

## **BOARD OF SUPERVISORS**

Vacant, 1<sup>st</sup> District  
Kevin Goss, Vice Chair 2<sup>nd</sup> District  
Sharon Thrall, 3<sup>rd</sup> District  
Lori Simpson, 4<sup>th</sup> District  
Jeff Engel, 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF AUGUST 6, 2019 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

### **PLEDGE OF ALLEGIANCE**

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **1. BOARD OF SUPERVISORS**

Select Chair and Vice Chair of the Board of Supervisors for the remainder of 2019

### **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) FACILITY SERVICES**

Approve and authorize the Chair to sign contract, not to exceed \$10,000, between County of Plumas and Siemens Industry, Inc. for service and repair of county's swipe-card security system; approved as to form by County Counsel **View Item**

#### **B) COUNTY ADMINISTRATOR**

Approve and authorize the Chair to sign Memorandum of Understanding between Plumas Superior Court and County of Plumas for FY 2019-2020 **View Item**

#### **C) CLERK OF THE BOARD**

Approve Board minutes for July 2019

**D) SOCIAL SERVICES**

- 1) Approve and authorize the Director of Social Services to sign contract, not to exceed \$2,434 per month, between County of Plumas and Environmental Alternatives for the Transitional Housing Program-Plus; approved as to form by County Counsel [View Item](#)
- 2) Authorize the Department of Social Services/Public Guardian to recruit and fill vacant, funded and allocated .50 FTE Deputy Public Guardian position, created by resignation [View Item](#)

**E) COUNTY COUNSEL**

- 1) Approve and authorize County Counsel to sign Engagement Agreement between County of Plumas and the law firm of Downey Brand for representation as appellate counsel in the matter of Genesee Friends v. County of Plumas (Genesee Valley Ranch LLC, Real Part in Interest), Plumas Superior Court Case No. CV17-00152, legal fees to be paid by Genesee Valley Ranch LLC [View Item](#)
- 2) Approve and authorize the Chair to sign services agreement, not to exceed \$1,200, between County of Plumas and Ray Morgan Company, LLC, retroactive to February 20, 2019, for maintenance services of copy machine; approved as to form by County Counsel [View Item](#)

**F) BEHAVIORAL HEALTH [View Item](#)**

Approve and authorize the Chair to sign the following agreement(s) for FY 2019-2020 Behavioral Health Services; all agreements have been approved as to form by County Counsel:

- West Hills Hospital, not to exceed \$75,000, for therapeutic mental health services
- Granite Wellness Centers, not to exceed \$120,000, residential facility to treat substance abuse
- Environmental Alternatives Second Amendment, not to exceed \$673,050, Mental Health Block Grant
- Maria Assunta Vicini, Tai Chi Instructor, not to exceed \$8,000, low impact exercise program
- Plumas Crisis Intervention Resource Center, not to exceed \$37,500, Medically Assisted Treatment (MAT)
- Empire Recover Center, not to exceed \$30,000, residential facility to treat substance abuse

**G) PROBATION**

- 1) Approve and authorize the Chair to sign agreement, not to exceed \$12,000, between County of Plumas and Plumas Rural Services for Cognitive Behavioral Restructuring Groups; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$22,500, between County of Plumas and Plumas Rural Services for Batterer's Treatment Program; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign contract, not to exceed \$10,000, between County of Plumas and Dale Fry dba Backgrounds and More for background investigations; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign contract, not to exceed \$10,000, between County of Plumas and DeMartile Automotive, Inc. for mechanic services of Probation vehicles; approved as to form by County Counsel [View Item](#)

**H) FARM ADVISOR**

Approve and authorize the Chair to sign Amendment No. 5 to Agreement, not to exceed \$17,928, between County of Plumas and The Regents of the University of California for FY 2019-2020; approved as to form by County Counsel [View Item](#)

**I) SHERIFF**

Approve and authorize the Chair to sign contract, not to exceed \$40,000, between County of Plumas and DeMartile Automotive, Inc. to provide maintenance, service and repair for Sheriff's vehicles; approved as to form by County Counsel [View Item](#)

**J) PUBLIC HEALTH AGENCY**

- 1) Adopt **RESOLUTION** to Accept Grant Agreement Number 19-10363 from the California Department of Public Health, Nutrition Education and Obesity Prevention Branch, and authorize the Director of Public Health to sign the Agreement and execute subsequent documents pertaining to the agreement; approved as to form by County Counsel **View Item**
- 2) Authorize Public Health to recruit and fill vacant, funded and allocated 1.0 FTE Licensed Vocational Nurse I/II (LVN) or Registered Nurse I/II (RN) or Public Health Nurse I/II/III (PHN), created by resignation **View Item**
- 3) Approve and authorize the Chair to sign Subcontract Number HPP1920NORCAL, not to exceed \$11,220.01, with Northern California Emergency Medical Services related to the Hospital Preparedness Program for Fiscal Year 2019-2020; and ratify agreement effective July 1, 2019, approved as to form by County Counsel **View Item**
- 4) Approve and authorize the Chair to sign the Certificates of Compliance for the Veterans County Subvention Program and the Medi-Cal Cost Avoidance Program for FY 2019/2020 from the California Department of Veterans Affairs **View Item**

**K) ASSESSOR**

Approve and authorize the Chair to sign agreement, not to exceed \$3,000, retroactive to May 14, 2019, between County of Plumas and DeMartile Automotive, Inc. for maintenance and repair of vehicles; approved as to form by County Counsel **View Item**

**L) PUBLIC WORKS**

Approve and authorize the Chair to sign Amendment No. 8 to the Professional Services Agreement between the County of Plumas and Dokken Engineering, Inc., not to exceed \$15,716, for the Frazier Creek Guard Rail Transition Design as part of the Gold Lake Forest Highway Guard Rail Replacement Project; approved as to form by County Counsel **View Item**

**3. ALLIANCE FOR WORKFORCE DEVELOPMENT**

Report and update on FY 2018-2019 job seeker and business services for Plumas County

**4. DEPARTMENTAL MATTERS**

**A) PUBLIC HEALTH AGENCY – Andrew Woodruff**

Adopt **RESOLUTION**, Proclaiming August 2019 as “World Breastfeeding Awareness Month” in Plumas County. **Roll call vote View Item**

**B) PLANNING – Tracey Ferguson**

- 1) Adopt **RESOLUTION** authorizing Application for, and Receipt of, SB 2 Planning Grants Program Funds; this resolution is part of the application package that will be submitted to the State Department of Housing and Community Development (HCD), the grant provides financial and technical assistance to local governments to update planning documents for affordable housing programs. **Roll call vote View Item**
- 2) General Plan Annual Progress Report for submittal to the State of California pursuant to Government Code §65400; discussion and possible action **View Item**

## **5. BOARD OF SUPERVISORS**

- A. Approve and authorize the Chair to sign agreement, not to exceed \$25,000, between County of Plumas and Lynn Strom for services as Hearing Officer in cannabis cultivation code enforcement proceedings; approved as to form by County Counsel **View Item**
- B. Pursuant to Plumas County Code §1-9.09 and Government Code §27720, re-appoint Lynn Strom, Attorney at Law, as Plumas County Hearing Officer; discussion and possible action **View Item**
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- E. Appointments

### **CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC)**

Select a Board member to replace Supervisors Sanchez, as alternate, on the CSAC Board of Directors

### **RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)**

Select a Board member to replace Supervisors Sanchez, as alternate, on the RCRC Board of Directors

### **SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT**

Select a Board member to replace Supervisors Sanchez on the Sierra Valley Groundwater Management District Board of Directors

### **LOCAL AGENCY FORMATION COMMISSION (LAFCo)**

Select a Board member to replace Supervisor Sanchez on LAFCo

### **NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT**

Select a Board member to replace Supervisor Sanchez on the Northern Sierra Air Quality Management District Board

### **TRANSPORTATION COMMISSION**

Select a Board member to replace Supervisor Sanchez on the Transportation Commission

### **NORCAL-EMS**

Select a Board member to replace Supervisor Sanchez on the NoRCAL-EMS Board of Directors

## **6. COUNTY MUSEUM**

The Board will adjourn and reconvene this meeting at the County Museum, 500 Jackson St., Quincy, CA, for working lunch and a hosted tour by the Plumas County Museum Association

Adjourn meeting at Plumas County Museum and reconvene at the Board of Supervisors Chambers, 520 Main St. Room 308, Quincy, CA, at 1:00 p.m.

1:00 P.M. **AFTERNOON SESSION**

7. **PUBLIC WORKS/SOLID WASTE DIVISION** – Robert Perreault

- A. **PUBLIC HEARING:** Adopt **RESOLUTION** Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 1 (proposed Rate Increase of 17.22% (residential) and 9.53% (commercial) for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities, as operated by franchise contractor USA Waste of California, Inc., doing business as “Feather River Disposal”). **Roll call vote**  
**View Item**
- B. **PUBLIC HEARING:** Adopt **RESOLUTION** Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 2 (proposed Rate Increase of 4.24% for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities, as operated by franchise contractor Intermountain Disposal, Inc. **Roll call vote** **View Item**

8. **CLOSED SESSION**

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

- A. Conference with Legal Counsel: Claim Against the County of Plumas filed by Georgia Miles on July 26, 2019 **View Item**
- B. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding county facilities: 1446 East Main Street, Quincy, CA
- C. Conference with Legal Counsel: Existing litigation pursuant to subdivision (d) (1) of Government Code §54956.9, County of Plumas, et al., Appellants, v. Dept. of Water Resources, State Water Contractors, Inc., et al., Respondents, California Court of Appeal, Third District, Case No. C071785
- D. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (two cases)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- G. 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

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, August 13, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California.





Kevin Correira  
Director

## County of Plumas Facility Services

198 Andy's Way  
Quincy CA 95971



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

DATE: August 6, 2019

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Goss to sign a contract between Facility Services and Siemens Industry, Inc.

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### **Recommendation**

Approve and authorize Chair Goss to sign a contract between Facility Services and Siemens Industry, Inc.

### **Background and Discussion**

Siemens Industry, Inc. provides service and repair for Plumas County's swipe-card entry security systems at the Court House and Court House Annex. Siemens Industry, Inc. repair services have not been used since the termination of their previous contract and there aren't any outstanding invoices. Contract not to exceed \$10,000.

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

JB

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
PLUMAS SUPERIOR COURT  
AND THE  
COUNTY OF PLUMAS  
2019/2020 FISCAL YEAR**

**PARTIES**

Plumas Superior Court (hereinafter "Court") and the County of Plumas (hereinafter "County") agree to be bound by the terms and conditions of this Memorandum of Understanding (hereinafter "MOU"). The purpose of this MOU is to implement the provisions of the Lockyer-Isenberg Trial Court Funding Act of 1997 (AB233).

**PREAMBLE/GENERAL GUIDELINES**

Assembly Bill 233 (Chapter 850, Statutes of 1997) became effective January 1, 1998, retroactive to July 1, 1997. AB233 recognizes the necessity to provide fiscal independence to the Courts as a constitutionally separate branch of government, while at the same time relieving the County of the financial responsibility of funding trial court operations as defined by California Rules of Court, Rule 10.810.

Because of the long-standing relationship between the County and the Court, it is recognized that issues beyond day-to-day Court operations will have to be resolved over time. The basis of this MOU is to articulate the relationship between the County and the Court regarding the matters addressed herein. It is the intention of the County and the Court that this implementation process will be conducted in a spirit of cooperation and mutual respect.

Though the enactment of the Lockyer-Isenberg Trial Court Funding Act of 1997 created a new relationship regarding certain funding issues, it did not resolve all financial constraints placed on the County and the Court regarding their respective operations. Furthermore, the Act was not intended to sever the interdependent relationship between the County and the Court and the need for the County and the Court to work together on many issues that may involve both entities. The primary purpose of this MOU is to establish a framework for the County and the Court to address, in a positive and constructive manner, the financial and interdependent issues affecting both parties and the need for better cooperation between the County and the Court to continue to successfully carry out their respective obligations to the Plumas County citizens.

The Court and the County base this MOU on the laws in existence on the date of its implementation. Because the full degree of State involvement in Court operations has not yet been fully addressed, these laws are expected to be amended from time to time as circumstances dictate, and unanticipated events may occur that have not been addressed in this MOU.

