All potential grants shall be carefully examined by the submitting department for matching requirements (both dollars and maintenance-of-efforts and in-kind matches), and funding sources identified for the out years once grant funds are reduced or eliminated.

Future funding obligations required by grants must be identified prior to grant acceptance by the Board. The County shall seek grants and other funding opportunities which provide maximum leverage of County monies while minimizing commitments requiring recurring County fiscal expenditures.

Sunset provisions will be required on all grant program initiatives and incorporated into other service plans, as appropriate. In the even of reduced grant funding, County resources may be substituted only after all program priorities and alternatives have been considered, and only if recommended by the CAO.

Use of One-time Revenue/One-time Expenditure Savings

One-time revenue and/or one-time expenditure savings, in excess of the unrestricted fund balance target, may be used for non-recurring expenditures, if not needed for funding current critical operations or sustaining targeted reserve levels. Such savings shall not be used for on-going operations unless explicitly approved by the Board.

Restricted Revenues

Restricted revenues (such as Medicaid funds or Asset Forfeiture funds) shall only be used for the purpose intended. The County will comply with all limitations and restrictions imposed by the funding source.

Sale of County Land

The proceeds net of expenses of the sale of County land shall be deposited into the County Future Construction Fund and, unless otherwise directed by the Board of Supervisors, should be used for future capital projects.

6. FUND BALANCE AND RESERVES

The purpose of this Fund Balance Policy is to build and maintain an adequate level of unrestricted fund balance, along with Strategic and General Fund Pension Trust reserves, to support the day-to-day County operations in the even of unforeseen shortfalls or an emergency. The Strategic and General Fund Pension Trust reserves are not intended to replace a permanent loss of funds or eliminate an ongoing budget gap. This Fund Balance Policy will be implemented in conjunction with the other financial policies of the County and is intended to support the goals and strategies contained in those related policies and in strategic and operational plans.

Fund Balance Defined

The Government Accounting Standards Board (GASB) issued Statement No. 54, Fund Balance Reporting and Government Fund Type Definitions. The objective of this Statement is to improve the usefulness, including the understandability, of governmental fund balance information. The Statement provides more clearly defined categories to make the nature and extent of the constraints placed on a government's fund balance more transparent.

The fund balance is reported in five categories:

- Non-spendable: Amounts that cannot be spent because they are:
 - Not in a spendable form (i.e., assets that will never convert to cash), or
 - Legally or contractually required to be maintained intact.
- Restricted: amounts are restricted by external parties (i.e., creditors, grantors, contributors, law/regulations of other governments, or restricted by law through constitutional provisions or enabling legislation).
- Committed: Amounts that can only be used for specific purpose pursuant to constraints imposed by formal action of the Board. Those committed amounts cannot be used for any other purposes unless the Board removes or changes the specified use by Board resolution. The Board action to commit funds during any given year must occur prior to fiscal year end.
- Assigned: Amounts are earmarked for an intended use.
- Unassigned: A residual classification for the General Fund that encompasses all fund balances not contained in other classifications. The General Fund is that only fund that can report a positive unassigned fund balance. In the event that the County has a positive unassigned fund balance, the excess may be used for any lawful purpose, but it is recommended that first priority shall be to ensure that sufficient resource are committed to reach the targeted funding level of the Strategic Reserve.

Fund balances occur only in governmental funds; therefore, the term fund balance does not apply to proprietary (including enterprise and internal service funds) or fiduciary funds.

General Fund Unrestricted Fund Balance

The County must be prepared for unforeseen events or economic uncertainties that could result in additional expenditure requirements or loss of revenue by establishing and maintaining a prudent level of unrestricted fund balance. Unrestricted fund balance consists of committed, assigned, and unassigned fund balance categories. Unrestricted fund balances are either unconstrained or the constraints are self-imposed, so they could be lifted in order to make fund balances available for other purposes. The County strives to maintain the General Fund unrestricted fund balance at a target level equivalent to no less than 16% (approximately two months working capital) of the most recent audited General Fund operating revenues.

Replenishment

Should the County have a need to use monies from the unrestricted fund balance, and the funding level of the unrestricted fund balance falls below the 16% target level, then the CAO shall present a plan to be approved by the Board to replenish the unrestricted fund balance to be appropriate target level within twenty-four (24) months thereafter. The Board may choose to extend the timeframe to replenish the unrestricted fund balance if the Board finds that it is in the County's best interest to do so.

General Fund Reserves

In addition to maintaining a responsible unrestricted fund balance level, the County shall also strive to maintain General Fund reserves at a level that will adequately protect the fiscal health and stability of the County. The County's General Fund will maintain the following reserves:

Strategic Reserve

The County's Strategic Reserve is comprised of Committed fund balance and considered a stabilization arrangement. The Board strives to commit an amount equivalent to no less than 8% (approximately 30 days of working capital) of the most recent audited General Fund operating revenues. The purpose of this reserve is to :

- a. Provide resources to make up for temporarily decreased revenues that result from State and Federal budget actions;
- b. Provide temporary resources in the event of an economic downturn;
- c. Provide resources in the event of a disaster or emergency declared by the Board of Supervisors, the state, or the federal government, for disaster costs or costs associated with emergencies;
- d. Absorb liability settlements in excess of available resources.

The amount determined will be classified as "committed" from the total amount of available Fund Balance to the Strategic Reserve prior to appropriation for all other funds. This amount shall be committed annually by the Board as part of the recommended budget approval process.

Annual commitment of funds to the Strategic Reserve shall be approved by the Board during the Annual Budget Hearings. In the event funds are to be appropriated to cover essential core functions of the County, the access of funds shall be determined by the Board by a four-fifths vote during the annual Budget hearings or during action on the Mid-Year Budget Report. If there is a declared local, state, or federal government disaster or emergency, then the Board, by the four-fifths vote, may access the strategic reserve at a regularly scheduled Board meeting.

The monies committed to the Strategic Reserve are only to be used for the purposes stated above. If the funding level for the Strategic Reserve falls below the 8% target level, the CAO shall present a plan to be approved by the Board to replenish the Strategic Reserve within twenty-four (24) months thereafter. The Board may choose to extend the timeframe to replenish the Strategic Reserve if the Board finds that it is in the County's best interest to do so.

General Fund Pension Trust^[SG1]

The County maintains an Internal Revenue Code Section 115 irrevocable trust for the purpose of funding pension expenses. Funds held within this trust are considered restricted assets and can only be used for the purpose of funding pension costs of the County. There shall be no targeted funding level for this trust.

7. OPERATING BUDGET POLICIES

The budget is intended to weigh all competing request for County resources within projected fiscal constraints. All departments will participate in the budget process with responsibility for meeting County policy goals and ensuring long-term financial health. Future departmental service plans and program

initiatives will be developed to reflect current County policy directives, projected resources, and future service requirements.

Fund Balance Level – General Fund

The ratio of unrestricted fund balance and Appropriations for Contingencies budget as a percentage of the General Fund expenditure indicates the ability of the County to cope with unexpected financial problems or emergencies and to avoid potential service disruptions caused by revenue shortfalls. The larger the General Fund's unrestricted fund balance and contingencies, the greater the County's ability to cope with financial emergencies and fluctuations in revenue cycles.

As mentioned before, the County strives to achieve and maintain the unrestricted fund balance and Appropriations for Contingencies budget at a level equivalent to a minimum of two months of actual regular General Fund operating expenditures or operating revenues as recommended by the Government Finance Officers Association (GFOA). This level should be funded for each upcoming fiscal year from prior year unrestricted fund balance before any one-time needs are addressed.

Appropriation Levels

Spending authority level are not guaranteed from one fiscal year to another. At the start of the annual budget process, the CAO, in consultation with the Board, shall determine the maximum allocations (expenditure targets) for each General Fund department, based on detailed reviews of spending needs, priorities, expected results, and long-range revenue and expenditure forecasts, thereby limiting the rate of budgetary growth to address the issues of sustainability.

The appropriation levels for funds outside the General Fund shall be determined in a similar manner by the appropriate department heads, in conjunction and with approval from the CAO.

Current Revenues Should Be Sufficient to Support Current Expenditures

Ongoing operational costs should be supported by ongoing, stable revenues whenever possible. Unassigned fund balances, if not needed for current critical operations or contingencies/reserves, should only be used for one-time expenditures such as unanticipated emergencies, projects and equipment.

Revenue and Expenditure Projections

In order to improve financial planning and decisions, the CAO's office will, at a minimum, prepare an annual budget and three to five-year projections of revenues and expenditures for all General Fund County departments. Such projections may be made for other funds whenever possible. All revenue projections shall be conservative in nature.

In addition, the CAO's office will submit an annual Mid-Year Budget Report to the Board that compares the revenues recognized and expenditures obligated to Current Modified Budgeted amounts and identify any challenges that need to be addressed by the end of the fiscal year.

Alternative Means of Service Delivery

Alternative means of service delivery will be evaluated to ensure that quality services are provided to citizens at the most competitive and economical cost. Departments, in cooperation with the CAO, will identify activities that could be proved by another source and review options/alternatives to current

services delivery. The review of services delivery alternatives and the continuing need for the service will be performed at least annually as part of the budget process or on a more frequent “opportunity” basis by the CAO’s Office and departments, using the Government Code where applicable.

Funded Positions

All allocated positions should be fully funded on an annualized basis by an identifiable revenue sources. Any filled or vacant position that becomes unfunded or under-funded will be either fully funded by an alternative revenue source, frozen, or deleted, unless specifically exempted by the CAO. If such actions result in a reduction of force, the process will be conducted in accordance with procedures administered by the Human Resources Department. Any payroll liabilities costs will be funded from within the affected County department whenever possible or from another source as approved by the CAO.

Additional personnel will only be requested to meet program initiatives and policy directives, after service needs have been thoroughly examined. It must be substantiated that additional staffing will result in increased revenue or enhanced operating efficiencies. To the extent feasible, personnel cost reductions will be achieved through attrition. Additional positions will not be approved unless their fully annualized cost can be supported within the County department’s current appropriation, or if the CAO approves other funding.

Reclassifications, with appropriate justification, will be approved only when the fully annualized additional cost can be supported within the County department’s current appropriation, or if the CAO approves an alternate funding source.

Agreements

Departments shall not recommend for approval by the Board any agreements that commit the County to expenditures for which funding is not identified in the current fiscal year or future years (i.e., multi-year agreements), unless specifically recommended by the CAO.

Maintenance of Capital Assets

The budget should provide sufficient appropriations for regular repair and maintenance of capital assets to protect the County’s capital investments and to minimize future maintenance and replacement costs. The CAO’s Office is responsible for determining the level of appropriations needed.

Capital Asset Replacement Programs

The County will stive to establish and maintain replacement programs, including reserves, for technology and vehicles to stabilize requests and maintain efficient and up to date technology-related equipment and vehicles.

Transfers from the General Fund

General Fund transfers to other funds are resources intended to address cash flow issues and are expected to repaid to the General Fund in the future, with interest, at the County’s Treasury Pool rate. Should the receiving fund accumulate an unassigned fund balance, the responsible department shall notify the CAO’s Office. The CAO’s Office and the Auditor/Controller’s Office will coordinate to adjust the unassigned amount to first repay the General Fund advance before any of it is used for other purposes. As stated

before, at the time of eliminating and closing a fund, all assets funded by the General Fund revert to the General Fund unless prohibited by applicable Federal, State or local law.

Assumption of Program Costs

The County's general policy is to eliminate programs when Federal, State, or other grant funding is terminated. Limited exceptions may be approved by the Board only.

Department Carry Forwards

As an incentive, the CAO may grant General Fund departments the option of requesting a carry forward of unanticipated revenues and/or unspent appropriations from one fiscal year to the next, not to exceed 50% of net savings of budgeted Net County Cost, unless economic conditions are such that the CAO determines that a lesser amount shall be retained by departments or all of the balance shall fall to the General Fund unassigned fund balance or contingencies. The carry forward funding should only be used for one-time expenditures as recommended by the CAO during the budget process.

Use of Contingencies

Any governmental fund can budget for contingencies. Departments can request funding for unanticipated expenditures or unfunded projects. If such a situation arises in a fund outside the General Fund, and that fund does not have the budget for contingencies, then General Fund appropriations for contingencies can be used to transfer funds to any department outside the General Fund. Any request for use of Appropriations for Contingencies must be submitted via Board agenda item, and submitted by the responsible department and approved by the CAO before being put on the agenda. The Board must approve all requests for contingency funds by a 4/5th vote. Any contingency funds used within the General Fund during the fiscal year shall be replenished the following fiscal year or at the discretion of the CAO.

Use of Reserves

Per the County Budget Act (Government Code §219130), at any regular or special meeting, the Board by a 4/5th vote may make available for appropriation any of the following fund balances for which the Board has authority:

- Restricted, committed, assigned, and unassigned fund balances, excluding general reserves and non-spendable fund balance.
- Amounts that are either in excess of anticipated amounts or not specifically set forth in the budget derived from any actual or anticipated increases in financing sources.

Any portion of fund balance designated as general reserves during the budget process is inaccessible until the next annual budget. The exception is that after adopting a resolution by a 4/5th vote declaring an emergency at any regular or special meeting, the Board may appropriate and make expenditures necessary to meet that emergency (Government Code §29127).

Budget Performance Monitoring

The CAO maintains ongoing contact with the department fiscal officers in the process on implementation and execution of the budget. The CAO exercises appropriate fiscal management as necessary to operate within the limits of the adopted budget.