If and when those amendments and/or events occur, the parties commit to further negotiation to promptly address the impacts of any such amendments and/or events so that these impacts are resolved in a manner that is fair and reasonable to both parties and does not in any, way, shape, manner or form undermine the primary purpose of this MOU.



This MOU is intended to be fair, mutually beneficial and equitable to both parties. To the extent that it realizes this intent, it shall serve as a framework for future agreements between the Court and the County. To the extent that this MOU does not achieve this intent, the parties express their joint willingness to revisit the terms of this MOU to determine if the MOU can be amended so as to result in greater fairness, mutual benefits and equitable terms to both parties.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed between the Court and the County as follows:

**1. TRIAL COURT OPERATIONS FUND**

- 1.1 Pursuant to Government Code §77009, the County has established a trust and agency fund for Trial Court Operations (Fund 7001).
- 1.2 Fund 7001 is not an operating fund of the County.
- 1.3 For fiscal year 2019/2020, interest received by the County, which is attributable to investment of Court funds, shall accrue to the designated Court Fund 7001.

**2. CHARGES FOR COUNTY PROVIDED SERVICES**

- 2.1 Pursuant to Government Code § 71009 et seq., the County may charge the Court for services provided by the County, including indirect costs; if allowed under Rule 10.810 and Government Code § 77003. Charges assessed to the Court for these County-provided services will be consistent with the rates charged to other County departments and special districts for the same or similar services. All charges to the Court by County must be approved and signed off by the Presiding Judge, or his or her designee, before a transfer of funds is completed. Payment for County-provided services will not be unreasonably withheld by the Court.

The County and the Court agreed in the 1999/00 Memorandum of Understanding between the Plumas Superior Court and the County of Plumas, entered into on June 20, 2000, that fiscal year 1999/2000 would be the last fiscal year in which the County could charge the Court for County-provided services using the costs contained in the County-Wide Cost Allocation Plan (COWCAP), prepared in accordance with OMB A-87 (indirect charges).

- 2.2 Direct Charges. Direct charges include the costs of direct services that County departments provide to the Court. These goods and services reflect current charges, unlike the lagging costs of indirect services reflected in the Cost Allocation Plan. The Court agrees to pay to County the following maximum amounts indirect charges for fiscal year 2019/2020, and County shall provide Court, consistent with at least the level of services provided in the 2018/2019 fiscal year, or as otherwise detailed in the service description under the following department for the following services:

- a. Auditor/Controller. The Court will maintain only one fund with the County for the purpose of receiving and transferring revenue from the County. This section expressly disregards costs for auditing services as the Auditor-

Controller will no longer perform these functions on behalf of the Court. The Auditor will issue one check to the Court for the balance in Fund 7001 at the end of each month. Any special services provided by the Auditor to the Court, at the Court's written request, will be billed separately at the composite rate of \$35.00 per hour.

- b. **Information Technology.** Upon all signatories signing the MOU, the Court will pay the County the sum of \$381.96 for services for the period July 1, 2019, through June 30, 2020, as follows:

70276 Trial Courts	Connections	Mo. Fee	Months	Cost	Total
System Access Fee	1	\$31.83	12	\$381.96	\$381.96
<b>Total Annual Cost</b>					<b>\$381.96</b>

- c. **Janitorial/Facility Services.** The Plumas County Sheriff's Office, Correctional Center, shall provide the Court all custodial services, labor, materials, equipment and supplies required to maintain the Court's allocated building spaces at the Historic Quincy Courthouse in a clean and healthful manner. Upon all signatories signing the MOU, the Court will pay the County the sum of \$8,299.00 for the period July 1, 2019, through June 30, 2020. The Court and Plumas County Sheriff's Office agree that costs for the provision of these services (two days per week as set forth in the written Cleaning Bid agreed to by the Plumas Superior Court and the Plumas County Sheriff's Office) during fiscal-year 2019/2020 will be a maximum \$8,299.00. If the level of service changes during the term of this MOU, the payment for services will be adjusted accordingly. The Plumas County Sheriff's Office will provide a reconciliation of the annual cost and send the court an invoice for the fourth quarter. Requests made by the Court to Plumas County which exceed the obligations under existing agreements with the Court shall be paid for by the Court at an agreed upon hourly rate, plus the cost of materials. Unless otherwise agreed to by the parties, this hourly rate shall be \$55.00 dollars per hour.
- d. **Postage Costs.** Upon all signatories signing the MOU, the Court shall make a deposit in the amount of Four Thousand Dollars (\$4,000) to be applied to Total Postage Charges for the 2019/2020 fiscal year. Additionally, any prepaid funds not used by the Court during the 2018/2019 fiscal year shall be carried-over and credited to the Court's postage account for use in the 2019/2020 fiscal year. "Total Postage Charges" shall be defined as the actual costs of postage, including a surcharge for postage machine lease and supplies, based upon the percentage of use by the Court in relation to the overall use of the machine, and supplies that may be provided by the County to Court on a monthly basis. County shall bill the Court for Total Postage Charges on a monthly basis. The amount of each monthly billing shall be deducted by the County from the amount of the prepaid deposit. If an amount is due for Total Postage Charges, the Court shall remit payment within thirty (30) days of the date of the invoice provided by the County. The Court shall provide a two week advance notice to the County of bulk mailings in order to assure postage availability.

- e. **Miscellaneous Employee Benefits.** The Employee's Assistance Program annual charge totals \$277.56 based on the FTE of 9 positions. The charge for additional FTE's shall be \$2.57 per month per person. Upon all signatories signing the MOU, the Court will pay to the County the sum of \$277.56. In the fourth quarter, any adjustments to actual cost will be made.
- f. It is the responsibility of the County to let the Court know if fourth quarter adjustments are necessary for any of the applicable payments by July 15, 2020.

- 2.3 **Dual Service Provider.** When a County employee provides the same or similar Services to both Court and County and such Services to Court are billed to Court on an hourly basis pursuant to this Memorandum, such employee shall record the exact amount of time he or she spent on Trial Court Operations. County shall only bill Court for the employee's actual time spent on Trial Court Operations.
- 2.4 **Verification.** In the event of a request by the Presiding Judge or Designated Officer for additional back-up information regarding any Service being billed or the amount charged, County shall provide such backup within fifteen (15) days of such request. Court and the California Judicial Council Staff shall also have the right to review or audit the records of County, in order to assure compliance with the terms of the Memorandum, Government Code Section 77212 and the California Judicial Council Accounting Standard Number 6.1.1(7).

### 3. FACILITIES

- 3.1 Subject to the terms and conditions of the Historic Courthouse MOU for the Quincy Courthouse between the County, the Court and the Judicial Council of California, Administrative Office of the Courts, dated February 25, 2007, and the Memorandum of Understanding No. FY06/Bldg. 32-A/Construction (New Courtroom Project) Regarding Construction Project at Quincy Courthouse between the County, the Court and the Judicial Council of California, Administrative Office of the Courts, dated July 25, 2007 (New Courtroom MOU), the County recognizes its obligation, pursuant to Government Code §70311, to provide to the Court necessary and suitable facilities with respect to the Quincy Courthouse. The Court will provide notice of any facility deficiencies at the Quincy Courthouse and in determining whether such facilities are necessary and suitable, the reasonable needs of the Court and the fiscal condition of the County shall be taken into consideration. The County will consult with the Court regarding the adequacy and design of space prior to construction, relocation or alteration of the Quincy Courthouse. The Court will not alter space in the Quincy Courthouse in any way without prior authorization from the County Administrator, or in the absence of a County Administrator, the Chairperson of the County Board of Supervisors. If denied, the Court can take the issue to the Board of Supervisors.

It is the intent of the County to prepare a transition plan for ADA improvements, for all County facilities, including the Quincy Courthouse. In preparing the ADA transition plan, the County will allow the Court the opportunity to provide

information to be included in the ADA transition plan. The County reasonably believes that the ADA transition plan will be completed within the next two to three fiscal years. And the County will begin implementation of the transition plan once it is completed with no cost to the Court. In addition to the above, the Parties shall continue to have responsibilities for ADA issues to the extent that such responsibilities are set forth in the New Courtroom MOU.

#### **4. COURT-RELATED FUNDS ADMINISTERED BY COURT**

4.1 The following fund is designated for the exclusive use and control by the Court. Interest earned on balances shall be deposited directly into the following fund under the Court's control.

- Fund 7001– P.C. Trial Courts

#### **5. REVENUE DISTRIBUTION**

5.1 All revenue and civil assessments; collected shall be distributed as required by law.

#### **6. INDEMNIFICATION**

6.1 In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Court and the County pursuant to Government Code section 895.6 to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata; but instead the County and the Court agree that pursuant to Government Code section 895.4, each of the two affected parties shall fully indemnify, hold each of the other parties, their officers, judges, subordinate judicial officers, board members, agents, representatives and employees harmless and defend the other party, its officers, judges, subordinate judicial officers, board members, agents, representatives, and employees from any and all claims, demands, damages, costs, expenses or liability costs including attorney fees, that arise out of, or are alleged to arise out of, or are in any way connected with or incident to the duties or obligations of the indemnifying party, its officers, judges, subordinate judicial officers, board members, employees, representatives, or agents. No party, nor any officer, judge, subordinate judicial, officer, board member, employee, representative or agent thereof will be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of an indemnified party under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this Agreement, subject to and consistent with the rights and, obligations of the parties set forth in the Law Enforcement Act.

#### **7. TERM AND TERMINATION**

7.1 The term of this MOU shall be from July 1, 2019 to June 30, 2020, but may be extended in writing thereafter until a new MOU is executed. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by

County from July 1, 2019 to date of approval of this Agreement by the Board of Supervisors.

- 7.2 If either the Court or County desires to terminate any or all of the services contained within this MOU, written notice shall be given at least ninety (90) days prior to the end of the fiscal year, (i.e. by April 1) or less if by mutual written agreement, to be effective the first day, of the succeeding fiscal year, or earlier, if by mutual written agreement.
- 7.3 Vital Services. Pursuant to California Government Code Section 77212(b), if County elects to terminate a Service to Court, County shall cooperate with Court to ensure that, if said Service is a vital service for Court, it shall be available from other entities that provide such Services. Court understands and agrees that payment for such vital services shall be the responsibility of Court. Notice must be given at least 90 days prior to the end of the fiscal year and shall be effective only upon the first day of the succeeding fiscal year (Govt. Code 77212).

## 8. NOTICES

- 8.1 All notices and demands of any kind which either party may require to serve on the other in connection with this MOU must be served in writing either by personal service or sent by first class mail, postage prepaid and addressed as follows:

If to County:                      Chairperson  
   Plumas County Board of Supervisors  
   520 Main Street  
   Courthouse, Room 309  
   Quincy, California 95971

With a Copy to:                  County Counsel  
   County of Plumas  
   520 Main Street  
   Courthouse, Room 301  
   Quincy, California 95971

If to Court:                        Presiding Judge  
   Plumas Superior Court  
   520 Main Street  
   Courthouse, Room 104  
   Quincy, California 95971

With a Copy to:                  Court Executive Officer  
   Plumas Superior Court  
   520 Main Street  
   Courthouse, Room 104  
   Quincy, California 95971



## **9. INDEPENDENT CONTRACTOR**

**9.1 Independent Contractor.** County, with its departments as its agents, shall perform this Memorandum as an independent contractor, exercising due care and providing the Services with such skill that is customary for providers of such Services. County and the officers, agents and employees of County are not, and shall not be deemed, Court employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Court employees. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this Memorandum shall be performed; provided, however, that Court may monitor the work performed. Court shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to, amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments for County employees who perform services for Court pursuant to this Memorandum.

## **10. DISPUTE RESOLUTION**

- 10.1 Continuation of Services.** Whenever County and Court disagree as to any matter governed by this Memorandum, the dispute resolution process discussed in this Section 10 shall govern. Until the dispute is resolved, County may continue to provide the Services and Court, if County continues said Services, shall continue to make payment therefore as set forth herein. If County elects not to continue to provide said Services due to circumstances beyond County's control or due to financial considerations which result from State funding limitations, Court may elect to seek replacement services.
- 10.2 Request for Meeting.** If after thirty (30) days, Court and County cannot resolve any dispute; either Party may give the other Party a written request for a meeting between the Court Executive Officer and the County Administrator (or, in the absence of a County Administrator, the Chairperson of the Board of Supervisors) for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) days of the receipt of such request. If the meeting fails to occur or fails to resolve the disagreement, nothing in this Memorandum shall preclude the Parties from exercising their legal remedies.
- 10.3 Resolution of Disputes.** Any disputes between the Parties regarding the interpretation or performance of this Memorandum that are not resolved under Section 10.2 above, shall be resolved by submission of the dispute to non-binding mediation.
- 10.4 Jurisdiction and Venue.** If a dispute between the Parties regarding the interpretation or performance of this Memorandum is not resolved under Section 10.3 above, either Party may bring legal action to interpret or enforce this Memorandum in the Superior Court of California, County of Plumas. In the event that such legal action is taken by either Party, the judges for the Superior Court of California, County of Plumas shall recuse themselves from hearing the case. The

Judicial Council of the State of California shall appoint a judge from another jurisdiction within the State to preside over any legal action brought to interpret or enforce this Memorandum.

## 11. FULL AGREEMENT

11.1 This Memorandum of Understanding represents the entire agreement between the Court and County on matters specifically addressed by the terms of this MOU.

Plumas Superior Court:

County of Plumas:

By \_\_\_\_\_  
JANET HILDE, Presiding Judge

By \_\_\_\_\_  
KEVIN GOSS, Chairperson  
Board of Supervisors

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

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

Approved as to form:

By \_\_\_\_\_  
R. Craig Settlemyre, County Counsel

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

[



## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

NEAL CAIAZZO  
DIRECTOR

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

DATE: JULY 16, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR AUGUST 6, 2019 CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION FOR THE DEPARTMENT OF SOCIAL SERVICES TO EXECUTE A CONTRACT WITH ENVIRONMENTAL ALTERNATIVES FOR THE TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS).

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

1. Approve contract with Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth and authorize the Director of the Department of Social Services to execute the agreements.

### **Background and Discussion**

In 2001, the California State Legislature passed and the Governor signed AB 427 (Chapter 125, Statutes of 2001) as an urgency statute. AB 427 established the Transitional Housing Placement and Transitional Housing Placement-Plus (THP-Plus) programs to address the needs of the young adults who "age out" or "emancipate" from the foster care system and are transitioning into independent living. In passing this legislation, the State recognized the unique needs of former foster youth and the challenges they face in such transitions.

Since its initial implementation, various steps have been taken by the Legislature to remove barriers to the implementation of this housing and support program. The most significant step for Plumas County occurred in 2006 with the adoption by the Legislature of AB 1808 (Chapter 75, Statutes of 2006). This legislation changed the cost sharing structure for this program from a 60% County share of the cost to 100% CWS Realignment Fund reimbursement for services and housing support provided under this program.

Based on this change, in April, 2007 Plumas County Department of Social Services submitted a "letter of interest" to the California Department of Social Services and an ensuing County THP-Plus Plan for FY 2007/2008 to fund two slots for transitional housing for young adults ages 18-24 who have emancipated out of the foster care system. Our request was approved.



NEAL CAIAZZO  
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

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

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

DATE: JULY 22, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR AUGUST 6, 2019

RE: AUTHORIZATION TO FILL A VACANT DEPUTY PUBLIC GUARDIAN POSITION  
IN THE OFFICE OF THE PUBLIC GUARDIAN

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

Authorize the Office of the Public Guardian to fill a vacant .50 FTE Deputy Public Guardian position.

**Background and Discussion**

The Office of the Public Guardian has experienced a vacancy in the Deputy Public Guardian position. The position is currently allocated at .50 FTE. The position is vacant due to the resignation of the prior incumbent. As is explained in more detail in the accompanying back up material, the position performs accounting, paying bills, depositing and reconciling Conservatee income for individuals who are under Conservatorship by order of the Superior Court. A Table of Organization is provided showing the location of the vacancy within the organization's structure.

**Fiscal Impact**

The Office of the Public Guardian is a General Fund Department. The Deputy Public Guardian position is funded in the current year County budget.

Copy: DSS Managers (memo only)

## **PLUMAS COUNTY**

### **DEPUTY PUBLIC GUARDIAN/CONSERVATOR**

#### **DEFINITION**

Under supervision, assists with Public Guardian/Conservator services in the County Social Services Department; performs a variety of administrative and support duties in protecting the assets and health of people adjudicated as conservatees under the Public Conservators Office; assists with Public Guardian functions for persons who come under the jurisdiction of the County such as investigating the medical, psychological, financial and social background of customers referred for Conservatorship; provides ongoing case management services and does related work as required.

#### **DISTINGUISHING CHARACTERISTICS**

This classification is responsible for carrying out day-to-day activities that preserve the health, safety and well-being of conservatees who are under the jurisdiction of the County Public Guardian/Conservator and those persons accepted by referral for Representative Payee services. Performance of responsibilities requires knowledge of and the ability to learn complex legal, financial, and social services casework functions and responsibilities.

#### **REPORTS TO**

Chief Deputy Public Guardian

#### **CLASSIFICATIONS DIRECTLY SUPERVISED**

**None.**



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Deputy Public Guardian

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

**Answer: Yes. The County Code provides for the operation of a Public Guardian function.**

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

**Answer: This position provides financial accounting and bill paying services for individuals who have been conserved under the order of the Superior Court.**

- How long has the position been vacant?

**Answer: The position has been vacant since February 24, 2014.**

- Can the department use other wages until the budget is adopted?

**Answer: No.**

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

**Answer: Other Counties typically utilize a Deputy Public Guardian in similar ways to assist with managing Conservatee assets and resources.**

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

**Answer: Adult Protective Services**

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

**Answer: The state allocates funds to Counties to fulfill the mandate the requires Counties to provide services to abused and neglected children. In the absence of filling this position, such funds would go unutilized.**

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

**Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state and local policy decisions. Other Departments could be impacted by such reduction strategies. In particular and in relationship to this position, the County Mental Health Department would be directly impacted if this position is not filled.**

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

**Answer: No.**

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

**Answer: No.**

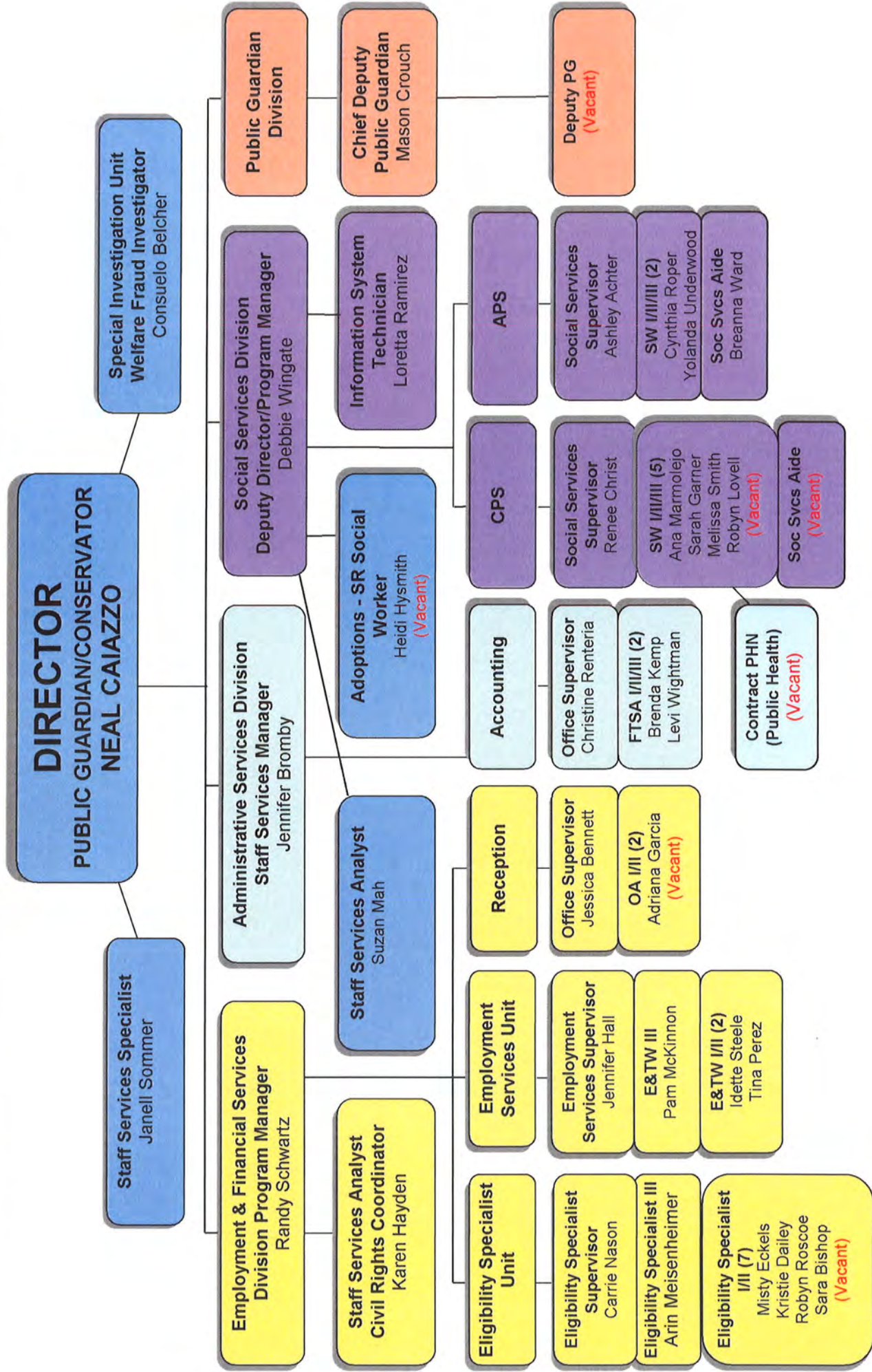
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

**Answer: Filling this position does not change estimated reliance on County General Fund dollars. Public Guardian is currently a General Fund Department.**

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

**Answer: The Department does have a reserve however the reserve is not available to fund Public Guardian at the present time.**

# **PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN**





  
Downey Brand LLP  
455 Market Street, Suite 1500  
San Francisco, CA 94105  
415.848.4800 Main  
downeybrand.com

July 22, 2019

**VIA E-MAIL AND U.S. MAIL**

Brian Russell, General Counsel  
Genesee Valley Ranch, LLC  
Palmaz Companies  
4029 Hagen Road  
Napa, CA 94558  
Email: [brian@palmazvineyards.com](mailto:brian@palmazvineyards.com)

R. Craig Settlemyre, County Counsel  
County of Plumas County  
520 Main St., Rm 302  
Quincy, CA 95971  
[csettlemyre@countyofplumas.com](mailto:csettlemyre@countyofplumas.com)

Re: Engagement of Downey Brand LLP  
*Genesee Friends, et al. v. County of Plumas, et al.*

Dear Mr. Russell and Mr. Settlemyre:

Thank you for retaining Downey Brand LLP (“we” or “Downey Brand”) to serve as counsel for both the County of Plumas (“County”) and Genesee Valley Ranch, LLC (“GVR”)(collectively “you” or “Clients”) in connection with litigation by Genesee Friends against the County and GVR described in more detail below.

This letter and the enclosed Standard Provisions and Terms Concerning Engagement for Services by Downey Brand LLP (“Standard Provisions”) together constitute our agreement concerning the legal services we will be providing to you, our respective responsibilities, the manner in which we will charge you for our fees and out-of-pocket costs, and related matters (“Agreement”). In the event of any conflict between the terms of this letter and the terms of the Standard Provisions, the terms of this letter shall prevail.

Scope of Legal Work

In consideration of your commitments under this Agreement, Downey Brand will represent both the County and GVR in existing litigation filed by Genesee Friends challenging the County’s approval of an application by GVR for a private helicopter landing site on its property in Plumas County (“Proposed Representation”). (*Genesee Friends v. County of Plumas*, Plumas County Superior Court Case No. CV17-00152.) The County is named as the Respondent and GVR is named as the Real Party in Interest. On June 28, 2019, Genesee Friends filed a Notice of Appeal.