8. CAPITAL IMPROVEMENT PROJECTS POLICIES

Capital Improvement Projects are defined as infrastructure acquisition or maintenance or construction projects costing \$100,000 or more or major equipment acquisition or maintenance costing \$100,000 or more, with an estimated useful (depreciable) life of five years or more. Improvements or maintenance projects below stated parameters are considered to be ordinary in nature and can be included in the departments budgets.

Capital Improvement Project Plan Preparation

In order to meet the County's debt ratio targets, to schedule debt issuance, and to systematically improve the County's capital infrastructure, each year the Department of Facility Services will prepare and submit to the Board for adoption, a three, five, or ten-year Capital Improvement Plan (CIP). The first year of each three-year plan will be the next year's capital plan. Whenever possible, the CIP will include, in addition to current major operating maintenance expenditures, adequate funding to support repair and replacement of deteriorating infrastructure in an effort to ensure that it will the expected lifetime.

Coordination with Operating Budget

Capital improvement lifecycle costs will be coordinated with the development of the Operating Budget. Future operating, maintenance, and replacement costs associated with new capital improvements will be forecast, matched to available revenue sources, and included in the Operating Budget. Capital project contract awards will include fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.

Pay-As-You-Go Capital Improvement Funding

The County is committed to funding a significant portion of capital improvements with funds that are dedicated to that purpose. Additional one-time General Fund contributions may be made to help finance specific projects, from Unassigned Fund Balance not needed for current critical operations or planning for emergencies.

Should such dedicated funding be unavailable, Capital Projects reserves not needed for critical operations or emergencies may be used to support existing projects that had been scheduled to receive the funds.

Whenever possible, funding from other governmental entities should be solicited and used to finance capital improvements that are consistent with CIP and whose operation and maintenance costs have been included in operating budget projections.

High Priority Projects

A high priority shall be placed on capital improvements or replacements when assets have deteriorated to the point of becoming hazardous, incurring high maintenance costs, negatively affecting property values, becoming dysfunctional for their intended purposes, and/or adversely affecting service delivery to the public.

Deferred or Incomplete Projects

Unexpected one-time funds from deferred or incomplete capital projects can be carried forward to the next fiscal year.

Capital Projects Reserves

Any balance in the Capital Projects Fund remains until a need is identified. Some portion of the fund balance must remain available in order to address unforeseen circumstances. The County's policy of funding a large portion of capital expenditures by pay-as-you-go further enhances debt management.

9. DEBT POLICIES

The County's debt policies ensure sound and uniform practices for issuing and managing debt. As the demand for public sector investment and infrastructure continues to grow, the issuance of debt has become an increasingly important component of local government capital obligations. Accordingly, these policies confirm the commitment of the Board of Supervisors, staff, advisors, and other decision-makers to adhere to sound financing management practices with the following objectives:

- Establish a systematic and prudent approach to debt issuance and debt management.
- Ensure access to debt and capital markets and direct purchase investors (private placement providers) through prudent and flexible policies.
- Define specific limits or acceptable ranges for General Fund-supported debt.

Delegation of Authority

Government Code section 53635.7 requires all borrowing be placed on the Board agenda as a separate item of business. Policy implementation and the day-to-day responsibility for and authority over the County's debt program will lie with the CAO and the Auditor/Controller, with participation by County Counsel and other departments, as necessary. The CAO and Auditor/Controller will be supported on an as-needed basis by other members of the financing team and a Financial Advisor^[SG2]. The services of other outside consultants may be obtained, as necessary.

Debt Management

While the issuance of debt is frequently an appropriate method of financing capital obligations, and sometimes appropriate for certain other obligations, it also entails careful monitoring of such issuances to ensure that the agency does not commit beyond its resources. Debt commits the County's revenue several years into the future and limits its flexibility to respond to changing service priorities, revenue inflows, or cost structures.

Applicable Law

County debt issuances shall comply with all applicable Federal, State, local and securities and tax laws, and these policies.

Debt Limit

State law sets limits on the amount of voter-approved General Obligation debt the County can use at 1/25% of assessed valuation^[SG3]. There are not legal limits on the amount of General Fund-supported Lease Revenue Bonds or Certificate of Participation.

For General Fund lease obligations, including COPs/Lease Revenue Bond, the County has set the maximum limit on annual debt service payments (principal and interest) at 10% of total General Fund

expenditure, unless the Board determines that a higher limit is necessary to address compelling need in any given year.

When calculating the above ratios, self-supporting debt such as General Obligation (GO) Bonds, tax allocation or special tax-supported bonds, and enterprise revenue bonds, as well as short-term debt including Tax and Revenue Anticipation Notes (TRANS) and other notes, should not be included. Likewise, the ratios should not include any Pension Obligation Bond debt service or the County's Other Post-Employment Benefits (OPEB) unfunded actuarial accrued liabilities.

Use of Debt

The use of debt by the County will be based on the long-term needs of the County and the amounts needed for capital asset acquisitions and other uses as determined by the Board through the budget process. In determining whether or not to issue debt, the Board will consider, among other things, the compelling necessity for financing capital outlay or other obligations of the County, the impact of additional debt on the County's credit rating, and the recommendations of the CAO and Auditor/Controller.

The County shall assess the impact of new debt issuance on the long-term affordability of all outstanding and planned debt issuance in the context of each new financing. Such analysis recognizes the County has limited capacity for debt service in its budget and that each newly issued financing will obligate the County to a series of payments until the debt is paid. The County will maintain a Debt Affordability Model (DAM), that calculates the historical and current ratios cited above. The DAM will also include projections for future ratios based upon existing debt levels and various financial and economic assumptions. The DAM will be utilized as a planning tool and updated in advance of each financing.

As part of the analysis, the CAO and Auditor/Controller offices, shall cooperatively examine various specific statistical measure, using readily available data, to evaluate debt capacity and relative debt position and may compare these ratios to other counties, rating agency standards, and the County's historical ratios to evaluate debt affordability. These measures may include:

- Net direct bonded long-term debt as a percentage of assess valuation (Debt per AV)
- Debt service as a percentage of noncapital Governmental Funds expenditures (Carrying Charge)
- Net direct bonded long-term debt as a percentage of the County's population (Debt Per Capita)

Short-Term Debt

Short-term may be issued for many of the same purposes as long-term borrowing as well as for temporary cash flow shortages. Different forms of short-term debt may be utilized, including, but not limited to, Tax and Revenue Anticipation Notes (TRAN), Commercial Paper, lines of credit, or other forms of short-term financing. TRANS are typically issued to help bridge temporary cash flow shortages. Commercial Paper, lines of credit, or other short-term financing instruments like Bond Anticipation Notes, may be utilized to fund capital projects on an interim basis in anticipation of long term financing.

Long-Term Debt

The County will consider utilizing debt financing for capital acquisition and improvement projects and capital asset equipment purchases under the following circumstances:

- When the project is included in the County's Capital Improvement Plan.
- When the project is not included in the County's Capital Improvement Plan, but has been identified as an emerging critical need whose timing was not anticipated in the Capital Improvement Plan, or is a project mandated immediately by State or Federal requirements.
- When the project's useful life, or the projected service life of the equipment, will be equal to or exceed the term of the financing.
- When there are designated revenues sufficient to service the debt, whether from project revenues, other specified and reserved resources, or infrastructure cost-sharing revenues, or where the General Fund has the capacity to service the debt.

The County may also consider issuing Pension Obligation Bonds (POBs), which are financing instruments that would be used to pay some or all of the County's unfunded pension liability, which itself is a form of "debt" owed to the retirement plan. POBs must be issued on a taxable basis, and the proceeds would be transferred to the Plumas County Employees' Retirement Association (TCERA) as a prepayment of all or part of the County's unfunded actuarial accrued pension liabilities (UAAL). The proceeds would then be invested by TCERA.

POBs would be used to refund at least a portion of the County's UAAL at a lower interest rate to achieve cost savings and would be issued only after careful consideration by the Board of potential benefits and risks. Considerations would include:

- The interest rate spread between the expected borrowing rate for the POBs and the assumed rate of return on retirement plan investments.
- Investment risk associated with the investment of POB proceeds.
- Issuing a sufficient amount of POBs to generate market interest.
- The County's overall pension burden, including both POB debt and UAAL.

Generally, the following criteria may be used by the CAO and the ACTTC to evaluate funding options for capital improvements and other multi-year obligations and make recommendations to the Board:

- Factors that favor pay-as-you-go:
 - Current revenues and adequate unassigned fund balances are available.
 - Payoff can be accomplished over time.
 - Debt levels would exceed County affordability targets.
- Factors that favor long-term financing:
 - Revenues available for debt service are considered sufficient and reliable so that long-term financing can be marketed with the highest possible credit rating.
 - Market conditions present favorable interest rates and demand for governmental financings.
 - A project/payoff is mandated by State or Federal requirements, and current revenues and fund balances are insufficient to meet costs.
 - A project is immediately required to meet or relieve capacity needs, and no resources are currently available.

There are many different types of long-term debt instruments available. Depending on the specific circumstances, the County will consider using the most appropriate type of financing instruments, including, but not limited to:

- General Obligation Bonds (voter-approved)
- Revenue Bonds
- Certificates of Participation/Lease Revenue Bonds
- Pension Obligation Bonds
- OPEB Bonds
- Mello-Roos Community Facilities District Bonds
- Other Bonds
- Other Loans

Long-term debt will not be issued for current operational costs or for recurring uses. Revenue surpluses may be used to pay the debt off early to save interest charges.

Refunding of Indebtedness

The County may issue advance or current refunding bonds (as defined for federal tax purposes) when advantageous, legally permissible, and prudent. The County also may choose to refund outstanding indebtedness when existing bond covenants or financial structure impinge on prudent and sound financial management. In general, current refundings should only be done if value savings are not less than 3.0% of refunded par amount (accounting for debt service reserve fund earnings), and advance refundings should only be done if present value savings of 5% or more of refunded par amount can be achieved.

Adjustments to savings thresholds for both advance refunding and current refundings may be justified based on:

- The length of time from the call to maturity. The longer the time to maturity, the higher should be the savings threshold. Conversely, a shorter time to maturity may justify a lower savings threshold.
- Interest rates at the time of the refunding relative to historical markets. In low-interest rate markets, a lower threshold may be justified, while a higher threshold would be justified in high-interest rate markets. Generally, refunding transactions should not extend the final maturity of the existing financing, net of any reserve fund offset. The County may consider shortening the term of the originally issued financing to realize greater interest savings.

Credit Enhancements

The County shall seek to use credit enhancements (letters of credit, bond insurance, surety bonds, etc.) when such enhancements prove cost-effective. The use of credit enhancements must meet the County's debt financing goals and objectives.

Credit Worthiness

The County places a high priority on maintaining the highest possible credit ratings for all categories of short and long-term debt in order to achieve the lowest possible borrowing interest rates.

Conduit Financing

The County may sponsor conduit financing (financing for private projects with identified public benefits issued by a governmental agency) for other governmental entities that are consistent with the County's

overall service and policy objectives. All conduit financing must insulate the County to the maximum extent possible under the circumstances from any credit risk or exposure and from all other liability exposure and must be approved by the County Board of Supervisors.

Debt Repayment

The County commits to full and timely repayment of debt. Debt will be structured to accommodate fair allocation of costs to both current and future beneficiaries of the financed capital project. The duration of repayment shall not exceed the economic or useful life of the capital project to be financed.

Revenue surpluses may be used to pay debt off early to save interest charges.

Relationships within the Financial Community

The County places a high priority on maintaining good working relationships with credit rating agencies, investors, and others in the financial community who are involved with the County's long-term debt. The County will provide full and open financial disclosures with these partners.

Professional Assistance

The County will use the services of independent Financial Advisors and Bond Counsel for all debt financing. Other professional services may include disclosure counsel, underwriting, trustee, verification agent, escrow agent, arbitrage consulting, and special tax consulting. The goal in selecting service providers is to achieve a good balance between cost and service.

Due Diligence

The County will conduct "due diligence" meetings with all relevant County staff and consultants prior to the issuance of new bonds and notes. A Preliminary Official Statement will be released to the market only after the completion of the "due diligence" meetings.

Method of Sale

The County's goal is to protect the public's interest by obtaining the lowest possible interest cost. To obtain that goal, the County may use a competitive, negotiated, limited-competitive, or private placement (direct purchase) method of sale. The appropriate method shall be determined on a case-by-case basis.

Before selecting a method of sale for public offerings, the financing team shall take into consideration the current market, the issuer's characteristics, and the proposed bond structure. Market considerations will focus on the supply and demand of the competing issuances. Issuer characteristic considerations will include market familiarity, credit strength, and policy goals. Bond structure considerations will include the type of debt instrument, issue size, structure, and timing.

The County prefers the use of a competitive method of sale for public offerings, where feasible.

Investment of Bond Proceeds

Investments of proceeds shall be consistent with Federal tax requirements, the County's Investment Policy as modified from time to time, and requirements of the governing bond documents.

Derivatives

A derivative product is a financial instrument that derives its own value from the value of another instrument, usually an underlying asset, such as a stock, bond, or an underlying reference such as an interest rate. Derivatives are commonly used as hedging devices in managing interest rate risk to mitigate risk and borrowing costs. These products bear certain risks not associated with standard debt instruments. Derivative products should only be employed after careful evaluation of potential benefits and risks with prior Board approval and with the adoption of a separate Derivatives Policy, intended to protect the County.