Consent to Joint Representation

Under the professional rules of conduct, I am required to inform you regarding the potential conflict of interest that exists by our representing both of you. We need your consent to represent the two of you jointly, as opposed to representing only one or the other of you.

We owe clients a duty of loyalty. If we represent you both, we will be unable to favor one of you over the other, and you will need to agree on how we are to proceed. You may decide to take different approaches to the litigation. If you have separate counsel, you will be able to take divergent positions. If you both have us as your counsel, we cannot do anything to advance the position of one of you over the other.

Likewise, we owe clients a duty of confidentiality. We will not disclose what confidential information you provide to third parties. However, if we represent you both, we will be unable to keep any confidences provided by one of you from the other. If you had separate counsel, your lawyers would be able to keep your confidences as between the two of you.

Clients shall have equal rights and access to all work product generated by Downey Brand for the Proposed Representation.

Please consider how you would like to proceed and take time to consult with separate counsel if you so choose. By signing below, you provide your consent to joint representation by our firm.

Conflicts of Interest

The Proposed Representation presents certain conflicts of interest between two long-term clients of Downey Brand, the Alameda County Flood Control and Water Conservation District, Zone 7 ("Zone 7") and the San Bernardino Valley Municipal Water District ("Valley District")(collectively "Existing Clients") in matters where those Existing Clients are directly adverse to the County. This conflict was described in a letter to you dated June 6, 2019 (see Exhibit A). We anticipate receipt of signed waiver letters by all parties in the coming weeks. As of the date of this letter, we have obtained written consent to waiver of such conflicts by the County and by Valley District. We are still awaiting signed waiver letters from GVR as well as Zone 7. We agree to commence representation upon receipt of waiver letters by both GVR and Zone 7, in addition to receipt of the initial fee deposit described below.

Legal Fees and Costs

The County and GVR have entered into that certain Indemnity Agreement dated October 18, 2017 ("Indemnity Agreement"), which requires GVR to defend, indemnify and hold harmless the County from any claim, action, or proceeding against the County seeking to attack, set aside, void, or annul the County's approval of the private helicopter landing site on GVR's property. Pursuant to that Indemnity Agreement, Clients agree that legal fees and costs for the Proposed



Representation shall be paid by GVR in accordance with the Agreement Regarding Schedule and Terms of Payment between Downey Brand and GVR ("Terms of Payment"), subject to the provisions of this Agreement. Clients understand that if they have any concerns regarding the Indemnity Agreement or the Terms of Payment for the Proposed Representation they must consult with independent counsel.

Downey Brand reserves the right to withdraw from the Proposed Representation for nonpayment of our fees and costs as provided in the attached Standard Provisions. Prior to withdrawal from representation for nonpayment of fees and costs by GVR, Downey Brand will give advance written notice to the County and an opportunity for the County to agree to become responsible for fees and costs in order to continue Downey Brand's representation of the County in the Proposed Representation. Otherwise, County shall not be liable for the payment of any of Downey Brand's fees and costs.

Conclusion

If this letter and the Standard Provisions are acceptable, please sign and return the Acceptance attached to this letter, along with the deposit check from GVR payable to Downey Brand LLP, and a signed consent to waiver of conflicts from GVR. This will signify your agreement to the terms of our engagement as described in this letter and the Standard Provisions. I will notify you immediately upon receipt of a signed consent to waiver of conflicts by Zone 7.

If you have any questions about any of the above or the Standard Provisions, or if you have suggestions which would make our working relationship better, I would be pleased to respond to them.

We appreciate your business and look forward to working with you.

Sincerely,

DOWNEY BRAND LLP



Arielle O. Harris

Enclosures:

Standard Terms  
Exhibit A

\*\*\*\*\*

**ACCEPTANCE OF AGREEMENT,  
CONSENT TO JOINT REPRESENTATION AND  
ACKNOWLEDGMENT AND WAIVER OF CONFLICT OF INTEREST**

Clients accept the terms and conditions set forth in this Agreement pertaining to the engagement of the law firm of Downey Brand LLP for the legal services described in this Agreement. In doing so, we represent and warrant that we have read and understood the terms, disclosures and provisions of this Agreement. We hereby warrant and represent that we are authorized and competent to execute this Agreement on behalf of ourselves and hereby consent to joint representation by Downey Brand LLP as set forth in this Agreement on the terms and conditions indicated. Clients expressly agree to be jointly represented by Downey Brand LLP in connection with the Proposed Representation, having been advised of potential conflicts of interest pertaining to the joint representation, and having been provided the opportunity to consult with independent counsel regarding joint representation and potential conflicts of interest. Clients acknowledge and agree that invoices for the legal services of Downey Brand LLP shall be paid by Genesee Valley Ranch, LLC.

We are authorized to waive such a conflict, with the express conditions set forth in the foregoing letter, as well as other conflicts identified in the letter, and after having the opportunity to consult with independent counsel, Clients waive any and all conflicts that may arise from this representation, as set forth in the foregoing letter.

**GENESEE VALLEY RANCH, LLC**

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Brian Russell, General Counsel

**COUNTY OF PLUMAS**

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
R. Craig Settlemire, County Counsel

**STANDARD PROVISIONS AND TERMS  
CONCERNING ENGAGEMENT FOR SERVICES  
BY DOWNEY BRAND LLP**

The following standard terms and conditions apply to the fee engagement letter which accompanies these terms between Genesee Valley Ranch, LLC and the County of Plumas (collectively “you”), and Downey Brand LLP (“we” or “us”) and are effective as of the date of this letter.

1. Our Respective Responsibilities. In order for us to represent you effectively and thoroughly, certain responsibilities are required of you. You agree to be truthful with us, to cooperate, to keep us informed of any information or developments concerning this matter which may come to your attention, to abide by this Agreement, to pay our bills on time, to communicate with us promptly when necessary, including but not limited to responding when we request you to contact us, and to keep us advised of your address, telephone number, email address (if any), organizational status (if applicable), and location at all times. You agree that you will cooperate with and assist us in all matters related to your representation.

2. Conflicts of Interest. We have conducted a search of our files to determine if any conflicts exist that would make it impossible for us to represent you in this matter. A conflict may occur when we are asked to represent a party against a former or present client, or in certain other situations. If we discover any such conflicts during the course of our representation, we will bring them to your attention promptly. In the event of a conflict of interest, we may not be able to represent you unless we received informed written consent for all persons who must provide such consent under the rules and law that govern attorneys’ professional responsibility.

3. Limitation on Scope of Services. Our services shall be limited to the scope stated in the engagement letter accompanying these Standard Provisions. You acknowledge that we have no responsibility to provide other services, such as, for example, apprising you of changes in the law, mandatory withdrawals from retirement accounts or elections relating to such accounts, or performance of continuing duties of a trustee or other fiduciary, unless we specifically agree to provide such services to you and you agree to provide payment for them.

4. Investigation of Source Information. In many instances clients or others provide us with information we use in connection with the services we render. This includes, for example, legal descriptions we receive from clients or title companies, or securities information we receive from clients or brokers. We will not make any independent investigation regarding the accuracy or completeness of that information and assume that the information furnished to us is accurate.

5. Joint Representation. It is common for multiple parties to employ the same lawyer to assist them. It is important that they understand that because the attorney will be representing multiple parties, they are all considered the attorney’s client, collectively. Accordingly, matters that one person might discuss with the attorney may be disclosed to the other parties. Ethical considerations prohibit the attorney from agreeing with any party to withhold information from the others. The attorney will not give legal advice to any party or make any changes in any legal documents without their mutual knowledge and consent. Of course, anything any party discusses with the attorney is privileged from disclosure to third

parties.

If a conflict of interest arises between the joint clients during the course of representation, or if any of them have a difference of opinion, the attorney can point out the pros and cons of their respective positions or differing opinions. However, ethical considerations prohibit the attorney, as the lawyer for both people, from advocating one of their positions over the other. Furthermore, the attorney would not be able to advocate one of their positions versus the other if there is a dispute at any time as to their respective property rights or interests or as to other legal issues between them. If actual conflicts of interest do arise among the parties of such a nature that in the attorney's judgment it is impossible for the attorney to perform the attorney's ethical obligations to any of them, it would become necessary for the attorney to withdraw as their joint lawyer.

The joint clients are each welcome to have their own counsel for any part or all of the matters with which they are dealing. Any one of them may also forbid the attorney from being involved in any way on behalf of the others.

It is common for multiple parties to employ the same lawyer to assist them. It is important that they understand that because the attorney will be representing both people, they are both considered the attorney's client, collectively. Accordingly, matters that one person might discuss with the attorney may be disclosed to the other person. Ethical considerations prohibit the attorney from agreeing with either person to withhold information from the other. The attorney will not give legal advice to either person or make any changes in any of their legal documents without their mutual knowledge and consent. Of course, anything either person discusses with the attorney is privileged from disclosure to third parties.

If a conflict of interest arises between the joint clients during the course of representation, or if the two of them have a difference of opinion, the attorney can point out the pros and cons of their respective positions or differing opinions. However, ethical considerations prohibit the attorney, as the lawyer for both people, from advocating one of their positions over the other. Furthermore, the attorney would not be able to advocate one of their positions versus the other if there is a dispute at any time as to their respective property rights or interests or as to other legal issues between them. If actual conflicts of interest do arise between them of such a nature that in the attorney's judgment it is impossible for the attorney to perform the attorney's ethical obligations to both of them, it would become necessary for the attorney to withdraw as their joint lawyer.

The joint clients are each welcome to have their own counsel for any part or all of the matters with which they are dealing. Either one may also forbid the attorney from being involved in any way on behalf of the other.

## 6. Attorney and Paraprofessional Fees.

a. Our firm includes lawyers and paraprofessionals with a variety of skills and experience, and we draw upon each other's skills to attempt to provide cost-effective service and to give you the benefit of the best resources available in our firm. While we attempt to assign certain portions of the work to persons with lower billing rates in order to minimize your

legal costs, nonetheless all work not performed by the firm's partners will be done under a partner's supervision, and Downey Brand LLP assumes full responsibility for all work performed.

b. Our lawyers and paralegals bill for any task in six-minute increments, and our minimum charge for any service is one-tenth (0.10) of an hour. We will charge for all tasks we undertake in representing you, including but not limited to such matters as legal research and analysis, drafting of documents (such as pleadings and agreements), review of documents, negotiation, attending meetings, attending depositions, attending meetings of or appearing before public and administrative agencies, and court appearances. We will charge for all telephone calls relating to your case, including, but not limited to, calls with you and any opposing counsel and calls among attorneys and paraprofessionals within the firm. Our legal personnel may confer among ourselves about your matter, as required. When we do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting or other proceeding, each will charge for his or her time. We will charge for waiting time and travel time, both local and out of town. All the charges referred to will be at the rates prevailing when the time is expended.

7. Out of Pocket Costs and Expenses. We will also charge you for costs or expenses we may incur in connection with our representation. These costs and expenses include such things as filing fees, long distance telephone charges, mileage at the then-applicable Internal Revenue Service mileage rate, parking, in-firm or outside photocopying, outside printing, facsimile, word processing, parking, delivery costs (including postage, overnight courier, UPS, and messenger service), computerized legal research, witness fees, deposition and trial transcript costs, consultant and expert witness fees, and the like. Other costs and expenses not listed may also be incurred, for which we will also charge you. We may also charge you for the actual costs of reasonable travel, meals and lodging for trips or travel reasonably necessary for your representation. We will advance smaller costs and expenses, subject to reimbursement. For larger expenses, including for example transcript costs and consultant or expert fees, we may request that you directly pay the specific payee involved. Costs and expenses will be separately stated on our monthly statement.