The County prefers not to use derivative products.

Post Issuance Compliance

The County will comply with certain post-debt issuance compliance requirements, including, but not limited to, Continuing Disclosure requirements, as stated in specific financing documents, and arbitrage regulations. Generally, tax-exempt financing issues are subject to IRS arbitrage rebate requirements. These requirements specify that any profit or arbitrage be rebated to the Federal Government. Rebate computations are typically required every five (5) years and upon final redemption, maturity, or refunding of the bonds. Any excess earnings are required to be rebated to the Federal Government. The County will also comply with any post-debt issuance reporting requirements of State law, including, but not limited to, the annual report to the California Debt and Investment Advisory Commission required by Government Code section 8855(k)(1).

New Financing Methods and Techniques

This policy is not intended to hinder the County's use of any new financing techniques that may arise. Proposals for new financing methods or structures not included in this Policy should be addressed to the CAO and Auditor/Controller for consideration and, if necessary, referred to the County's Financial Advisor for evaluation. This policy should then be amended to reflect any new financing techniques recommended and approved by the Board

Use of Debt Proceeds

The CAO, the Auditor/Controller, and other appropriate County personnel shall implement Internal Control procedures outlined below to ensure that the proceeds of the proposed debt issuance will be directed to the intended use:

- Monitor the use of Debt proceeds, the use of Debt-financed assets (e.g., facilities, furnishings, or equipment), and the use of output or throughput of Debt-financed assets throughout the term of the Debt to ensure compliance with covenants and restrictions set forth in applicable County resolutions and Tax Certificates. Monitoring will include providing an annual report to the Board of Supervisors;
- Maintain records or contracts identifying the assets or portions of assets that are financed or refinanced with proceeds of each issue of Debt and to document compliance with all covenants and restrictions set forth in applicable County resolutions and Tax Certificates. An applicable Record Retention Policy will be maintained by the ACTTC; and

- Consult with Bond Counsel or other professional expert advisors in the review of any contracts or arrangements involving use of Debt-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable County resolutions and Tax Certificates.

10. INVESTMENT POLICIES

The Treasurer/Tax Collector Investment Policy Statement for the Pooled Investment Fund is presented annually to the Treasury Oversight Committee for review and to the County Board of Supervisors for approval as recommended by California Government Code §53646 and §27133 and shall remain in effect until the succeeding policy is adopted. This policy has been researched, prepared, and written under the direction of the Treasurer/Tax Collector County of Plumas. Each issue addressed in this policy is considered to be of timely and significant importance to the administration of the investment portfolio. The purpose of the investment policy is to facilitate the accomplishment of the goals and objectives of the Treasurer with regard to the investment of idle funds, to provide a framework within which to carry out the business of administering and investing the idle funds of the Treasury, and to improve communications at all levels between those involved and those interested in the process of investing and administering the idle funds of the Treasury.

Treasury Pool

The Treasurer/Tax Collection oversees the Pooled Investment Funds (the Pool) which includes funds belonging to local school districts and many local special districts in addition to County funds.

County Treasury Oversight Committee

The Board of Supervisors, in consultation with the Treasurer/Tax Collector has created a County Treasury Oversight Committee to promote the public interest by involving depositors in the management of their funds and by enhancing the security and investment return of their funds through the establishment of criteria for the withdrawal of funds. The County of Plumas Treasury Oversight Committee shall annually review and monitor the Investment Policy and cause an annual audit to determine the Treasurer's compliance with the Investment Policy. Nothing in this policy shall be construed to allow the County Treasury Oversight Committee to direct individual investment decisions, select individual investment advisors, brokers or dealers, or impinge on the day-to-day operations of the County Treasury.

County Investment Policy Goals

The Treasurer/Tax Collector's primary goals for the investment of idle funds (the portfolio) are, in order of priority as per California Government Code §§27000.5 and §§53600.5:

1. Safety – Safety of capital shall mean the safeguarding of capital through the selection of investments and investing procedures to best protect against loss arising from default, fraud, or error. This objective will be obtained through diversification and investment in securities of high quality to minimize credit risk and loss of principal.
2. Liquidity – The investment portfolio shall remain sufficiently liquid to enable the Treasury Pool to meet the operating requirements of its participants which might be reasonably anticipated and shall always have the ability to convert sufficient securities in the portfolio to cash to meet contingency needs.

3. Yield – The investment portfolio shall be designed with the objective of attaining the highest rate of return, taking into consideration income preservation, current market conditions, the present phase of the market cycle, both present and future cash flow needs, and the other primary goals of Safety and Liquidity.

Performance measurements are laid out in the Annual Investment Policy and are measured from time to time throughout the year.

Treasurer's Quarterly Investment Report

The Treasurer/Tax Collector provides a quarterly Investment Report to the Board of Supervisors, County Administrative Officer, the County Auditor, and the Oversight Committee, within thirty (30) days following the end of the quarter covered by the report. The quarterly investment report contains, but is not limited to, the following investment information:

- A. The type of investment, name of issuer, date of maturity, par and dollar amount invested in all securities, investments, and monies:
- B. A description of any funds, investments that are under the management of contracted parties:
- C. The market value as of the date of the report, and the source of this valuation for any security within the treasury or under management by contract;
- D. The weighted average maturity of investments within the treasury;
- E. Purchase dates, book values, and current credit rating of issuers;
- F. Yield to maturity;
- G. Overall portfolio yield based on cost;
- H. Statement that the portfolio is in compliance with the Investment Policy or the manner in which the portfolio is not in compliance;
- I. A statement denoting the County's ability to meet its expenditure requirements for the next six months, or an explanation as to why sufficient money shall not be available.

In addition, an annual audit of the portfolios, procedures, reports, and operations related to the Pool will be conducted in compliance with California law.

Treasury Pool Investment Guidelines

The Treasury Pool Investment Guidelines are available online or by request from the Treasury Division.

11. FINANCIAL REPORTING POLICIES

The County's accounting and financial reporting systems will be maintained in conformance with all State and Federal laws, generally accepted accounting principles (GAAP), GASB standards and recommendations, and recommended practices of the GFOA.

Level of Accountability

The County strives to maintain the highest level of accountability expected by any major stakeholder group. The degree of accountability is measured by the extent to which:

- Resources are acquired and used effectively and efficiently.
- Laws and regulations are complied with.
- Results are appropriately reported to demonstrate good stewardship.

Accountability should extend to all levels of the County organizational structure.

Financial Reporting

Financial transactions will be recorded and summarized into financial reports in accordance with GAAP. The ACTTC will prepare a Comprehensive Annual Financial Report (CAFR) of the County's financial position and changes in financial position in conformity with GAAP.

Internal Controls

County management is responsible for maintaining adequate internal controls to obtain reasonable assurance that long-term County goals are achieved efficiently and in compliance with law.

County accountant-auditors (as available) or outside auditors may be called upon to validate financial data reported by departments and may be asked to make recommendations to improve controls when appropriate. The CAO will determine the source of funding for requested financial audits.

The risk of non-accountability should be periodically assessed countywide and mitigated through audits.

Independent Audits

An annual independent audit of the CAFR will be conducted in accordance with GAAP. All material audit findings and recommendations, whether arising from internal or external audits, shall be reported to the Audit Committee and resolved in a timely manner.

APPENDIX A: MAINTENANCE OF POLICIES

These Financial Policies are maintained by the County Administrative Office and the County Auditor-Controller's Office. Each department works collaboratively together to ensure the integrity of the policies. The core focus of each department with respect to the Financial Policies is as follows:

County Administrative Office:

- Balanced Budget
- Revenue
- Operating Budget
- Capital Improvement Projects Debt (with ACTTC's Office)
- Financial Reporting (with ACTTC's Office)

Auditor-Controller/Treasurer-Tax Collector Office:

- Investment
- Debt (with CAO)
- Financial Reporting (with CAO)



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: March 12, 2024
SUBJECT: County Administrative Officer's Report

Recommendation:

Review, discussion

Background and Discussion:

February 2024 CAO Report.

Action:

Review, possible discussion

Fiscal Impact:

N/A

Attachments:

1. CAO FEBRUARY REPORT 2024

PLUMAS COUNTY

CALIFORNIA County Administrative Officer



TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, CAO
Meeting Date: March 12, 2023
Subject: CAO Report 1/31/24 – February 29, 2024

HUMAN RESOURCES UPDATE

After several months of upheaval in the HR Department, it seems to be stabilizing with new hires and the assistance of MRG, a consulting firm brought on in January. The tasks we have established include the following to date:

1. Background Check Policy to comply with IRS Publication 1075
2. Assist with the coordination of building HCM Munis Payroll System
3. Executive Recruitments
 - County Counsel
 - Environmental Health Director
 - Facilities Director
4. Staff Level Recruitments
5. HHS Feasibility Study – The scope of this study includes four main components:
 - Conduct a high-level organizational assessment of the current organizational state- of-the-state of the impacted departments and gather stakeholder and programmatic input and feedback. This will include on-site, Zoom, telephone and email encounters.
 - Review the structures of selected similar counties.
 - Provide a case for integration.
 - Provide a roadmap for next steps.
6. *The Feasibility Study will address four major questions. Will the formation of a Plumas County HHS Department or Agency:*
 - Enhance or improve the delivery of the right service, to the right client, at the right time, in the right setting, and at the right cost, resulting in the best outcome?
 - Enhance or improve the organizational leadership model, organizational priorities, and the delivery of quality services to the residents of the county.
 - Enhance or improve staff relationships and organizational culture in terms of communication, transparency, trust, respect, promotional opportunities, recruitment, and retention?
 - Enhance or improve financial and staffing efficiencies?
7. Class/Comp studies in the following Departments. Deadline for any changes like these was Feb. 29, 2024,

Behavioral Health

- Continuity of Care Position
- BH Systems Analyst
- Driver/Support Services Tech
- Behavioral Health Therapist I
- Behavioral Health Therapist – Senior
- Substance Use Disorder Counselor I
- Substance Use Disorder Counselor II

Sheriff

- Sheriff's Office Manager

County Fair

- Fairgrounds Building and Grounds Maintenance Supervisor II

Environmental Health

- Request for additional positions

Public Works

- Assistant Engineer

Library

- Book Mobile Library Assistant Classification
- Courier – temporary job description and pay rate.

Information Technology

- Desktop Support Technician o SAAS Systems Technician
- SAAS Systems Administrator

Social Services

- Compensation analysis

Probation

- Update MQ's and a new job description

Human Resources

- Compensation study
- Allocation of Human Resources Technician I

Planning

- Information coming

County Counsel

- Information coming

County Administration

- Information coming

FINANCE UPDATE

Audit activities are continuing but there is no estimate by the Auditor-Controller on when the FY22 Audit will be complete. All materials are now at Smith & Newell and have not come back to the County for review.

GRANTS MANAGER

Grant Updates

- Finalized paperwork for Building Rural Economies
- Regular maintenance for ARPA and LATCF
- Continued to work with Arcadis on priority funding
- Continued support to ENVH on HMEP

Meetings and Functions

- Attended Dixie Fire Collaborative Community meeting and presented on Broadband Updates
- Followed up with site visits regarding broadband planning
- Participated in the Recovery Working Group meeting

RISK MANAGEMENT & CAL-OES UPDATE

2/1 – DWR Hydrology-Weather Briefing
2/5 – Met with Environmental Health regarding TTX
2/5 – Met with Paul regarding Food Access Project
2/6 – DWR Hydrology-Weather Briefing
2/7 – Tri-HCC Meeting
2/8 – Fire Safe Council Board Meeting
2/8 – Fire Safe Council General Meeting
2/11 – Train Derailment – coal in the river
2/12 – Site surveys for base camps – Cal OES
2/13 – Plumas Rural Services – Operational Agreement Meeting
2/21 – VOAD Development Meeting
2/23 – Long Term Recovery Meeting – Dixie Fire
2/26 – ICS 100, 200, 700 – Assisted Public Health with the class
2/27 – ICS 100, 200, 700 – Assisted Public Health with the class
2/29 – Worked with Sheriff's Department on Dixie Fire Donation Assessment

CLIFTON, LARSON & ALLEN (CLA UPDATE)

OTHER CAO MEETINGS/ACTIVITIES

1. Feb. 1 – Trindel Insurance Premiums meeting
2. Feb. 2 – Management Council meeting
3. Feb. 2 – CLA Transition Meeting
4. Feb. 2 – Munis Budget Entering Meeting
5. Feb. 2 – WELL Board Meeting

6. Feb. 5 – Mid-Year Budget Review
7. Feb. 6 – BOS Meeting
8. Feb. 7 – Mid-Year Budget Review
9. Feb. 8 – Mid-Year Budget Review
10. Feb. 9 – Mid-Year Budget Review
11. Feb. 13 – BOS Meeting
12. Feb. 14 – CLA Check-In
13. Feb. 14 – OpenGov Meeting
14. Feb. 14 – MRG Consultant Meeting
15. Feb. 15 – Trindel Board Meeting
16. Feb. 16 – Trindel Board Meeting
17. Feb. 19 – FRTA TOT Discussion
18. Feb. 20 – Auditor-Controller Mid-Year Budget Meeting Review
19. Feb. 21 – CLA Check-in
20. Feb. 21 – Meeting with Engie
21. Feb. 21 – HR Meeting
22. Feb. 22 – MRG Check-in
23. Feb. 22 – Social Services/Public Health meeting
24. Feb. 22 – Solid Waste Meeting
25. Feb. 22 – Environmental Health Meeting (Water testing)
26. Feb. 22 – Finance call with David Leifer (Engie Project)
27. Feb. 23 – CACE call
28. Feb. 26 – Sheriff/HR meeting
29. Feb. 26 – Chester Town Hall
30. Feb. 27 – OpenGov Budgeting/Planning Demo
31. Feb. 28 – CLA Check-in
32. Feb. 28 – Building/Planning Strategy meeting
33. Feb. 29 – MRG Check-in

TRANSIENT OCCUPANCY TAX REPORT

Granicus generated the following reports: (March 2, 2024 is the current report on left. Also showing is January 2, 2024 so it can be compared to the new report).

Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on March 2, 2024.

367

Properties in or near Plumas County, CA

338

Properties in or near Plumas County, CA with address identified

178

Compliant Short Term Rentals

154

Non-compliant properties

35

Properties with unknown compliance

211

Properties that have received letters since first mailing

109

Properties that have received letters and are now compliant

102

Properties that have received letters but are still non-compliant

Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on January 2, 2024.

420

Properties in or near Plumas County, CA

388

Properties in or near Plumas County, CA with address identified

216

Compliant Short Term Rentals

165

Non-compliant properties

39

Properties with unknown compliance

211

Properties that have received letters since first mailing

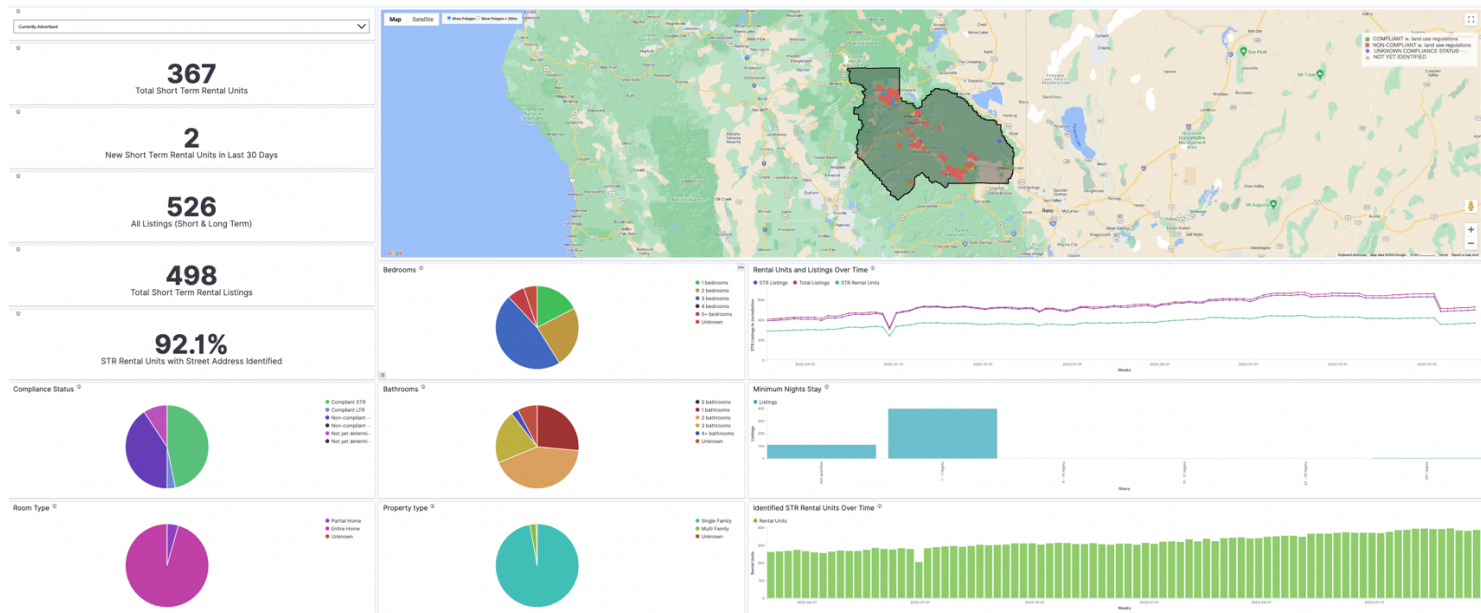
93

Properties that have received letters and are now compliant

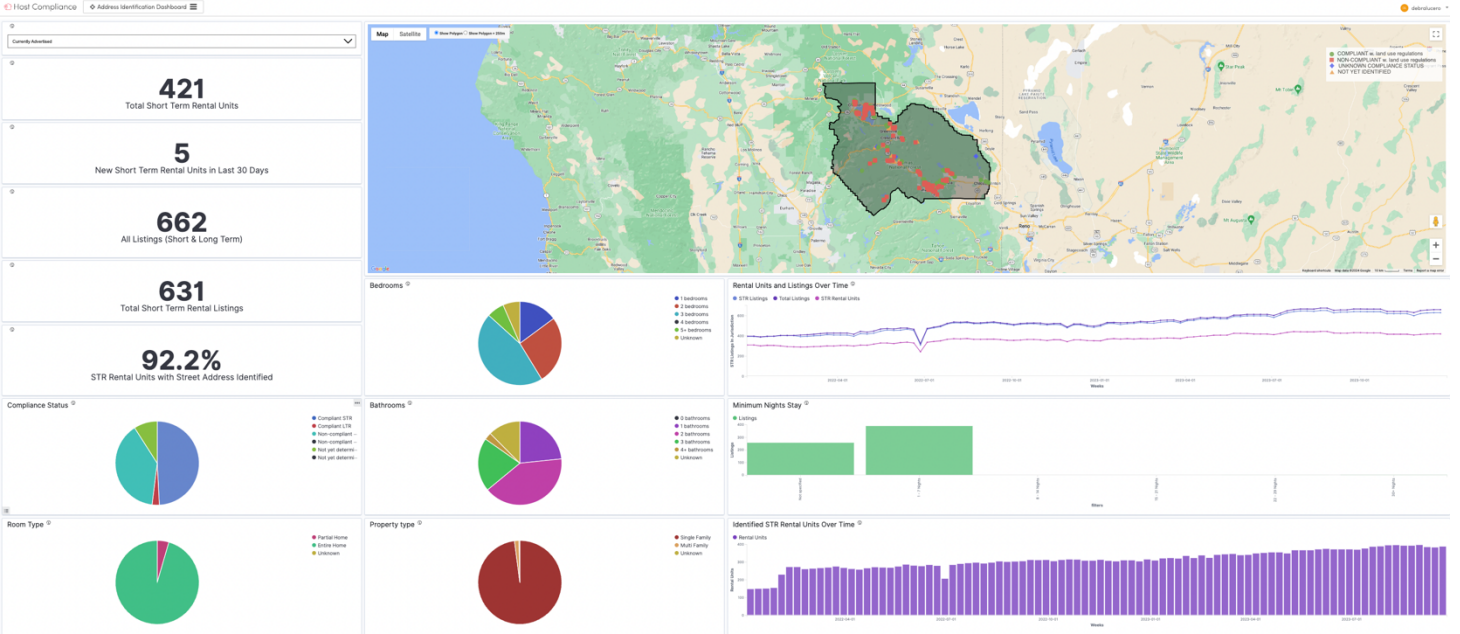
118

Properties that have received letters but are still non-compliant

FEBRUARY 2024



JANUARY 2024





**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: March 12, 2024
SUBJECT: 2023-2024 Mid-Year Budget Review

Recommendation:

1. Receive the Memo and Background as information.

Background and Discussion:

Plumas County is on track with its Mid-Year Budget Review with no major surprises.

Action:

Receive as information

Fiscal Impact:

No General Fund Impact (see Item 5.C. for General Fund Impact regarding transfers and supplemental budget requests associated with extra wages, overtime, higher electric bills, negotiated 20% pay raise for the Sheriff's Department, state grants.

Attachments:

1. 2023-24 Mid-Year Budget Review

2023-24 Plumas County Mid-Year Budget Review

Plumas County's budget appears to be on track for the Mid-Year Review. See the major Revenue Sources in the Table Below. Remember, this table shows only half of 2023-2024 Fiscal Year.

We are seeing less in Timber Yield receipts compared to last year. Transient Occupancy Tax appears to be 31% higher than the previous Mid-Year point, however, this figure may be skewed due to \$500,000 being accrued back into previous years due to a miscalculation on the 3% administration fee by the Treasurer-Tax Collector. The fee miscalculation has been fixed at this point in time so moving forward TOT revenues should be accurate.

Additionally, property taxes are estimated to be on track with an annual growth rate of 2%.

2023-2024 Mid-Year Budget Transfers in the amount of \$3,341,853.13

This includes \$1,747,434.99 in General Fund expenditures and \$1,594,418.14 in State Grant revenues as approved by the Auditor-Controller. These included the following:

County Fair - \$65,000 - From General Fund Balance to Fair - Need for transfer due to higher extra help wages, refuse disposal, increased cost on maintenance to buildings and grounds, removal of trees, 50% increase in electricity cost. (See back-up material for funds, departments and account numbers involved).

CDBG-ED Grant, CDBG-Cares funding - \$1 million in State Grant Revenue funds were set up after the passage of the 2023-24 budget but are now ready to transfer to professional services and transfer out (See back-up material for funds, departments and account numbers involved).

CDBG-Care (CV2-3) Grant - \$594,418.14 in State Grant Revenues transferred to professional services and transferred out.(See back-up material for funds, departments and account numbers involved).

AB109-Sheriff funding - \$57,545.89 General Fund Balance to regular wages, holiday pay, overtime, retirement and FICA/OASDI due to 20% pay increase not budgeted in 2023-24 (See back-up material for funds, departments and account numbers involved).

Sheriff's Department Wages - \$1,036,354.31 General Fund Balance to regular wages, other wages, holiday pay, overtime, retirement, FICA/OASDI due to 20% pay increase not budgeted in 2023-24 (See back-up material for funds, departments and account numbers involved).

Court Security - \$86,719.01 Court Security Contingencies to regular wages, other wages, holiday pay, overtime, retirement, FICA/OASDI due to 20% pay increase not budgeted in

2023-24.(See back-up material for funds, departments and account numbers involved).
Jail - \$279,515.78 General Fund Balance to regular wages, other wages, holiday pay, overtime, retirement, FICA/OASDI due to 20% pay increase not budgeted in 2023-24.(See back-up material for funds, departments and account numbers involved).

Auditor-Controller - \$42,300 General Fund Balance to professional service due to expenses being higher than expected. (See back-up material for funds, departments and account numbers involved).

Auditor-Controller - \$180,000 General Fund Balance to professional services due to expenses being higher than expected. (See back-up material for funds, departments and account numbers involved).

TABLE 1 - See the major Revenue Sources in the Table Below. Remember, this table shows only half of 2023-2024 Fiscal Year.

Income Statement			
Period: 1 to 13			
	2022	2023	2024
Revenue	\$40,675,088.34	\$43,811,189.15	\$18,962,616.54
2001045 - BOS CHARGES FOR SERVICES	\$0.00	\$70.00	\$840.00
45395 - FILING FEE	\$0.00	\$70.00	\$840.00
2001843 - TYLRSCHPR USE OF MONEY/PROP	\$22.98	\$109.72	\$0.00
43010 - INTEREST-INVESTED FUNDS	\$22.98	\$109.72	\$0.00
2002040 - GEN SVC FUND TAXES	\$19,388,221.15	\$20,001,426.95	\$9,403,602.45
40010 - CURRENT SECURED TAXES	\$10,022,926.06	\$10,910,023.22	\$5,672,164.19
40020 - CURRENT UNSECURED TAXES	\$252,816.08	\$267,668.64	\$298,361.82
40040 - PRIOR UNSECURED TAXES	\$6,838.45	\$5,935.43	\$0.00
40050 - PENALTIES	\$267,075.55	\$314,832.47	\$14,549.44
40051 - TEETER PENALTIES	\$375,161.92	(\$103.60)	\$0.00
40060 - USE TAX	\$3,196,784.45	\$3,122,525.73	\$1,761,550.89
40064 - VLF SWAP IN-LIEU	\$2,728,954.54	\$2,854,993.02	\$0.00
40070 - TIMBER YIELD TAX	\$173,491.29	\$168,024.97	\$79,600.34
40080 - AIRCRAFT TAX	\$13,856.55	\$16,201.86	\$36,457.42
40090 - HOTEL TAX	\$2,045,877.99	\$2,096,416.92	\$1,533,765.08
40130 - SUPPLEMENTAL TAXES	\$161,070.39	\$218,662.19	\$0.00
40131 - SUPPL TAXES-SB 854	\$134,625.98	\$0.00	\$0.00
40170 - CDC PILT	\$8,741.90	\$26,246.10	\$7,153.27
2002041 - GEN SVC LICENSES & PERMITS	\$94,487.38	\$104,696.94	\$93.97

Overall, our 26 County Departments are experiencing similar situations:

1. Higher PG&E bills – 15%-50% higher in some departments
2. Higher overtime pay due to lack of personnel

3. Repairs or replacements for aging infrastructure, i.e., HVAC, pumps, fire suppression systems, vehicles or specialized equipment.
4. Tremendous workloads due to short-staffing, new law implementation, new software implementation, new workflows. Our current position allocation is 419.376 Full-Time-Equivalent (FTE). We have 324.151 FTE filled. We have 95.225 FTE vacant.
5. Several key retirements are set to occur in the next two years and there is a need for training for those positions, meaning we'll have to overlap these positions which include management to finance officers to allow for significant training. Departments looking at key retirements include Public Works, Environmental Health, Planning & Building & GIS, Sheriff's Department, Human Resources.
6. Reorganization in many departments will allow us to utilize our position allocations more efficiently and get rid of those that remain unfilled after one to two years or more.