8. Billing Statements. We will send you a statement for our services as well as costs and expenses on a monthly basis, in most circumstances. Our billing statements will state the date of each service, the name and hourly rate of the professional performing the service, the service performed, and the amount of time devoted to the service performed. Our statement will also include the amounts of out-of-pocket costs we have incurred on your behalf. You authorize us to withdraw sums available in the trust account to pay each statement upon our sending each statement to you. At times, our receipt of costs from vendors may fall behind the month in which they are occurred, and in such circumstances, they will be included in later statements as necessary. The amount, if any, necessary to replenish your deposit account balance to its original amount will also be stated. At times we may send you a statement less frequently than monthly, if no or only minimal fees or costs are incurred or posted for a particular month. In such a circumstance, we may hold those fees and costs and include them in a later statement. We invite your questions at any time about our bills or about the conduct of your matter. However, you agree that you will bring any concern you have about any billing statement within 60 days of



the date on the billing statement, and that your failure to do so constitutes a waiver of the right to later raise any concern about that statement.

9. Billing Rates and Modification. From time to time, we must review and revise our rates in order to keep pace with increasing costs. While we will endeavor to notify you in advance of any rate increase, any such increase will be reflected in our billings to you, and you agree that your receipt of such billings will constitute notice of any rate increase even if we have not notified you of the increase before your receipt of such billings. No other modification of this Agreement is valid unless it is in writing and signed by all parties to this Agreement.

10. Termination of Representation.

a. You may discharge us at any time by written notice which will be effective when we receive it. Unless specifically agreed by you and us, we will provide no further services and advance no further costs on your behalf after receipt of such a notice. If we are your attorney of record in any proceeding at the time you discharge us, you will execute and return a substitution of attorney form, or other similar document necessary to relieve us of your representation in that proceeding, immediately upon receiving it from us. Your termination of our services will not affect your responsibility for payment for services rendered or for out-of-pocket costs incurred before termination as well as for services necessitated and incurred during an orderly transition of the matter to other counsel, if applicable.

b. We may withdraw from representing you at any time as permitted under the Rules of Professional Conduct of the State Bar of California. The circumstances under which such withdrawal is permitted include, but are not limited to, the following: (a) the client consents to the withdrawal, (b) the client's conduct renders it unreasonably difficult for the attorney to carry out the employment effectively, and (c) the client fails to pay attorney's fees or costs as required by the agreement with the attorney. Our withdrawal will not affect your responsibility for payment for services rendered or for out-of-pocket costs incurred before termination as well as for services necessitated and incurred during an orderly transition of the matter to other counsel, if applicable.

c. Our engagement will also terminate upon completion of the services described in this Agreement, whereupon our duties to you under this Agreement will cease. After that time, we will have no continuing duty to monitor the legal adequacy or appropriateness of your estate or tax planning documents; nor will we have any continuing duty to advise you of legal developments that may affect the legal adequacy or appropriateness of your estate or tax planning documents. Termination of this Agreement by completion of the services contemplated hereunder will not affect your responsibility for payment for services rendered or for out-of-pocket costs incurred before termination.

11. Conclusion of Services.

a. When our services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs shall be due and payable immediately.

b. Upon conclusion of our services, you are entitled to take possession of your file, with the exception of attorney notes or memoranda not previously sent to you if such notes or memoranda constitute attorney work product. If you request us to provide your file to you, we will provide it to you promptly, but we have the right to review the file before releasing it to you, and to copy all or portions of it for our records. You agree to pay the reasonable cost of our copying all or a portion of the file if we determine to do so. Further, you may request that we provide you with electronic data relating to our representation of you. You agree that if you request such electronic data, you will pay the reasonable costs of locating such data and transmitting or otherwise copying and delivering it to you.

c. If you do not make a written request for us to turn your file over to you, we may retain your file for a period of up to five years after the conclusion of our services, after which time you agree we may have your file destroyed without contacting you further. If you desire to have the file maintained beyond five years, a separate written agreement must be made between us and you. That agreement may provide for you to bear the cost of maintaining the file.

12. Attorneys' Fees. In the event that any proceeding is instituted (such as, for example, fee arbitration or a lawsuit) to enforce or interpret any part of this Agreement, the prevailing party will be entitled to recover, in addition to the amount of any judgment or award, a sum as and for reasonable attorneys' fees and court or other costs, as applicable, including attorneys' fees reflecting time expended by firm attorneys in representing the firm in any such proceeding.

13. Arbitration. If you do not agree to arbitrate disputes with us, please line out this section and initial it indicating you have lined it out. Arbitration is not a precondition to us representing you. By signing this letter without lining out and initialing this section, you agree that, in the event of any dispute arising out of or relating to this agreement, our relationship, or the services performed (including but not limited to disputes regarding attorneys' fees or costs or our performance of legal services for you), such dispute shall be resolved by submission to binding arbitration in Sacramento, California, before a single retired judge or justice, in accordance with the California Arbitration Act, including Code of Civil Procedure Section 1283.05, which addresses discovery in arbitration.

14. Entire Agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

15. Severability/Jurisdiction/Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. Venue of any action or proceeding arising out of this Agreement, or out of the services to be performed pursuant to this Agreement, shall be the Superior Court of the State of California, in and for the County of Sacramento.

16. Privacy Notice. Attached is a Privacy Notice provided to you pursuant to applicable law.

## **PRIVACY POLICY NOTICE**

ATTORNEYS, LIKE OTHER PROFESSIONALS WHO ADVISE ON PERSONAL FINANCIAL MATTERS, ARE REQUIRED BY FEDERAL LAW TO INFORM THEIR CLIENTS OF THEIR POLICIES REGARDING PRIVACY OF CLIENT INFORMATION. ATTORNEYS HAVE BEEN AND CONTINUE TO BE BOUND BY PROFESSIONAL STANDARDS OF CONFIDENTIALITY THAT ARE EVEN MORE STRINGENT THAN THOSE REQUIRED BY THIS LAW. THEREFORE, WE HAVE ALWAYS PROTECTED YOUR RIGHT TO PRIVACY.

IN THE COURSE OF PROVIDING OUR CLIENTS WITH LEGAL SERVICES, WE RECEIVE SIGNIFICANT PERSONAL FINANCIAL INFORMATION FROM OUR CLIENTS. AS A (i) CURRENT; (ii) FORMER; OR (iii) PROSPECTIVE CLIENT OF DOWNEY BRAND LLP, YOU SHOULD KNOW THAT ALL INFORMATION THAT WE RECEIVE FROM YOU IS HELD IN CONFIDENCE, AND IS NOT RELEASED TO PEOPLE OUTSIDE THE FIRM, EXCEPT AS AGREED TO BY YOU, OR AS REQUIRED UNDER AN APPLICABLE LAW.

WE RETAIN RECORDS RELATING TO THE PROFESSIONAL SERVICES THAT WE PROVIDE SO THAT WE ARE BETTER ABLE TO ASSIST YOU WITH YOUR PROFESSIONAL NEEDS AND, IN SOME CASES, TO COMPLY WITH PROFESSIONAL GUIDELINES. IN ORDER TO GUARD YOUR NONPUBLIC PERSONAL INFORMATION, WE MAINTAIN PHYSICAL, ELECTRONIC, AND PROCEDURAL SAFEGUARDS THAT COMPLY WITH OUR PROFESSIONAL STANDARDS.

THE FEDERAL TRADE COMMISSION REGULATIONS PROVIDE THAT THIS NOTICE MUST INCLUDE A PROVISION FOR YOU TO REQUEST THAT THE FIRM NOT RELEASE YOUR NONPUBLIC PERSONAL INFORMATION. ALTHOUGH SUCH A REQUEST IS UNNECESSARY SINCE WE DO NOT DISCLOSE YOUR NONPUBLIC PERSONAL INFORMATION, IN THE INTERESTS OF SATISFYING THE REGULATIONS, WE ARE HEREBY ADVISING YOU OF YOUR RIGHTS IN THAT REGARD.

# # #

## **EXHIBIT A**

Letter Pertaining to Conflicts of Interest Between  
Plumas County, Genesee Valley Ranch, Zone 7, and Valley District

June 6, 2019

VIA E-MAIL AND U.S. MAIL

R. Craig Settlemire, County Counsel  
County of Plumas  
520 Main Street, Room 302  
Quincy, CA 95971  
[csettlemire@countyofplumas.com](mailto:csettlemire@countyofplumas.com)

Brian Russell, General Counsel  
Genesee Valley Ranch, LLC  
4029 Hagen Rd  
Napa, CA 94558 USA  
[brian@palmazvineyards.com](mailto:brian@palmazvineyards.com)

**Re: Waiver of Potential Conflict – Representation of New Client Plumas County and Existing Clients Alameda County Flood Control and Water Conservation District, Zone 7, and San Bernardino Valley Municipal Water District**

Dear Mr. Settlemire and Mr. Russell:

Thank you for requesting that Downey Brand LLP (“Downey Brand”) serve as counsel to the County of Plumas (“County”) and Genesee Valley Ranch, LLC (“GVR”) in connection with litigation by Genesee Friends against the County and GVR (the “Proposed Representation”) described in more detail below.

The Proposed Representation presents certain conflicts of interest. Downey Brand currently represents two long-term clients of the firm, the Alameda County Flood Control and Water Conservation District, Zone 7 (“Zone 7”) and the San Bernardino Valley Municipal Water District (“Valley District”) (collectively, the “Existing Clients”) in matters where the Existing Clients are directly adverse to the County.

The rules of legal ethics governing attorneys prohibit our firm from representing one current client adversely to another current client, absent both clients’ informed written consent after disclosure of the conflict and the opportunity to seek the advice of independent counsel. (*See* Cal. Rule of Prof’l Resp. 1.7(a).) The rules also prohibit our firm from representing a client, absent the affected client(s)’ informed written consent if there is “significant risk” that the lawyer’s representation of a client may be “materially limited by the lawyer’s responsibilities or relationships with another client.” (Rule 1.7(b)). In addition, the rules require written disclosure to a client where the lawyer or another lawyer in the same firm has a legal, business or



professional relationship or responsibility to another party or witness in the same matter. (*See* Rule 1.7(c)).

In order to obtain a waiver, we must disclose to each affected client the relevant circumstances and reasonably foreseeable adverse consequences of concurrent representation. The purpose of this letter is to make these disclosures, and to seek the County's informed consent to all actual and potential present and future conflicts associated with the Proposed Representation, as described herein.

Waiver of these conflicts by the County, Zone 7, and Valley District is required before we may undertake the Proposed Representation. Because we believe that the conflicts here are waivable by sophisticated parties, all with access to independent counsel, we plan to send similar letters to our Existing Clients asking that they, similarly, waive the conflict. We believe that waiving this conflict will not have a detrimental effect on the County, Zone 7, or Valley District.

### ***The Proposed Representation***

The County and GVR have requested that Downey Brand represent them in existing litigation filed by Genesee Friends challenging the County's approval of an application by GVR for a private helicopter landing site on its property in Plumas County ("Proposed Representation"). (*Genesee Friends v. County of Plumas*, Plumas County Superior Court Case No. CV17-00152.) The County is named as the Respondent and GVR is named as the Real Party in Interest. The Proposed Representation involves claims under the California Environmental Quality Act and the California Planning and Zoning Law. The County and GVR are requesting to retain Downey Brand with regard to any appeal filed by Genesee Friends of the trial court's judgment.

### ***Conflicts of the Proposed Representation with Our Representation of Current Clients***

Downey Brand has served as special water counsel for Valley District for more than twenty years. In the course of that representation, we have served as litigation counsel in at least three different cases where the County has been an adverse party: (i) the so-called *Monterey Agreement* litigation (which is now concluded), the (ii) the follow-up *Center for Food Safety* litigation, and (iii) the litigation by the County and the County of Butte challenging the settlement agreement reached by the California Department of Water Resources, the State Water Contractors and other parties in connection with the relicensing of the Oroville Dam hydroelectric facility before the Federal Energy Regulatory Commission. Thus, we are at present directly adverse to the County in at least two active cases.

Since 2010, David Aladjem has served as general counsel for Zone 7. In our capacity as general counsel, we advise Zone 7 on the full range of matters that arise for a major water agency, from employment and personnel issues, to water supply and environmental compliance issues. Zone 7, as another member of the State Water Contractors, has been active in the three litigation matters described above and we are representing Zone 7 in the two active matters, just as we are representing Valley District.

More generally, the interests of the County have been directly opposite to the interests of our clients on a number of other matters relating to the Bay-Delta watershed, even if there has not been formal adversity.