Below are Top Challenges and Accomplishments by County Departments

AGRICULTURE DEPARTMENT

TOP CHALLENGES

- With our current allocated staffing levels, it is difficult to meet the requirements of the state and federal programs with which we are charged.
- Keeping our expenditures up to meet our County Maintenance of Effort that is required by code.
- Upgrading the safety of Weights & Measures equipment.

ACCOMPLISHMENTS

- We were able to meet our state required Maintenance of Effort for FY 22-23.
- The purchase of a Probewell electric meter tester greatly increased our ability to safely test electric meters.
- Our Agricultural & Standards Inspector has completed all of the required licenses to become a Deputy Agricultural Commissioner.

ASSESSOR DEPARTMENT

TOP CHALLENGES

- Follow through with business property audit program.

ACCOMPLISHMENTS

- Continued the Joint Powers Agreement with California Counties Cooperative Audit Services Exchange to complete mandatory business property audits.
- Brought real property appraisal backlogs current.
- Brought change of ownership backlogs current.
- Addressed decline in value properties.
- Reviewed properties affected by the Dixie Fire Complex and Beckwourth Fires.
- f. Reduced printing costs by utilizing letterhead and forms electronically.

AUDITOR-CONTROLLER

TOP CHALLENGES

- Getting CalPERS reporting up to date
- Training staff in workflow issues
- Filling assistant Auditor-Controller position which has been open for more than one year
- Going live in MUNIS with Payroll

ACCOMPLISHMENTS

- Successfully adding Capital Assets to MUNIS.
- Getting all relevant information to the external auditor for the annual FY22 audit and beginning work on the FY23 audit.

BEHAVIORAL HEALTH

TOP CHALLENGES

- In the FY22-23 approved budget Behavioral Health had 46 funded and allocated FTEs. In the current FY23-24 budget there are 48 approved and allocated positions of which 34 are filled at mid-year.
- Last year, Behavioral Health had 17,937 Mental Health contacts and SUD had 6,840 services in 2023.
- Behavioral Health's top challenge, for the second year in a row, is that we are down 50% of our therapy staff. As the therapists are the core of our services, we can augment with other positions, like Case Management, but we cannot do away or not fill empty therapist positions. Being down 50% of our therapists has hampered our ability to provide vital services to the community, and to meet our Medi-Cal mandates (how we get paid and bring money into Plumas County). If we lose one more therapist, it will mean we will no longer be able to provide all the services the county needs us to provide, and that Medi-Cal demands we provide. We would therefore be subject to fines and penalties that the County would have to pay back to the state.
- Despite being down 50% of our therapist for so long, Behavioral Health has been able to carry on by paying those therapists we do have a lot of overtime. It is hoped

in the future we may be able to hire more therapists, so that the ones we do have are not so stretched and under pressure.

- Another big challenge for Behavioral Health is Proposition 1, the Governor's Reform. It changes how Behavioral Health can use their MHSA grant funds. If the California voters pass Proposition 1, it will mean 65% of the grant will have to go to the housing of BH clients. However, there are such strict rules regarding the housing that it is very doubtful PCBH can use all of the funding. If this happens, the funding will go back to the state, and not stay with Plumas County. It may mean we cannot keep our Wellness Centers open, it will limit funding we give to the schools and to other community agencies.
- The Department received start-up funds of \$250,000 for the new Care Court program. There have been no guidelines on the new program, so the funds will be placed in a holding account at this time.

ACCOMPLISHMENTS

- Despite lower clinical staffing levels, Behavioral Health has continued to provide services to our community without a waiting list. We have continued supportive housing at the same level as before the Dixie fire and continue to have our Transitional Sober Living Environment units. We have opened added office hours in Greenville, but are hesitant to have a Greenville Wellness Center, and we do not know if the passing of Proposition 1 in March 2024 will decrease our funding for the Wellness Centers.

BOARD OF SUPERVISORS – CLERK OF THE BOARD

TOP CHALLENGES

- Becoming more automated during Board of Supervisor meetings
- Completing the office renovations

ACCOMPLISHMENTS

- Dame Shirley Plaza saved as a green space for Quincy
- Plumas County Sheriff's Department wages & increases for other departments
- 85%/15% split in insurance cost where the County is bearing 85% of the cost

BUILDING

TOP CHALLENGES

- Technology updating of hardware and software to get building permits and planning operations online

- Open positions and upcoming retirement

ACCOMPLISHMENTS

- New Building official who is determined to update department operations
- The Building department aims to modernize its services by leveraging innovative technologies that will enable the department to provide a seamless and hassle-free experience for Plumas residents.

CHILD SUPPORT SERVICES

TOP CHALLENGES

- We filled all unfilled positions and implemented a training program for new employees.
- Our department has collected \$445,000 thru December 2023.
- Our child support collections thru the end of the 2022/23 year were \$1,873,000.

ACCOMPLISHMENTS

- Integrating a fully-trained child support financial worker (not admin financial, this is specific to child support collections).
- Our budget is subject to changes every year, so it's very difficult to plan for upcoming fiscal years.

CLERK RECORDER – ELECTIONS YTD

ACCOMPLISHMENTS

Marriage Licenses	74
Marriage Ceremonies	19
Marriage Certificates	228
Birth Certificates	210
Death Certificates	80
Recorded Deeds	1337

COOPERATIVE EXTENSION

TOP CHALLENGES

- Post-fire recovery and forest restoration
- On-going forest health enhancement (on burned forest lands)
- Ongoing noxious weed control in support of weed management districts
- Post-fire grazing for fuels management and research with USFS collaboration
- Irrigated pasture production and efficiency improvements
- Ranching with predators/non-lethal management tools for livestock producers

- 4-H after school and summer garden program
- 4-H Summer Camp in August 2024

ACCOMPLISHMENTS

- Ryan Tompkins Co-developed concept/proposal and advise the Plumas Emergency Forest Restoration Team (EFoRT): a coalition of local NGOs led by Feather River RCD securing over \$19 million of funding to deliver technical & funding assistance to forest landowners impacted by fires.
- Developed & maintain the Online Firewise reporting tool documenting >28,000 volunteer hours & \$3 Million of Firewise investments
- Schohr conducted a groundwater quality study, and surveyed irrigated land managers in Plumas and Sierra County, leading to the Upper Feather River being exempted from Irrigated Lands Program. The exemption translates to a regional \$57,000 annual cost savings and a projected 1,000-hour reduction in paperwork for farmers and ranchers previously regulated under the program, while protecting water quality.
- Schohr secured grant funding to investigate variations in grazing distribution and utilization pre and post Dixie Fire. This project is integrating cattle GPS distribution data with on-the-ground forage monitoring in the Plumas National Forest. The outcomes of this project will guide land management policies and procedures, while assisting ranchers in grazing management that will improve natural resources following catastrophic fires.
- 4-H members exhibited over 250 projects at the 2023 Plumas-Sierra County Fair!
- Clubs have over 200 members, 25% of whom are primary members, ages 5-8. With new community member involvement, we now have 80 club volunteers!

COUNTY ADMINISTRATIVE OFFICER & GRANTS MANAGER

TOP CHALLENGES

- Continuing the work of financial accountability through budgeting, compliance reporting, timely payments, identifying workflow issues through these processes; and bringing on compatible software with our Munis system to assist.
- Rebuilding the Human Resources Department and position allocation and budgeting process; OpenGov software has been purchased to assist.
- Migration of the legacy payroll system to Munis.
- Continuing the work of energy assessment and upgrading of campus HVAC systems, generators, lighting, pumps, etc. and installation of a solar array
- Finding money to finance higher wages across the board for Plumas County employees and capital improvement projects

ACCOMPLISHMENTS

- Hiring of Clifton, Larson, & Allen (CLA) to assist with financial process review of the Treasurer-Tax Collector and Auditor/Controller's offices as well as the budgeting process and other special projects.
- Applied for and received an Economic Recovery Corps Fellow.
- Assisted departments in identifying good-fit grants.
- Overseeing the RCRC and Golden State Finance Authority Broadband initiative
- OES position reorganized out of Sheriff's office and into Risk Management.
- Victim Witness reorganized out of Sheriff's office and into Probation
- Oversaw the administration of \$540,000 in a grant program to 55 local businesses through ARPA Funds.
- Identified and secured Local Assistance Tribal Consistency Fund (LATCF) monies of \$7.4 million – we are utilizing these monies to help fund for the 85/15 health insurance split to employees, the CLA accounting firm costs and other one-time needs – remodeling the former HR suite for County Counsel to move back to the Courthouse, etc.
- Facilitating BOS discussions, decisions, research on the \$7.8 million PG&E settlement fund for the County.
- For added transparency and to facilitate details, a monthly report is prepared showing activity, meetings, outstanding projects, etc. These can be found under the County Administrator's webpage here: <https://www.plumascounty.us/2618/County-Administrative-Officer>

COUNTY COUNSEL

TOP CHALLENGES

- The number of new department heads who are unfamiliar with county policies and procedures has increased the number of hours our department has needed to train those employees/departments. Number of staff who are responsible for drafting contracts without any training or support from their department. Our office has had a rise in requests for services of approximately 35%; we believe this is due to the new employees being trained on what is required to be submitted to our office, and making sure everything we do is tracked by our paralegal. Due to multiple high-profile legal matters our office has been under a lot of scrutiny, but we have risen to the challenge.

ACCOMPLISHMENTS

- Navigating the responsibilities of this office through difficult times in Plumas County, losing our County Counsel and being able to continue moving forward with

our responsibilities has been a top accomplishment. Our office dynamic works very well, we are able to lean on each other and rely on one another to get the job done.

COUNTY FAIR

TOP CHALLENGES

- Our top challenge is balancing public expectations with limited resources. The condition of the fairgrounds and the amount of entertainment directly affects the perception of the public on the annual fair. We have been fortunate over the past year or two to have had the finances to make a positive impact on the community. However, our basic budget does not create enough revenue to cover even the payroll for the fair.

ACCOMPLISHMENTS

- One of our accomplishments has been to not ask for a contribution from the General Fund. It looks as if we will be able to keep that up for at least another year or two with our current reserves/fund balance.

DISTRICT ATTORNEY

TOP CHALLENGES

- Of the many challenges faced by the DA's office, the most significant exist close to home. The past eighteen months have been a particularly unstable time for our local government. During this time, the county has lost 1/3 of its appointed department heads (even after raises were provided in May 2022), support from some county departments has been inconsistent, our Sheriff's Office is recovering from lost staff only recently addressed with salary corrections and Board meetings seem to consistently include the CAO announcing a new crisis.

ACCOMPLISHMENTS

- During 2023, the DA's office reviewed approximately 796 investigations, filing criminal charges in approximately 605 cases, not counting juvenile cases or probation violations. We are, and have been for the last year, fully staffed having suffered no losses in staffing since 2022 while maintaining one of the most experienced staffs in Plumas County. For the 13th consecutive year, the Plumas County District Attorney's Office did not have a conviction reversed on appeal (nor were we the subject of any type of lawsuit).

ENVIRONMENTAL HEALTH

TOP CHALLENGES

- Obtaining and retaining qualified staff.
Lack of sufficient staff has hampered Environmental Health Department from competing the tasks of protecting public health in the areas of water quality, food safety, liquid waste management, land use development, rabies and vector control, recreational health, and housing and correctional sanitation.

ACCOMPLISHMENTS

- One of our accomplishments has been to not ask for a contribution from the General Fund. It looks as if we will be able to keep that up for at least another year or two with our current reserves/fund balance.

FACILITY SERVICES

TOP CHALLENGES

- It is imperative to this department to secure approval of recommended capital improvement projects at the start of a new fiscal year – July 1st. Many of the capital improvement projects undertaken are outdoors and when these projects are not approved until October, the main window of opportunity for these outdoor projects to begin has closed.
- Facility Services could use one more allocated and funded full-time Maintenance Worker position. Over the years, full-time staffing has been reduced and responsibilities have been increased causing a hardship on the department.
- Chester Park continues to be our most vandalized property especially during the spring/summer months. We have not yet come up with a solution for this so it remains an issue.

ACCOMPLISHMENTS

- Facility Services Maintenance Worker staff completed a full remodel of the former Human Resources office on the 1st floor of the Courthouse which is now occupied by County Counsel.
- The CA Park & Rec Per Capita Grant Program project at the Taylorsville Campground is nearly complete after the tennis court was resurfaced and striped this summer as well as the construction of a fenced-in pickleball court. All that remains for this project is the procurement and deployment of new picnic tables and fire rings which should be completed by this spring/summer.

HUMAN RESOURCES

TOP CHALLENGES

- Department Head on Administrative Leave
- Employees in our department retiring, moving on to another department, on FMLA
- Loss of institutional knowledge (budget, recruitments, payroll, negotiations, IDRs, CalPERS)
- Munis migration (time, resources, etc)
- Training new employees

ACCOMPLISHMENTS

- New HR employees on board and being trained up
- Vast number of certification lists with qualified applicants going out to departments
- 9 Bargaining Units' MOUs updated
- 17 resolutions updating pay schedules, position allocation, appointing department heads as well as interim department heads, updating job descriptions
- ClientFirst brought onboard to assist with Munis migration
- New Employee Assistance Program launched

INFORMATION TECHNOLOGY

TOP CHALLENGES

- The need for more IT staff becomes more apparent as we adopt new technologies and support older legacy systems and applications.

ACCOMPLISHMENTS

- Keeping the county secure from outside threats, movement towards bringing the County fully into the 21st century, continued support of all departments.

LIBRARY

TOP CHALLENGES

- The main staffing issue is hiring a new County Librarian but the good news is an offer has been made pending a background check. The current Interim County Librarian received a one-year waiver for educational requirements that ends in October 2024.

- The Greenville Library, destroyed in the Dixie Fire in 2021, is included in the Greenville rebuilding process.
- The library will be receiving its new bookmobile in early 2024. This will replace the current temporary location at the Greenville High School and will be used to reach out to patrons especially in Greenville and its surrounding areas.
- The library will continue to expand on its library and literacy programming, including children's programming, outreach events, and computer instruction classes.

ACCOMPLISHMENTS

- The Library introduced several new databases and resources, including but not limited to NewsBank (provides access to hundreds of e-newspapers like the Chico Enterprise-Record, Oroville Mercury Register, and the Sacramento Bee), Libraries with Heart (the ability to check out blood pressure monitor kits through the Tool Lending Library), GetSetUp (a catalog of over 500 classes exclusively for older adults, with more than 40 live classes every day and 25 on weekends), and Alexander Street Collection (a truly remarkable and diverse performing arts collection of music, dance, and theatre content).
- Revamped its website (as well as many other manuals and documents) and introduced a bimonthly newsletter.
- The fines for overdue, damaged, and lost items were updated to better reflect actual costs.
- The library – through Project Read and its Lunch at the Library programming – has provided children in Plumas County with over 2300 books.

MUSEUM

TOP CHALLENGES

- Staffing issues and relegation of time continue to be the biggest challenges at the Museum. With only one full-time allocated position filled and only one part-time employee, our ability to offer substantial educational programs and community outreach and programs is somewhat hampered and diminished, as is our ability to continually improve our collections care and exhibit implementation.

ACCOMPLISHMENTS

- Despite the lack of an Assistant Director, this year the Museum did see the hiring of an extra help employee who continues to be trained in artifact cataloging, accessioning, and working with the collections, as well as their regular duties of daily Museum front desk work.
- Perhaps our greatest accomplishment this year is that despite the lack of full-time staff, we were able to continue to work with volunteers and others to staff both the

Peppard Cabin and Pioneer Schoolhouse for several hours each day during the Fair, host a local artist reception and three month art show, and host and offer a public author's presentation, as well as collaborate with filmmaker's, local museums, local educators, and the local newspaper to highlight the collections, educational opportunities, and resources and history available at the Plumas County Museum.

- In short, quality service to the outside community remains the top priority and continues to remain at a substantially high level.

PLANNING

TOP CHALLENGES

- Understaffed with only 2 of the 4 Full-Time-Equivalent (FTE) technical planning positions filled, and as a result, it is difficult to keep up with the daily workload – under the FY24/25 budget will be requesting Professional Services funding to hire contract planners (consultants) to fill the vacant positions until such time FTEs can be hired.
- Significant amount of the Planning Director's time is devoted to wildfire recovery – under the FY24/25 budget will be requesting the County Administrative Officer to process a new Plumas County "Recovery Coordinator" position with the creation of a job classification to be allocated and funded by the Board of Supervisors.
- Fiscal grants management and other administrative tasks – under the FY24/25 budget will be requesting the existing Planning Department's job classification of "Executive Assistant – Planning" position to be allocated and funded by the Board of Supervisors.

ACCOMPLISHMENTS

- Extra-Help, Planner (Part Time 12 hours per week) and Retired Annuitant, Assistant Planning Director (Part Time 6 hours per week) hired to better keep up with weekly workload.
- The processing of a significant number of building permits and other ministerial and discretionary permits with, even with staffing shortages.
- Released Request for Qualifications (RFQ) for professional service to assist with staffing capacity issues and 1) secured a Surface Mining and Reclamation Act (SMARA) permit management consultant and 2) established a California Environmental Quality Act (CEQA) environmental consultant on-call list of eight consultants.
- Bringing forward to the Board of Supervisors the adoption of the 'Title 25' Ordinance amending Plumas County Code Title 8, Building Regulations.
- Coordinated efforts as part of the 2021 Long-Term Wildfire Recovery Plan under the Cal OES Recovery Support Function (RSF) Working Groups (Housing and

Commercial Buildings, Infrastructure, Economic, Health and Social Services, and Natural and Cultural Resources).

- Coordinated no less than 17 wildfire recovery grants including the CDBG-DR (\$24.4M), CDBG Economic Development (\$750,000), CDBG Planning (\$250,000), and EDA Economic Development (\$140,000).
- Coordinated CDBG Cares Act CV2-3 grants supporting microenterprise businesses (\$523,642) and the Dragonfly Café (\$150,000).
- Coordinated California Department of Water Resources (DWR) Upper Feather River Integrated Regional Water Management Region Proposition 1 Round 1, Round 2, and UMBDRP Implementation Grants (\$1,671,233).
- Implemented the State Department of Housing and Community Development (HCD) SB 2 Planning Grants Program (\$160,000) and prepared Accessory Dwelling Unit (ADU) Pre-Approved Plans and an ADU Idea Book.
- Submitted three FEMA Hazard Mitigation Grant Program (HMGP) funding: 1) Plumas County Home Hardening and Defensible Space Assistance Project for \$2.5M, 2) Plumas County Multi-Jurisdiction Hazard Mitigation Plan Update for \$333,333, and 3) Plumas County AA Wolf Creek Watershed Flooding Adaptation Project for \$2.5M.

PROBATION

TOP CHALLENGES

- The top challenge for the department echoes throughout many departments within Plumas County, with limited staffing levels bringing major hurdles across all facets of work. Timely supervision is impacted due to lack of POs and PAs, as the duties typically relegated to the Probation Assistants fall upon the shoulders of the Officers. There have been situations where staff are unavailable, due to either sickness or having to perform a transport, leaving the remaining staff unable to drug test or adequately perform services for clients present at the main office branch. This impacts admin level staff as well, given that two staff members have been unable to completely offload their former duties, some of which are no longer relevant to their current positions, in order to shore up deficiencies in staffing levels. Any staff member not being present within a given day has significant ramifications for the remainder of the staff.

ACCOMPLISHMENTS

- In October 2022, in partnership with Environmental Alternatives Family Services, the Probation Department established a three-unit housing program for some of the counties highest risk offenders. Most of these offenders are returning to the county straight from prison to probation supervision. Since its inception, the program has served five clients. To date, none of these clients have committed a new offense

while in the program and only one misdemeanor has been committed after the program's completion. This is the first housing program of its kind utilized by the Probation Department. It is considered essential to the effective supervision of high-risk offenders and contributes to public safety in Plumas County.

PUBLIC HEALTH

TOP CHALLENGES

- Wages are currently PCPHA's top Challenge. Clinical wages in particular are 34-55% below their counterparts working at local healthcare facilities, and has caused a 40% vacancy rate in Clinical staffing. A reorganization plan, building off the one submitted in January of 2022, has been submitted as of January 2024 to address this and other challenges PCPHA faces.

ACCOMPLISHMENTS

- PCPHA published a [Community Health Improvement Plan](#) for 2023-2028, which included a comprehensive needs assessment and a plan to improve population health and equity.
- Programs such as home visiting and transportation are expanding services, and currently building capacity to increase grant funding and PCPHA's ability to draw down a new funding sources through Medi-Cal Managed Care.
- PCPHA continues to support the community and the health care system in managing COVID-19 through education, testing, vaccination and treatment. We are active in ensuring that individuals who qualify for treatment are able to get it.
- PCPHA has received funding to and has begun planning an in-house employee wellness program, which focuses both on workstation and ergonomic health and physical and mental wellness supports. This program will be implemented before the end of this fiscal year.
- PCPHA has received funding from two separate sources to provide "career Ladder" education support for staff. The total funding from both grants is up to \$330,000 until FY25/26. Currently, 13 staff have submitted requests to be part of the program.
- Mainly this fiscal year, PCPHA provided about \$58,000 of community Mini Grants to improve Health Equity in Plumas County were provided to local persons or entities.
- PCPHA was able to partner with PDH to retain the use of a mid-level practitioner to resume Family Planning services one day a week.

PUBLIC WORKS

TOP CHALLENGES

- The biggest challenge that the Department faces is staffing levels especially within the Road Maintenance and Heavy Equipment Maintenance Divisions. Attracting new employees and keeping existing ones is a challenge due to lower wages and lack of affordable housing. The implementation of the new MOU and 10% raise are hoped to help fill a few more vacancies. Part of the staffing challenge that the Department faces over the next five years will be upcoming retirements of the most experienced employees.

ACCOMPLISHMENTS

- The Road Department and its employees provide staff for services for more than just Road Maintenance. Despite the shortage of employees and a shortage of experience employees, the Road Department has provided staff and services for all divisions and special districts under the Public Works umbrella including the Road Department, Flood Control District, Solid Waste Division, Plumas County Transportation Commission, County Service Area #12 (Public Transit), Engineering Department (County Engineer), Walker Ranch Community Services District, Beckwourth County Service Area, Quincy Lighting District, Crescent Mills Lighting District and Plumas County Coordinating Council.

In addition, the Public Works Director and staff, are designated responsible for the administration of the design- build contract for the construction of the new County of Plumas SB844 New County Jail and Day Reporting Facility. The project is scheduled for completion in April/May of 2024.

Additional Commentary

In regard to the new Jail Project, it is noted that Department staff and the Board of Supervisors worked together in the past towards replacing lost acreage and facilities in the Quincy Maintenance Yard. The jail project required the Department to vacate the existing Sand House and Mix Circle to enable the jail project contractor to have un-impeded access to the area. The price of acquiring suitable land for the Department ended that previous effort. Public Works suggests the property that the old jail sits on now to be transferred the Road Department after the old jail is demolished.

The source of funding proposed for demolishing the old jail and relocating the various Public Works facilities is the additional PILT revenue received by the General Fund in 2018. The Department, on August 14, 2018, submitted a Memo to the Budget Committee, requesting that additional PILT funds received by the County

General Fund be devoted to the demolition of the old jail and installation of improvements so that the Road Department can begin to reestablish a replacement sand house and the facilities lost to the jail project.

Relocation of the road maintenance facilities was due to a General Fund project and the mitigation of such impacts are not eligible to be paid by Gas Tax funds.

See brief Top Challenges and Accomplishments of each mentioned earlier below:

Flood Control & Conservation District

TOP CHALLENGES

- The most critical challenge for FCD in the coming months will be how long it will take to advertise and hire a water rights legal expert to provide guidance for future water sales. Sale of excess water in future years will provide FCD with the ability to fund its administration without loans, fund flood control improvement studies and provide resources for grant applications.

ACCOMPLISHMENTS

- The Assistant Director successfully implemented the requirements of the Monterey settlement including the creation of the Water Forum and the solicitation and award of water projects meeting the goals of the Monterey Agreement. In addition, the Assistant Director has successfully amended the agreements with the State to allow for future sales of excess water which help fund administration, operations, and flood control improvements.

Solid Waste Division

TOP CHALLENGES

- Administration of the franchise contracts and rate adjustments. Developing a contract amendment for the calculation and definitions used in the annual rate review. Continued compliance with the endless list of CalRecycle regulations. Plumas County Transportation Commission County Service Area #12 (Public Transit).

ACCOMPLISHMENTS

- Repairs completed at the East Quincy and the Chester Transfer Stations. Completed County code revisions for compliance with SB 1383.

Engineering Department (County Engineer)

TOP CHALLENGES

- The greatest challenge was revising the fee schedule to account for increased fees.

ACCOMPLISHMENTS

- The greatest accomplishment was completion of the draft Grading and Drainage Ordinances.

Walker Ranch Community Services District Beckwourth County Service Area

TOP CHALLENGES

- The greatest challenge is updating the Engineers report to put back in place the standby fees on unimproved lots that were discontinued in 2009.

ACCOMPLISHMENTS

- The greatest accomplishment is awarding a contract to have water and sewer laterals constructed on Marina Drive prior to winter with additional laterals to be installed in Spring 2024

Quincy Lighting District

TOP CHALLENGES

- Need to coordinate with PG&E on lights being funded by others within QLD and remove from the inventory.

ACCOMPLISHMENT

- Finding LED fixtures for the downtown ornamental lights.

Crescent Mills Lighting District

TOP CHALLENGE

- Need to coordinate with PG&E on lights being funded by others with Crescent Mills.

Beckwourth Community Service Area

TOP CHALLENGES

- To maintain cash flow while the Water Boards extend the grant deadline which was requested May 11, 2023.

ACCOMPLISHMENTS

- The greatest accomplishment this Fiscal Year is the addition of a chopper pump to eliminate the continual maintenance related to flushable wipes clogging the sewer pump station.