Accordingly, we may only undertake to represent the County in the Proposed Representation if the County and the Existing Clients all agree to waive the conflict.

***Reasonably Foreseeable and Adverse Consequences***

The following foreseeable and adverse consequences to you could result from the simultaneous representation of the County in this matter and the Existing Clients in their ongoing matters described above.

***A. Duty of Loyalty***

Attorneys have a duty of loyalty requiring them to do their professional best to serve each client they represent. This standard requires our attorneys to pursue each client's position(s) vigorously, which may require attorneys to take advantage of an opposing party's weaknesses, if they are known and if it is ethical to do so. Thus, when we a law firm represents a client and then represents another client who is an adverse party to the first client, even in an unrelated matter, either or both clients might be concerned that we could favor one or another client and, as a result, fail to press the one client's interests as vigorously as possible in order to gain favor with the other client. While based on what is currently known and knowable, we do not believe this result would occur, such a result is at least theoretically possible. Our representation of the Existing Clients should not lessen our representation of you in the Proposed Representation. Nonetheless, it is important to disclose the possibility of these conflicts and consequences to you. Further, should a conflict under the duty of loyalty arise in the future, we would raise the issue with you at that time to determine whether the conflict waiver may continue in place.

At this time, we believe that we are able to provide competent and diligent representation to both Existing Clients and to the County, but if at any time we do not feel that we are able to do so, we may need to withdraw from our representation of one or both clients, subject to the conditions described below under "Proposed Resolution."

***B. Client Communication and the Duty of Confidentiality***

California attorneys also have two duties that may conflict when they represent one client against another who is a client in the same or separate matter or that have potentially or actually conflicting positions. First, under the duty of confidentiality, attorneys must guard client confidences and secrets at every peril to themselves. Second, attorneys must keep their clients reasonably informed about significant developments related to their clients' representation. Thus, under the duty of confidentiality, we are not allowed to reveal to the County any confidences we receive from the Existing Clients and conversely, we also are not allowed to

reveal to the Existing Clients any confidences or secrets we obtain from the County. At the same time, if we possess any such confidences or secrets that constitute or relate to significant developments in a client's representation, we would have a duty to disclose those confidences and secrets to that client (either you, or Zone 7, or Valley District, as the case may be). Thus, for us to represent both the County and the Existing Clients, each of you must waive the conflict posed by the collision of these two rules. Specifically, the County and the Existing Clients must each waive any right each of you might otherwise have for us to reveal to one of you the confidences or secrets of the other, or to use such confidences or secrets of the other to your benefit.

We note, however, that we do not think in reality this conflict will arise, because the matters are unrelated, and it is unlikely that Downey Brand attorneys handling this matter will learn confidences and secrets of the County that would be significant to the matters being handled for the Existing Clients against the County, or will learn confidences and secrets of the Existing clients that would be significant to the Proposed Representation of County. Again, however, it is important that we disclose these possible conflicts to you.

The most obvious foreseeable adverse consequence related to such a waiver is that, even if attorneys representing the County possess confidences and secrets of the Existing Clients that may be helpful in your representation, they will not reveal to you or use such confidences or secrets. By signing below, you acknowledge that potential consequence, and waive any right you might otherwise have for us to reveal to you the confidences or secrets of the Existing Clients where applicable to you, or to use such confidences or secrets of theirs to your benefit.

### ***Proposed Resolution***

As suggested above, the Proposed Representation is entirely unrelated to any of the matters that we are handling for either of the Existing Clients or any other clients of the firm. For this reason, we believe that it is appropriate, upon the receipt of informed waivers from Zone 7, Valley District, and the County, to represent the County and GVR in the Proposed Representation.

Due to our ongoing relationship with and representation of Zone 7 and Valley District, the Proposed Representation is expressly conditioned on the County and GVR's agreement to the following terms and advance waiver:

- Downey Brand will continue to represent the Existing Clients in connection with the current representations of those clients as described above. By signing below, the County and GVR waive any and all conflicts associated with such representations, and will not seek to disqualify Downey Brand from representing the Existing Clients in those matters.
- Downey Brand may continue to represent the Existing Clients and/or all other Downey Brand clients as of the date of this letter in any and all other matters that may arise in the future related to water supply, water quality, or water rights, regardless of whether such

future representations are adverse to the County or GVR. By signing below, the County and GVR waive conflicts associated with such representations, and agree that they will not seek to disqualify Downey Brand from any such matters.

- As an example, for purely illustrative purposes only, if the California Department of Water Resources seeks to submit another petition to the California State Water Resources Control Board for a Delta Conveyance Facility (i.e., a new Delta tunnel), the County and GVR will not seek to disqualify Downey Brand from representing any client in that future matter even if the County or GVR is adverse to the Downey Brand client in that future matter.
- As another example, again purely for illustrative purposes, many Downey Brand clients are currently involved in negotiations relating to Voluntary Agreements that would be associated with the State Water Resources Control Board's adoption of new water quality objectives for the Sacramento River and Delta watersheds. Again, the County and GVR will not seek to disqualify Downey Brand from representing any client in this future matter (including any litigation arising out of the adoption of new water quality objectives) even if the County or GVR is adverse to the Downey Brand client in that future matter.

The County and GVR acknowledge that this representation is limited to the specific terms of the Proposed Representation and does not constitute the broader representation of the County or GVR on other matters. Downey Brand specifically disclaims any responsibility for any representation other than that describe above.

***Consent***

If you are willing to agree to waive the conflicts described above, please so signify by signing and dating the letter below and returning a copy of this letter to us by scanned PDF. We appreciate your willingness to proceed with the representation arrangements described in this letter. If you have any questions, please feel free to contact either of us.

Sincerely,

DOWNEY BRAND LLP



Arielle O. Harris



David R.E. Aladjem

**AGREED AND ACCEPTED:**

I have read the foregoing letter concerning the conflicts of interest associated with Downey Brand LLP's simultaneous representation of Plumas County, Zone 7, and Valley District. I understand the possible consequences of those conflicts. I am authorized to waive such conflicts on behalf of the County of Plumas, and after having the opportunity to consult with independent counsel, the County of Plumas hereby waives any and all current and potential conflicts of interest as such conflicts of interest are described in the foregoing letter.

PLUMAS COUNTY

By: \_\_\_\_\_  
R. Craig Settlemyre  
County Counsel, County of Plumas

Dated: June \_\_\_, 2019

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**AGREED AND ACCEPTED:**

I have read the foregoing letter concerning the conflicts of interest associated with Downey Brand LLP's simultaneous representation of Plumas County, Zone 7, and Valley District. I understand the possible consequences of those conflicts. I am authorized to waive such conflicts on behalf of the Genesee Valley Ranch, and after having the opportunity to consult with independent counsel, the Genesee Valley Ranch hereby waives any and all current and potential conflicts of interest as such conflicts of interest are described in the foregoing letter.

GENESEE VALLEY RANCH

By: \_\_\_\_\_  
Brian Russell  
General Counsel, Genesee Valley Ranch, LLC

Dated: June \_\_\_, 2019







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

Plumas County Courthouse  
520 Main Street, Room 301  
Quincy, California 95971-9115

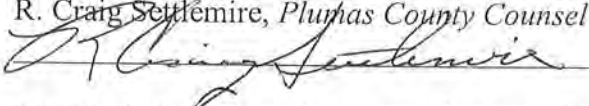
December 29, 2017

**R. CRAIG SETTLEMIRE**  
COUNTY COUNSEL  
**GRETCHEN STUHR**  
DEPUTY COUNTY COUNSEL  
**MARI SNYDER**  
PARALEGAL/SMALL CLAIMS ADVISOR

Phone: (530) 283-6240  
Fax: (530) 283-6116

**INTEROFFICE MEMORANDUM**

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

**FROM:** R. Craig Settlemyre, *Plumas County Counsel*  


**SUBJECT:** Approval of Services Agreement between County Counsel's Office and Ray Morgan Company, LLC, for Board of Supervisor's Meeting on August 6, 2019.

**Background:**

The County Counsel's existing service agreement with Ray Morgan Company, LLC expired on February 19, 2019, along with the lease of the current copier. Following the expiration of the lease, it was determined a buyout of the copier was the most cost effective option, and it was purchased in May 2019. There was a delay in processing the services agreement with Ray Morgan due to this buyout process, and the fact that Ray Morgan Company converted from a corporation to a limited liability company in early 2019. A service agreement with Ray Morgan LLC is necessary to the daily operation of the County Counsel's office.

**Proposal:**

The County Counsel's office would like to enter into a 12 month service agreement with Ray Morgan Company, LLC, at a quarterly rate of \$56.35, plus \$.0098 for every black and white image made in excess of 5,000, for copies and maintenance service.

**Action:**

It is recommended that the Board of Supervisors approve the attached Services Agreement, retroactive to February 20, 2019, and ratify and approve for payment any services provided by the Contractor from February 20, 2019, until the date of approval.

END OF MEMORANDUM

### 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 **Office of County Counsel** (hereinafter referred to as "County"), and Ray Morgan Company, LLC (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 One Thousand Two Hundred Dollars (\$1,200.00).
3. **Term.** The term of this Agreement commences February 20, 2019 and shall remain in effect through February 19, 2020 unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from February 20, 2019 to date of approval of this Agreement by the Board of Supervisor.
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

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conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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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 as 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

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

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

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the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

County Counsel's Office  
County of Plumas  
520 Main Street, Room 302  
Quincy, CA 95971  
Attention: Mari Snyder

Contractor:

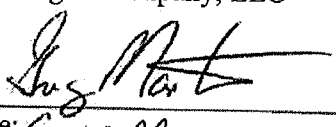
Ray Morgan Company  
3131 Esplanade  
Chico, CA 95973  
Attention: Mike Wysong

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

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

**CONTRACTOR:**

Ray Morgan Company, LLC

By:   
Name: Greg Martin  
Title: \_\_\_\_\_  
Date signed: 06/27/2019

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Michael Sanchez  
Title: Chair, Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

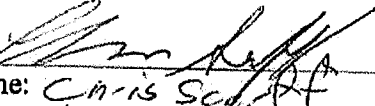
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Nancy DaForno, Clerk of the Board of Supervisors

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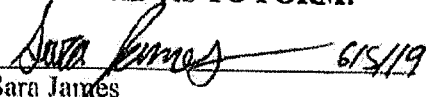
CONTRACTOR INITIALS \_\_\_\_\_



CONTRACTOR:  
Ray Morgan Company, LLC

By:   
Name: Chris Scott  
Title: Vice President  
Date signed: 7/1/19

APPROVED AS TO FORM:

 6/5/19  
Sara James  
Deputy Plumas County Counsel

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## EXHIBIT A

### Scope of Work

1. Contractor shall provide maintenance services for one Canon ImageRunner 1750if copy, scanner, fax machine and related parts and equipment (the "Covered Equipment").
2. Maintenance services and materials as described in Paragraph 3 of this Exhibit, will be provided by Contractor for the Covered Equipment which includes inspection, adjustment, parts, drum replacement, cleaning materials required for the proper operation of the Covered Equipment, black toner, and developer. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.
3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn due to normal use and which are necessary for servicing and maintenance adjustments.
4. All service calls under this agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment. Services to be furnished outside of normal business hours may be provided at rates mutually agreed upon by Contractor and the County.
5. Contractor will respond to service calls from the County within two (2) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is nonfunctional and repairs cannot be completed within twenty-four (24) working hours.

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## **EXHIBIT B**

### **Fee Schedule**

1. County shall pay a flat fee of \$56.35 every quarter for up to 5,000 black & white images per quarter on the equipment covered by this Agreement.
2. County shall pay an additional .0098 for every black & white image made in excess of 5,000 per quarter, to be added to the quarterly invoice.
3. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
4. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
5. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.