Plumas County Transit Authority CSA #12

TOP CHALLENGES

- The greatest challenge is managing the complexities of securing the various funding sources and transferring funds from the various PCTC funding sources to fund Plumas Transit.

ACCOMPLISHMENTS

- The greatest achievement was purchasing three new buses and instituting free fares utilizing Low Carbon Transit Operations Program funding. Ridership has been steadily increasing due, in part, to the free fares program.

RISK MANAGER

TOP CHALLENGES

- Adjusting to the changes in insurance and training requirements.

ACCOMPLISHMENTS

- Getting employees on board with job safety and the training they need.

SHERIFF

TOP CHALLENGES

- We continue to struggle with attracting with recruiting qualified applicants who can pass the initial testing process through Human Resources and a state required background investigation. Even with the 20% increase in pay, Patrol Staff is still paid substantially lower than comparable counties and the continual pay increases

within the private sector. This also limits the capability to attract lateral applicants from other agencies in the state. This issue unfortunately hampers all county departments, not just the Sheriff's Office.

- The new jail is close to being operational. With that, we are now paying for both facilities for power, water and propane services. Although the current expense on the new facility is minimal, it will continue to increase as more of the services are utilized.
- Having enough staff to operate the current jail while needing to train all correctional staff on operating the new facility. With minimal shift coverage at this point overtime will have to be approved to complete the task.

ACCOMPLISHMENTS

- Continuing to provide a reasonable level of services with the lack of staffing.
- Added a second Fiscal Officer to assist with billing, budgets, grants and other Sheriff's Office fiscal responsibilities.
- Creating an Office Manager's position to oversee Sheriff's Service Assistants
- Successfully obtain an OTS, (Office of Traffic Safety) grant for traffic collision and public safety.
- Successfully continued the BWC, (Body Worn Camera) program assisting with prosecution of cases, public transparency and reducing liability.
- Monitoring the construction of the new correctional facility, (SB844) while keeping change orders at a minimum thus reducing cost increases.
- Increased training for patrol, corrections, dispatch and clerical staff. This should help increase our POST and STC reimbursable funding stream.
- Obtained outside counsel to assist with updating outdated General Orders and policies.
- Updated to a digital scheduling, policy updates and training program
- Began the process from transferring from PTS Solutions of RIMS for CAD, (Computer Aided Dispatching), Reports/Case Management and Jail Operations.
- Added a third Animal Control Officer to assist in needed animal control community services.
- Retention of current employees who have been hired over the past year.

SOCIAL SERVICES

TOP CHALLENGES

- Our biggest challenge has been staffing shortages. It has put a strain on current staff, especially our Eligibility workers. Our goal is to get the positions in our Department reclassified so that we can attract and retain employees. The wages for critical staff currently start close to minimum wage.

ACCOMPLISHMENTS

- We were able to secure a grant to help Seniors access technology. Through the grant we were able to provide a number of seniors with Ipads and help them with accessing internet.
- Child Welfare was able to restart a contract with longtime CPS Attorney Bill Abramson.
- Social Services teamed up with PCIRC to secure more than one million dollars in grant funding for homeless assistance.

TREASURER-TAX COLLECTOR

TOP CHALLENGES

- No information received

ACCOMPLISHMENTS

- No information received



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: March 12, 2024
SUBJECT: 2023-2024 Mid-Year Budget Transfers

Recommendation:

Approve 2023-2024 Mid-Year Budget Transfers of \$3,341,853.13

This includes \$1,747,434.99 in General Fund expenditures and \$1,594,418.14 in State Grant revenues in the following areas as approved by the Auditor-Controller:

County Fair - \$65,000 - From General Fund to Fair - Need for transfer due to higher extra help wages, refuse disposal, increased cost on maintenance to buildings and grounds, removal of trees, 50% increase in electricity cost. (See back-up material for funds, departments and account numbers involved).

CDBG-ED Grant, CDBG-Cares funding - \$1 million in State Grant Revenue funds were set up after the passage of the 2023-24 budget. To be transferred to professional services and transferred out. (See back-up material for funds, departments and account numbers involved).

CDBG-Care (CV2-3) Grant - \$594,418.14 in State Grant Revenues set up after the passage of the 2023-24 budget. To be transferred to professional services and transferred out. (See back-up material for funds, departments and account numbers involved).

AB109-Sheriff funding - \$57,545.89 General Fund Balance to regular wages, holiday pay, overtime, retirement and FICA/OASDI due to 20% pay increase not budgeted in 2023-24 (See back-up material for funds, departments and account numbers involved).

Sheriff's Department Wages - \$1,036,354.31 General Fund Balance to regular wages, other wages, holiday pay, overtime, retirement, FICA/OASDI due to 20% pay increase not budgeted in 2023-24 (See back-up material for funds, departments and account numbers involved).

Court Security - \$86,719.01 Court Security Contingencies to regular wages, other wages, holiday pay, overtime, retirement, FICA/OASDI due to 20% pay increase not budgeted in 2023-24. (See back-up material for funds, departments and account numbers involved).

Jail - \$279,515.78 General Fund Balance to regular wages, other wages, holiday pay, overtime, retirement, FICA/OASDI due to 20% pay increase not budgeted in 2023-24. (See back-up material for funds, departments and account numbers involved).

Auditor-Controller - \$42,300 General Fund Balance to professional service due to expenses being higher than expected. (See back-up material for funds, departments and account numbers involved).

Auditor-Controller - \$180,000 General Fund Balance to professional services due to expenses being higher than expected. (See back-up material for funds, departments and account numbers involved).

Background and Discussion:**2023-2024 Mid-Year Budget Transfers**

Every year in February, the County makes budget adjustments as they relate to both expenditures and revenues. The Sheriff Employee Association (S.E.A.) employees received a 20% raise after the adoption of the 2023-24 Budget, accounting for \$1,469,134.99 of the transfers from General Fund to wages, other wages, holiday pay, overtime, retirement, FICA/OASDI.

In terms of revenues, the County received CDBG-Cares and a CDBG-ED grant totaling \$1,594,418.14 after the passage of the 2023-24 Budget – thus the need for a Mid-Year Transfer.

Requests from both the Auditor-Controller (\$222,300) and the County Fair (65,000) for transfers from the General Fund of \$287,300 are for unanticipated cost increases in wages, professional services, electricity increases, maintenance and repairs, removal of trees, etc.

Action:

Approve 2023-2024 Mid-Year Budget Transfers in the amount of \$3,341,853.13

Fiscal Impact:

General Fund Impact as described above.

Attachments:

1. Fairgrounds - 20190
2. CDBG-ED - 20595
3. CDBG-Cares - 20585
4. AB109-Sheriff - 70362
5. Sheriff - 70330
6. Court Security - 70387
7. Jail - 70380
8. Auditor-Controller - 20040
9. Auditor-Controller - 20040

Figure 1

(Auditor's Use Only)

Date 2/27/2024

Approval Required

- | |
|---------|
| Board |
| Board |
| Board |
| Auditor |
| Auditor |

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

Total (must equal transfer to total)	65,000.00
--------------------------------------	-----------

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

Total (must equal transfer to total)	65,000.00
--------------------------------------	-----------

FEB 28 2024

102

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

A) See Attached _____

B) See Attached _____

C) See Attached _____

D) See Attached _____

Approved by Department Signing Authority: _____



_____ Approved/ Recommended

_____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

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

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



204 Fairgrounds Road, Quincy, CA 95971 530-283-6272 Fax: 530-283-6431
johnsteffanic@countyofplumas.com www.plumas-sierracountyfair.net

February 27, 2024

Explanations for increases for supplemental expenditure accounts.

A) Reason for request

1. Extra Wages-as noted in the mid-year budget report, we had a couple of instances where we used to pay building superintendents by contract but were told they should be treated as employees, which doubled the cost. We also had some opportunities to use some extra help with certain skills to accomplish some overdue maintenance projects and that cost was not anticipated.
2. Refuse Disposal-in previous years, we have been allowed to take quite a bit of green waste to a private burn pile or the co-gen plant at SPI. Those options are no longer available so we have had to take everything to Waste Management. That cost was not anticipated.
3. Maintenance Buildings and Grounds-A fast growing group of trees on fairgrounds property have been infested with bugs and must be removed. These funds are needed to pay a tree faller and wood chipping company.
4. Electricity-most months have shown a 50% increase. This is our best guess to get us through the end of the year.

B) Source of funds-the fairgrounds still has a cash balance from fire camp and allotment from CDFA.



John Steffanic
Fair Manager

TRANSFER NUMBER
(Auditor's Use Only)

Approval Required

- ## ☒ SUPPLEMENTAL REVENUE ACCOUNTS

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

Page 259 of 290

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

A) See attached memo.

B) _____

C) _____

D) _____

Approved by Department Signing Authority:

Tracy Torgesen 2/23/24



Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

Maria Khan

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

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PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street
Quincy, CA 95971-9143
(530) 283-7011

www.plumascounty.us



February 21, 2024

TO: The Honorable Board of Supervisors
FROM: Tracey Ferguson, Planning Director
SUBJECT: Agenda request for March 5, 2024
RE: Supplemental Budget for **FY 2023/24** increasing revenues and expenditures of \$1,000,000 for the CDBG-ED Grant (Fund 0059, Org. 20595)

Recommended Action

Approve the Supplemental Budget increasing Account 44027 (State Grant) by \$250,000; Account 44028 (State Grant Revenue) by \$750,000; Account 52190 (Professional Services) by \$907,500; and Account 58000 (Transfer Out) by \$92,500.

Background

Budget was set up after the FY 2023/24 budget was approved. Requesting supplemental budget increases in revenues and expenditures of \$1,000,000 for the CDBG-ED Grant (Fund 0059, Org. 20595) increasing:

Account 44027 (State Grant) by \$250,000;

Account 44028 (State Grant Revenue) by \$750,000;

Account 52190 (Professional Services) by \$907,500; and

Account 58000 (Transfer Out) by \$92,500.

TRANSFER NUMBER
(Auditor's Use Only)

Date 2/23/2024

Approval Required

- | | | | |
|----|-------------------------------------|---|---------|
| A. | <input type="checkbox"/> | Transfer to/from Contingencies OR between Departments | Board |
| B. | <input checked="" type="checkbox"/> | Supplemental Budgets (including budget reductions) | Board |
| C. | <input type="checkbox"/> | Transfers to/from or new Fixed Asset, within a 51XXX | Board |
| D. | <input type="checkbox"/> | Transfer within Department, except fixed assets | Auditor |
| E. | <input type="checkbox"/> | Establish any new account except fixed assets | Auditor |

TRANSFER FROM OR☒

SUPPLEMENTAL REVENUE ACCOUNTS

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0058	2058544	44027	State Grant	90,723.43
0058	2058544	44028	State Grant Revenue	503,694.71
Total (must equal transfer to total)				594,418.14



TRANSFER TO OR

☒

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0058	2058552	52190	Professional Services	549,837.83
0058	2058558	58000	Transfer Out	44,580.31
Total (must equal transfer to total)				594,418.14

RECEIVED

FEB 26 2024

**PLUMAS COUNTY
AUDITOR CONTROLLER**

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

A) See attached memo.

B) _____

C) _____

D) _____

Approved by Department Signing Authority:

Tracy Ferguson 2/23/24

☒

Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

Martinez

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

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(530) 283-7011

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February 21, 2024

TO: The Honorable Board of Supervisors
FROM: Tracey Ferguson, Planning Director
SUBJECT: Agenda request for March 5, 2024
RE: Supplemental Budget for **FY 2023/24** increasing revenues and expenditures of \$594,418.14 for the CDBG-Cares (CV2-3) Grant (Fund 0058, Org. 20585)

Recommended Action

Approve the Supplemental Budget increasing Account 44027 (State Grant) by \$90,723.43; Account 44028 (State Grant Revenue) by \$503,694.71; Account 52190 (Professional Services) by \$549,837.83; and Account 58000 (Transfer Out) by \$44,580.31.