 COUNTY INITIALS


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## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971  
(530) 283-6307 FAX (530) 283-6045

Tony Hobson Ph.D., Director



DATE: August 6, 2019  
TO: Honorable Board of Supervisors  
FROM: Tony Hobson Ph.D., Behavioral Health Director   
SUBJECT: Consent Agenda

### Recommendation

1. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign an \$75,000.00 Agreement with West Hills Hospital.
2. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign an \$120,000.00 Agreement with Granite Wellness Centers, formerly conducting business as Community Recovery Resources.
3. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign a Second Amendment to Agreement with Environmental Alternatives to increase contract limit amount to \$673,050.00.
4. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign an \$ 8,000.00 Agreement with Maria Assunta Vicini, Tai Chi Instructor.
5. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign an \$37,500.00 Agreement with Plumas Crisis Intervention Resource Center.
6. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign an \$30,000.00 Agreement with Empire Recovery Center.

## **BACKGROUND AND DISCUSSION:**

1. The \$75,000.00 Agreement is with West Hills Hospital, provides therapeutic mental health and chemical dependency services. This Agreement has been approved to form by County Counsel.
2. The \$120,000.00 Agreement with Granite Wellness Centers, formerly conducting business as Community Recovery Resources, is also a residential facility to treat substance use. This Agreement has been approved to form by County Counsel.
3. The Second Amendment would increase and expand specialized mental health treatment. The funds for this increase stem from the Mental Health Block Grant, which we currently use for jail-based services. This Amendment has been approved to form by County Counsel.
4. The \$8,000.00 Agreement with Maria Assunta Vicini, Tai Chi Instructor, this program will provide an overall positive approach to improving health through low impact exercise program open to all citizens in the Portola area. Tai Chi services are paid out of the Mental Health Services Act.
5. The \$37,500.00 Agreement with Plumas Crisis Intervention Resource Center and Behavioral Health, as the contractor, to provide, Medically Assisted Treatment, MAT. Public Health had this service agreement with the District Attorney's Office/Alternative Sentencing and Plumas Crisis Intervention Resource Center. Behavioral Health has now taken the role of providing MAT services. This is a county collaborative to provide effective MAT treatment and screening to those involved in the criminal justice system. This Agreement has been approved to form by County Counsel.
6. The \$30,000.00 Agreement with Empire Recovery Center, a residential facility to treat substance use. This Agreement has been approved to form by County Counsel.

**FINANCIAL IMPACT:** There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

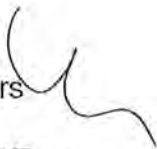
## Department of Probation

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



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

DATE: July 17, 2019

TO: Honorable Board of Supervisors 

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Approve the contract between the Plumas County Probation Department and Plumas Rural Services Cognitive Behavioral Restructuring Groups

---

### **Recommendation**

Approve and authorize the Chair to sign a contract between the Plumas County Probation Department and Plumas Rural Services for their 16 week Cognitive Behavioral Restructuring Groups program (CBRG).

### **Background and Discussion**

The Probation Department contracts with Plumas Rural Services to provide services to assist clients of the Probation Department see how their current belief system affects their lives and accept the consequences of such behavior. CBRG assists clients in changing their criminal thinking with the ultimate goal of preventing crime and future victimization.





**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

## Department of Probation

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



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

262

DATE: July 15, 2019

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Approve the contract between the Plumas County Probation Department and Plumas Rural Services Batterer's Treatment Program

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### Recommendation

Approve and authorize the Chair to sign a contract between the Plumas County Probation Department and Plumas Rural Services for the Batterer's Treatment Program.

### Background and Discussion

The Probation Department contracts with Plumas Rural Services to provide services which facilitate offender compliance with statutory requirements related to Domestic Violence cases. It is a goal that persons convicted of Domestic Violence crimes be rehabilitated with strategies, programs and services that change their behavior.



**Erin Metcalf**  
Chief Probation Officer

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



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

**DATE:** July 15, 2019  
**TO:** Honorable Board of Supervisors  
**FROM:** Erin Metcalf, Chief Probation Officer  
**SUBJECT:** Approve contract between the Plumas County Probation Department and Dale Frye dba Backgrounds and More

**Recommendation:**

Approve the contract between Plumas County and Dale Frye dba Backgrounds and More.

**Background:**

Dale Frye dba Backgrounds and More completes pre-employment Peace Officer background investigations for Probation Officers. Each background investigation is \$1,300.



**Erin Metcalf**  
Chief Probation Officer

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



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

DATE: July 15, 2019

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Approval of contract between the Plumas County Probation Department and DeMartile Automotive, Inc.

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**Recommendation**

Approve and Authorize the Chair to sign a contract between the Plumas County Probation Department and DeMartile Automotive, Inc. for the purpose of providing general mechanic services for the Probation Department vehicles.

**Background and Discussion**

The Probation Department contracts with DeMartile Automotive, Inc. to perform a variety of auto repair and maintenance services.

David Lile  
County Director, Livestock & Natural Resources Advisor  
office: (530) 283-6270 fax: (530) 283-6088  
208 Fairground Road  
Quincy, CA 95971  
dfille@ucanr.edu  
<http://ucce-plumas-sierra.ucdavis.edu>

**Date:** July 25, 2019

**To:** Honorable Board of Supervisors

**From:** David Lile, County Director  
Plumas-Sierra Cooperative Extension

**Re:** Amendment No. 5 to Agreement No. Y14-2441 between County of Plumas and The Regents of the University of California

**Recommendation:** Approve and authorize the Chair to sign Amendment No. 5 to Agreement No. Y14-2441 between County of Plumas and The Regents of the University of California.

**Background and Discussion:** Per this Amendment, Plumas County agrees to extend the period of performance and funding for FY 2019-2020 and contribute 25% of the salary and benefits for the UCCE 4-H Program Coordinator serving Plumas-Sierra Counties.





GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR


# Office of the Sheriff

## Office of Emergency Services

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

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## Memorandum

DATE: July 22, 2019  
TO: Honorable Board of Supervisors  
FROM: Sheriff Greg Hagwood   
RE: Agenda Items for the meeting of August 6, 2019

### It is recommended that the Board:

Approve and sign contract #PCSO00016 between the Plumas County Sheriff's Office (PCSO) and DeMartile Automotive, Inc. in the amount of \$40,000.

### Background and Discussion:

The term of this contract is 10/01/19 – 09/30/20. This purpose of this agreement with DeMartile Automotive, Inc is to provide maintenance, service and repair to the Sheriff's vehicles.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made this 1st day of October, 2019, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and DeMartile Automotive, 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 (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty Thousand Dollars and No/100 (\$40,000.00).
3. Term. The term of this agreement shall be from October 1, 2019 through September 30, 2020, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this

Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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



coverage (including non-owned automobiles) shall meet the following requirements:

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

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

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

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_

conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

DeMartile Automotive, Inc.  
200 E. Main Street  
Quincy, CA 95971  
Attention: Kathy DeMartile

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.
25. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

DeMartile Automotive, Inc.,  
a California corporation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

COUNTY:

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

By: \_\_\_\_\_  
Name:  
Title: Board of Supervisors, Chair

Approved as to form:

Plumas County Counsel

By: *Dea Jones* 7/19/19  
*Deputy County Counsel*

## **EXHIBIT A**

### **Scope of Work**

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Lube, oil and filter changes (LOF).
  - b. Vehicle inspection.
  - c. Tire rotation.
  - d. Mounting and balancing of tires.
  - e. Sale and installation of new tires.
  - f. Engine repair and replacement.
  - g. Drivetrain repair and replacement.
  - h. Diagnostics, including driveability and mechanical repairs.
2. Notwithstanding the foregoing, Contractor shall not be responsible for providing paint or body repairs.
3. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

## **EXHIBIT B**

### **Fee Schedule**

1. Labor shall be charged at \$85.00 per hour.
2. All store parts shall be provided at list price minus ten percent (10%).
3. All dealer ship parts shall be provided at list price minus five percent (5%).
4. County shall pay actual shipping charges for parts.
5. Parts discounts do not apply to parts used in oil changes.
6. LOF changes with inspection shall be charged at \$52.00 (all inclusive) for up to seven (7) quarts of oil. If less oil is used, an appropriate discount will be applied by Contractor.
7. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
8. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



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## Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

Mark Satterfield, M.D, Health Officer

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** July 9, 2019  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff  
**Agenda:** Item for August 6, 2019

**Item Description/Recommendation:** Approve a Resolution to Accept Grant Agreement Number 19-10363 from the California Department of Public Health, Nutrition Education and Obesity Prevention Branch, and authorize the Director of Public Health to sign the Agreement and execute subsequent documents pertaining to the agreement.

**Background Information:** Pursuant to a grant from the California Department of Public Health, Plumas County Public Health Agency (PCPHA) will create innovative partnerships that assist SNAP-Ed eligible consumers in adopting healthy eating and physical activity behaviors, as part of a healthy lifestyle. The goal of this program is to provide Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) participants and those eligible up to 185 percent Federal Poverty Level (FPL) are educated and receive support to consume healthy foods and beverages, reduce consumption of less healthy foods and beverages and to increase physical activity. These are the behavioral outcomes that the U.S. Department of Agriculture (USDA) expects and have the potential to reduce the prevalence of obesity and the onset of related chronic diseases in the SNAP-Ed population.

A copy of the Grant Agreement between the California Department of Public Health and Plumas County Public Health Agency is on file with the Clerk of the Board for your review.

Please feel free to contact me should you have any questions. Thank you.

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RESOLUTION NO. 19-\_\_\_\_\_

**RESOLUTION TO ACCEPT AND APPROVE GRANT AGREEMENT NUMBER 19-10363 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH FOR FUNDING SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM-EDUCATION.**

**WHEREAS**, Pursuant to a grant from the California Department of Public Health, Plumas County Public Health Agency (PCPHA) will create innovative partnerships that assist SNAP-Ed eligible consumers in adopting healthy eating and physical activity behaviors, as part of a healthy lifestyle; and

**WHEREAS**, PCPHA will provide nutrition education and conduct nutrition activities to SNAP-Ed eligible families per Health and Safety Code Section 131085(a) (b); and

**WHEREAS**, PCPHA will act as lead agency for the regional SNAP-Ed programs and will work with Lassen and Modoc Counties to provide the SNAP-Ed services in their communities.

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

1. Approve and Accept Grant Agreement Number 19-10363 from the California Department of Public Health, Nutrition Education and Obesity Prevention Branch in the amount of \$450,000.00, with a term beginning October 1, 2019 and ending September 30, 2022.
2. Authorize the Director of Public Health to sign the Agreement and any future Amendments pertaining to Grant Agreement Number 19-10363.

**The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 6<sup>th</sup> day of August 2019, by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

\_\_\_\_\_  
Chair, Plumas County Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk, Plumas County Board of Supervisors





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## Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

Mark Satterfield, M.D, Health Officer

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** July 24, 2019  
**To:** Honorable Board of Supervisors  
**Cc:** Nancy Selvage  
**From:** Andrew Woodruff  
**Agenda:** Item for August 6, 2019

**Recommendation:** Authorize the Director of Human Resources to recruit and fill a 1.00 FTE Licensed Vocational Nurse I/II (LVN) or Registered Nurse I/II (RN) or Public Health Nurse I/II/III (PHN), due to resignation.

**Background:** As the Board is aware Plumas County Public Health Agency is required to provide a variety of services, some state mandated. This resignation will leave a vacant position that is imperative to fill as soon as possible in order to keep up with the demand of the clients in the clinic. Filling this vacancy as soon as possible will allow us to reduce any interruption in services to our current clinic clients and those that are case managed in our specialty programs. Swift approval will also reduce the prolonged period during which other nurses perform extra duties to cover the work of these vacancies.

**Fiscal Impact:** Public Health Agency's FY 2019-2020 budget fully funds the salary and benefits of the 1.00 FTE Licensed Vocational Nurse I/II or Registered Nurse I/II or Public Health Nurse I/II/III.

A copy of the Critical Staffing Request and organizational chart is attached for your review.

Please contact me if you have any questions, or need additional information. Thank you.

CRITICAL STAFFING COMMITTEE  
REQUEST FORM

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

DATE OF REQUEST: August 6, 2019

DEPARTMENT TITLE: Public Health Agency

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: 70560, 1.00 FTE  
LVN/RN/PHN

POSITION TITLES: 1.0 FTE PHN III/II/I OR RN II/I OR LVN II/I

ARE POSITIONS CURRENTLY ALLOCATED? YES ☒ NO ☐

<b>For Committee use only</b>
-------------------------------

Date of Committee Review: \_\_\_\_\_

Determination of Committee? \_\_\_\_\_ Recommended  
\_\_\_\_\_ Not Recommended

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date to Board of Supervisors: \_\_\_\_\_

Board Action: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Board Modifications \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date returned to Department: \_\_\_\_\_

Date submitted to HR Technician for recruitment: \_\_\_\_\_

N/A

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

No.