Background

Budget was set up after the FY 2023/24 budget was approved. Requesting supplemental budget increases in revenues and expenditures of \$594,418.14 for the CDBG-Cares (CV2-3) Grant (Fund 0058, Org. 20585) increasing:

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TRANSFER NUMBER
(Auditor's Use Only)

Date 2/22/2024

Board
Board
Board
Auditor
Auditor

ances in affected
(attach memo if

Roni Lowery

 Disapproved/ Not recommended

Agenda Item No. _____

Initials _____

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

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

A) TRANSFER TO COVER 20% COLA RECEIVED RETROACTIVE TO 7/1/23

B) GENERAL FUND TRANSFER

C) EXPENSES INCURRED THIS FISCAL YEAR

D) N/A

Roni Towery

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

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

A) TRANSFER TO COVER 20% COLA RECEIVED RETROACTIVE TO 7/1/23

B) CONTINGENCY ACCOUNT

C) EXPENSES INCURRED THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority: Ron Jowley

_____ Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

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A) TRANSFER TO COVER 20% COLA RECEIVED RETROACTIVE TO 7/1/23

B) GENERAL FUND TRANSFER

C) EXPENSES INCURRED THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority: 

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

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A) EXPENSES HIGHER THAN ANTICIPATED

B) WAGES LOWER THAN ANTICIPATED OPEN POSITIONS

C) NEEDS PAID IN FY 23/24

D) _____

Approved by Department Signing Authority: _____

_____ Approved/ Recommended

_____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

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

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: AUDITOR Dept. No: 20040 Date 3/6/2024

The reason for this request is (check one):

			Approval Required
A.	<input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B.	<input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C.	<input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	<input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E.	<input type="checkbox"/>	Establish any new account except fixed assets	Auditor

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001				180,000 ⁰⁰
Total (must equal transfer to total)				180,000 ⁰⁰ 0.00

☒ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20040	510900	PROFESSIONAL SERVICES	
Total (must equal transfer to total)				180,000.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) EXPENSES HIGHER THAN ANTICIPATED

B) _____

C) NEEDS PAID IN FY 23/24

D) _____

Approved by Department Signing Authority: _____

_____ Approved/ Recommended

_____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

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YEAR-TO-DATE BUDGET REPORT



FOR 2024 09									
	ORIGINAL APPROP	TRANFRS/ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED		
0001 GENERAL									
20040 AUDITOR-CONTROLLER									
2004052 AUD SERVICES&SUPPLIES									
2004052 520201	300	0	300	177.84	.00	122.16	59.3%		
2004052 520210	10,000	0	10,000	6,144.82	.00	3,855.18	61.4%		
2004052 520220	3,000	0	3,000	1,272.54	.00	1,727.46	42.4%		
2004052 520221	1,600	0	1,600	640.52	.00	959.48	40.0%		
2004052 520227	500	0	500	212.74	.00	287.26	42.5%		
2004052 520243	5,000	0	5,000	2,211.85	.00	2,788.15	44.2%		
2004052 520250	4,500	0	4,500	1,533.15	.00	2,966.85	34.1%		
2004052 521107	200	0	200	.00	.00	200.00	.0%		
2004052 521230	3,000	0	3,000	.00	.00	3,000.00	.0%		
2004052 521600	600	0	600	444.10	.00	155.90	74.0%		
2004052 521800	4,000	0	4,000	1,039.29	.00	2,960.71	26.0%		
2004052 521900	130,000	0	130,000	158,789.08	.00	-28,789.08	122.1%		
2004052 523710	2,000	0	2,000	.00	.00	2,000.00	.0%		
2004052 524400	1,500	0	1,500	144.74	.00	1,355.26	9.6%		
2004052 525119	5,533	0	5,533	2,766.50	.00	2,766.50	50.0%		
2004052 527000	1,500	0	1,500	450.00	.00	1,050.00	30.0%		
2004052 527500	5,000	0	5,000	328.40	.00	4,671.60	6.6%		
2004052 529500	2,400	0	2,400	7,703.84	.00	-5,303.84	321.0%		
2004052 529500 COMPUTER									
GRAND TOTAL	180,633	0	180,633	183,859.41	.00	-3,226.41	101.8%		

** END OF REPORT - Generated by Amanda Higgins **

Plumas County 11/21

YEAR-TO-DATE BUDGET REPORT



FOR 2024 '09							
	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0001 GENERAL							
20040 AUDITOR-CONTROLLER							
2004051 AUD SALARIES&BENEFITS							
2004051 51000 REGULAR WAGES	445,368	0	445,368	213,343.55	.00	232,024.45	47.9%
2004051 51020 OTHER WAGES	30,000	0	30,000	34,112.40	.00	-4,112.40	113.7%
2004051 51060 OVERTIME PAY	0	0	0	3,952.69	.00	-3,952.69	100.0%
2004051 51070 UNEMPLOYMENT INSU	532	0	532	266.00	.00	266.00	50.0%
2004051 51080 RETIREMENT	144,349	0	144,349	25,786.08	.00	118,562.92	17.9%
2004051 51081 OPEB LIABILITY	14,269	0	14,269	.00	.00	14,269.00	.0%
2004051 51090 GROUP INSURANCE	130,972	0	130,972	54,765.29	.00	76,206.71	41.8%
2004051 51100 FICA/MEDICARE OAS	36,997	0	36,997	19,164.04	.00	17,832.96	51.8%
2004051 51110 COMPENSATION INSU	3,132	0	3,132	3,862.66	.00	-730.66	123.3%
2004051 51128 BILINGUAL ALLOWAN	420	0	420	280.00	.00	140.00	66.7%
2004051 51150 LIFE INSURANCE	1,003	0	1,003	529.23	.00	473.77	52.8%
GRAND TOTAL	807,042	0	807,042	356,061.94	.00	450,980.06	44.1%

** END OF REPORT - Generated by Amanda Higgins **



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: March 12, 2024

SUBJECT: Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on May 7, 2024; discussion and possible action.

Recommendation:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on May 7, 2024; discussion and possible action.

Background and Discussion:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on May 7, 2024; discussion and possible action.

Action:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on May 7, 2024; discussion and possible action.

Fiscal Impact:

No General Fund Impact; review only.

Attachments:

1. Resolution No. 21-8601 - RATIYING THE PROCLAMATION OF A COUNTY WIDE LOCAL EMERGENCY DUE TO WILDFIRES IMPACTING PLUMAS COUNTY
2. REEA42~1

RESOLUTION NO. 21-8601

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL
EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN
PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 8, 2021, the Director of Emergency Services proclaimed a local emergency due to the Beckwourth Complex fire threatening communities in Plumas County; and

WHEREAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

WHEREAS, it has been found that local resources are unable to cope with the effects of said emergency;

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT FURTHER PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 13, 2021 by the following vote:

AYES: Supervisor Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

RESOLUTION NO. 21- **8605**

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL
EMERGENCY DUE TO THE DIXIE FIRE SIGNIFICANTLY IMPACTING COMMUNITIES
IN PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 19, 2021, the Director of Emergency Services proclaimed a local emergency due to the Dixie Fire threatening communities in Plumas County; and

WHEREAS, on July 16, 2021 Governor Gavin Newsom declared a state of emergency in Plumas County due to the Beckwourth Complex Fire; and

WHEREAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the Dixie Fire in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 20, 2021 by the following vote:

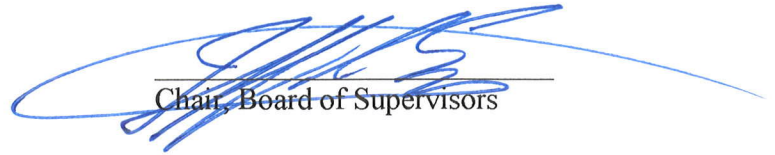
AYES: Supervisor (s): Ceresola, Goss, Thrall, Hagwood, Engel

NOES: None

ABSENT: None

ATTEST:


Clerk of the Board of Supervisors


Chair, Board of Supervisors



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: March 12, 2024

SUBJECT: Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on May 7, 2024; discussion and possible action.

Recommendation:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on May 7, 2024; discussion and possible action.

Background and Discussion:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on May 7, 2024; discussion and possible action.

Action:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on May 7, 2024; discussion and possible action.

Fiscal Impact:

No General Fund Impact; review only.

Attachments:

1. RE4BC8~1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
PROCLAIMING A LOCAL EMERGENCY AND REQUESTING THE GOVERNOR
PROCLAIM A STATE OF EMERGENCY
(PLUMAS COUNTY BLIZZARD & STORM EVENTS)

RESOLUTION 2023- 8767

WHEREAS, the Plumas County Board of Supervisors recognizes that conditions of extreme peril to the safety of persons and property have arisen within Plumas County; caused by the Blizzard that hit the Sierra region and particularly Plumas County, and

WHEREAS, the Blizzard Warning throughout our region originated on Monday, February 26, 2023 through Wednesday, March 1, 2023; and

WHEREAS, another storm warning was in effect for March 4, 2023 through March 6, 2023, and more snow and rain storms are expected throughout March per the national weather service; and

WHEREAS, Plumas County is recovering from the Dixie Fire and many in our region are living in travel trailers and temporary housing through December 31, 2024 due to the loss of 700 homes in our county of 19,915 people. People living in these and other temporary structures are at more risk due to snow loads and freezing conditions; and

WHEREAS, per historical data, areas of Plumas County are close to their max snow loads. Some areas are at or near thresholds for snow load. The average snow load for Almanor Basin is 100 lbs per cubic square foot, some of the last totals are at approximately 80-100 lbs.; and

WHEREAS, Plumas County's only incorporated city had a boil-water-only alert due to freezing temperatures and issues with the water system, affecting 4,500 people; and

WHEREAS, Plumas County's population over 65 years old is 30% - double the State of California's average for this age group - and are less mobile and more vulnerable to these adverse conditions

WHEREAS, staffing is inadequate to cope with removal of the heavy snowfall. Streets remain unplowed due to shortages of essential Public Works employees, causing impacts to essential government services and a hazard for essential emergency first responders; and

WHEREAS, snow removal equipment and other road equipment has been damaged due to the heavy snowfall and while repairs are being attempted, the workload is extreme; and

WHEREAS, due to the significant accumulation of snow from the blizzard and other storms, the predicted rain storms may result in significant flooding; and

WHEREAS, aging HVAC systems throughout County buildings are being stressed and failing in some instances; and

WHEREAS, transportation in the area is significantly disrupted. Highway 70, one of the two major travel corridors is closed indefinitely and has been since the January storms. Highway 80 is sporadically closed as are Highway 32 and 36. Fuel and supplies are a concern. Store shelves are beginning to look bare; and

WHEREAS, schools have seen several days of closure as have County offices due to hazardous travel conditions in the Sierra region; and

WHEREAS, if there were a need for a shelter to open, Plumas residents could not get to it due to snow conditions, unplowed roads and projected heavy snow and rainfall rates.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Plumas, State of California, hereby proclaims that a local emergency exists throughout Plumas County due to the blizzard and snow conditions.

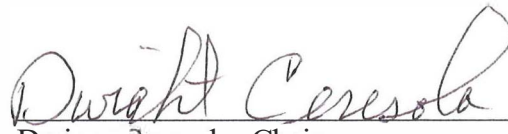
BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Plumas, State of California, hereby directs that:

1. This Proclamation of Existence of a Local Emergency shall be renewed and deemed to continue to exist as provided by state law or until its termination is proclaimed by the Board of Supervisors of the County of Plumas.
2. The Director of Emergency Services for the County of Plumas is hereby designated as the authorized representative of the County of Plumas for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain State and Federal assistance, to include CDAA.
3. During the existence of said local emergency, competitive bidding and other local purchasing, bidding and procurement requirements related to the Local Emergency are suspended.
4. The Director of Emergency Services or his or her designee immediately forward a certified copy of this resolution proclaiming a local emergency with a request that the Governor continue to maintain a State of Emergency for the County of Plumas.
5. Plumas County is not formally requesting California Disaster Assistance Act funds at this time.


PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, on March 7, 2023, by the following vote:

AYES Supervisor(s) Goss, McGowan, Hagwood, Ceresola, Engel

NOTES: None
ABSENT: None


Dwig Ceresola, Chair
Plumas County Board of Supervisors

ATTEST


Heidi White
Clerk of the Board of Supervisors



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: March 12, 2024
SUBJECT: Dixie Fire Settlement Funds; discussion and possible action.

Recommendation:

Dixie Fire Settlement Funds; discussion and possible action.

Background and Discussion:

.

Action:

Dixie Fire Settlement Funds; discussion and possible action.

Fiscal Impact:

Discussion only

Attachments:

1. PG&E Settlement Slide

PG&E Settlement Discussion

REVENUE RECEIVED	AMOUNT	DESCRIPTION
Insurance	\$2.2 million	Rebuild & replacement of \$500,000 for grader
PG&E Settlement	\$7.8 million	Settlement
CalOES/FEMA	\$5 million	Pay for emergency services during the fire
TOTAL	\$15 million	

UNREIMBURSED EXPENDITURES to DATE	DESCRIPTION
Public Works	\$569,498.75 Roads, engineering, administration of projects
Sheriffs Department	\$44,344.00 Substation rent
Calculating	Water, sewer, utilities for rented substation
Miscellaneous	Communications, other needs or equipment?
	\$1,032.00 Water, sewer, utilities for burned structure
	\$350,000.00 Radio Tower replacement equipment due to aging infrastructure; possible to use Title III
County Administrative Office	\$500,000.00 Arcadis contract to collect insurance, write mitigation grants
	\$80,000.00 Arcadis contract to collect insurance, write mitigation grants extension
	\$221,000.00 Environmental work in burn scar - primarily Greenville
Risk Management/OES	\$150,000.00 After-Action Report & Needs Assessment
DFC Coordinator - Grant Mgr/Writ	\$450,000.00 Writer/grant manager to assist with hazard mitigation, rebuild, community - 3 years
Planning - Grant Mgr/Admin/Writ	\$240,000.00 Administrative Assistant to Manage, write and prepare grant required documentation, warrants, etc.
Facility Services	\$204,482.00 Utilities, rent, garbage, water testing, porta-potties, electricity, pumping of septic, etc.
Calculating	Manpower - 3x a week visit to Greenville by crew to service trailers
County Rebuild in Greenville	Calculating Sheriff's Substation - Safety Ctr - Preparation, Engineering, Plans, Materials
	Calculating Town Hall - Community Resource Center - Preparation, Engineering, Plans, Materials
	Calculating Library - Preparation, Engineering, Plans, Materials
Match for Grants	\$2,000,000.00
Investment	\$2,000,000.00
TOTAL	\$6,810,356.75



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: March 12, 2024

SUBJECT: Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) (1 case) of Government Code Section 54956.9

Recommendation:

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Background and Discussion:

See Back-Up Material for Item 4.D.1

Action:

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Fiscal Impact:

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Attachments:

None