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

No.

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

N/A. Filling this position helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

- Does the department have a reserve? If yes, provide the activity of the departments reserve account for the last three years.

Yes. The cash reserves for the last three years are as follows:

FY 16/17	Total Cash Reserves	\$568,650
FY 17/18	Total Cash Reserves	\$575,661
FY 18/19	Total Cash Reserves	\$582,102

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

The RN is responsible for the Child Health and Disability Prevention program and the California Children's Services designed to provide routine health exams, immunizations, diagnostic screening, medical treatment, and nurse case management for sixty to eighty families needing access to special services for medically fragile infants, or children, and assistance with travel and housing for those who must go out of county to access specialized medical care.

This position will become vacant on August 6, 2019.

- Can the department use other wages until the next budget cycle?

Position is budgeted and funded in the current year. Any positions that are not filled permanently could be filled by extra help by moving regular wages to other wages.

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

Compared to regional counties and counties of similar size, we have a very small clinic/nursing staff.

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

Patient services lack of compliance with local, state and federal contracts, and delayed or incomplete grant compliance, billing and administration are all results of this position. These positions handle a caseload of clients with complex medical conditions and the sooner they are filled, the better continuity of care for clients.

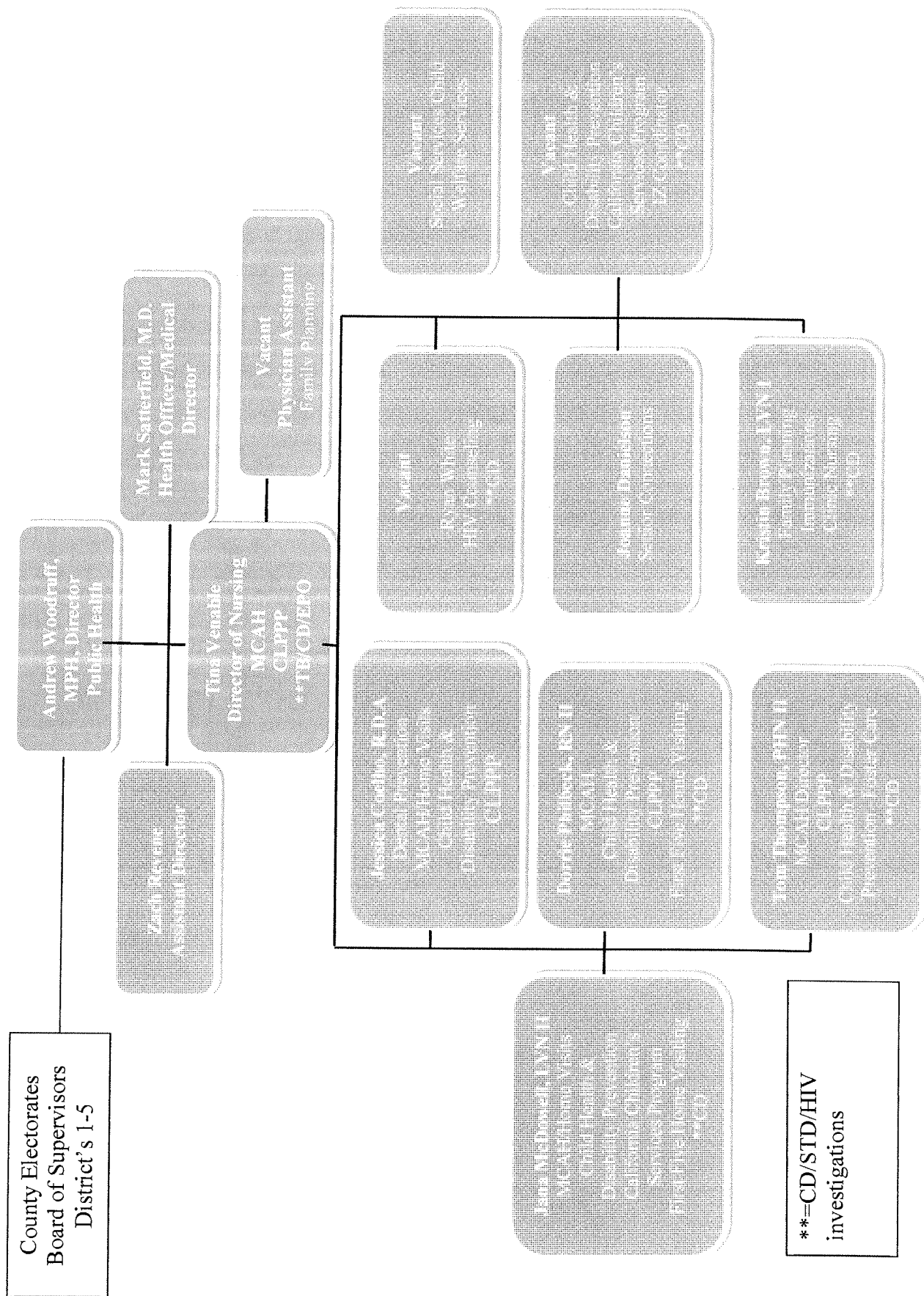
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Not filling the position will cost the department funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to local residents. We will also experience material losses in delays in billing and revenue, exacerbating cash flow issues.

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

# PLUMAS COUNTY PUBLIC HEALTH AGENCY CLINIC & NURSING SERVICES DIVISION

3





253

## Plumas County Public Health Agency

Andrew Woodruff, MPH, Director •

Mark Satterfield, M.D, Health Officer

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

---

**Date:** July 118, 2019

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for August 6, 2019

**Recommendation:** Approve and direct the Chair to sign Subcontract Number HPP1920NORCAL in the amount of \$11,220.01 with Northern California Emergency Medical Services related to the Hospital Preparedness Program for Fiscal Year 2019-2020; and ratify agreement effective July 1, 2019, approved as to form by County Counsel.

**Background:** As the Board may recall, Plumas County Public Health Agency receives funding each year from the California Department of Health Services, Emergency Preparedness Office to improve local public health department preparedness and ability to respond to bioterrorism for the Hospital Preparedness Program. Often, in an effort to work effectively and efficiently Public Health contracts with providers to extend programs and/or provide services for various programs.

Plumas County has subcontracted with Northern California Emergency Medical Services to provide services in accordance with the California Department of Public Health Hospital Preparedness Program.

**Fiscal Impact:** There is no financial impact on the County General Fund, as this subcontract is fully funded by the Hospital Preparedness Program through Public Health.

Please contact me if you have questions, or need additional information. Thank you.

C:\Documents and Settings\rosieolney\My Documents\BOS\EPO-HPP 1920 NorCal Agreements.doc





2J4

## Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

Mark Satterfield, M.D, Health Officer

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** July 22, 2019  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff  
**Agenda:** Consent Item for August 6, 2019

**Description/Recommendation:** Approve and authorize the Chair to sign the Certificates of Compliance for the Veterans County Subvention Program and the Medi-Cal Cost Avoidance Program for FY 2019/2020 from the California Department of Veterans Affairs.

**Background Information:** The State of California, through the California Department of Veterans Affairs (CDVA) provides funds of the current Plumas County Veterans Services Office budget. The California Military and Veterans Code, Sections 972.1 and 972.2 outline how these funds will be distributed.

This revenue is generated through three State implemented programs: County Subvention, Medi-Cal Cost Avoidance (MCCA) and the Veterans Service Office Fund (VSOF), and are distributed through the California Department of Veterans Affairs. As all fifty-eight Counties participate equally in these revenue programs, actual revenue per County can fluctuate dramatically from year to year depending on the workload and other factors of each office during each reporting period.

Subvention Funding is a constant fund to all participating counties on a pro rate basis. This allocation is based on the overall State Workload of all County Veterans Service Offices, and stable allocations, one to assist with covering the administrative costs of running the office.

Medi-Cal Cost Avoidance funding is distributed to all participating counties on a pro rata basis using a formula based on the number of claims processed as a direct result of referrals from the Department of Social Services.

Veterans Service Officer Funds are distributed to each county based on Net County Cost of the County Veterans Service Office. This funding is derived from sale of special veteran's license plates.

# PLUMAS COUNTY ASSESSOR

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

2K



CHARLES W. LEONHARDT  
ASSESSOR

Date: July 23, 2019  
To: The Honorable Board of Supervisors  
From: Charles W. Leonhardt, Assessor  
Subject: Services Agreement, DeMartile Automotive

---

It is Recommended that the Board:

Approve and execute a Service Agreement with DeMartile Automotive to allow for maintenance and repair of vehicles operated by the Plumas County Assessor's Office.

Background and Discussion:

The Plumas County Assessor's staff utilize three Jeep Wrangler vehicles that were acquired by a State grant back in the 1999-2000 era. These vehicles have provided reliable service over the years and have been serviced on a regular basis. We have found DeMartile Automotive to be reliable and competitive in price when assisting us with service and repair needs.



# PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

1834 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323  
Robert A. Perreault Jr., Director; John Mannle, Asst. Director; Joe Blackwell, Deputy Director



## **CONSENT AGENDA REQUEST**

for the August 6, 2019 Meeting of the Plumas County Board of Supervisors

Date: July 29, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in blue ink, reading "Robert A. Perreault".

Subject: Authorize execution of Amendment No. 8 to the Professional Services Agreement between the County of Plumas and Dokken Engineering, Inc. in the amount of \$15,716 for the Frazier Creek Guard Rail Transition Design as part of the Gold Lake Forest Highway Guard Rail Replacement Project

### **Background:**

The project will consist of designing a concrete block at each corner of the bridge to which WB Transition railing can be attached. Additional modifications may need to be made to the existing parapet which supports the existing railing. The existing metal bridge barrier will not be modified. The plans, specification and estimate developed will be included in the Gold Lake Forest Highway guardrail project PS&E. A critical issue is determining if the anchor block will meet MASH standards which will be required for projects bid after October 30, 2019 and designing the anchor block and approach railing to meet these standards.

The full scope of work is included as Exhibit A to the attached contract.

This contract amendment has been approved as to form by County Counsel.

### **Recommendation by Public Works:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 8 to the Professional Services Agreement between the County of Plumas and Dokken Engineering, Inc. in the amount of \$15,716 for the Frazier Creek Guard Rail Transition Design as part of the Gold Lake Forest Highway Guard Rail Replacement Project.

Attachment: Dokken Amendment No. 8 for the Frazier Creek Guard Rail Transition Design.

**TASK ORDER NO. 8**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**

**On-Call Civil Engineering Services for  
Transportation Improvement Projects in  
Plumas County, California**

This Task Order is an addendum to the PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and DOKKEN ENGINEERING INC. ("Consultant"), dated January 25, 2016, and is hereby amended on \_\_\_\_\_, 2019 as set forth below.

The "County" has identified the need for professional services on the following project:

**TASK ORDER: Frazier Creek Guard Rail Transition Design**

1. **Incorporation of Agreement.** All of the terms, conditions and provisions of the Agreement are incorporated herein by this reference and shall be fully applicable hereto.
2. **Scope of Services.** The scope of services shall be as specifically set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by this reference.
3. **Compensation.** County shall compensate Contractor for the services described in Section 2 above in accordance with the Fee Schedule, attached hereto as Exhibit "B" and incorporated herein by reference.
4. **Schedule of Performance.** The project schedule shall be as set forth in the Project Schedule which is attached hereto as Exhibit "C" and incorporated herein by this reference.
5. **Additional Contract Provisions.**

All other contract provisions set forth in the January 25, 2016 Professional Services Agreement first referenced above remain unchanged.

The professional services performed pursuant to Task Order No. 8 shall commence, retroactively, on July 3, 2019.

\_\_\_\_\_  
Consultants Initials

\_\_\_\_\_  
County Initials

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 8 to be executed by and through their respective authorized officers, as of the date first above written.


COUNTY OF PLUMAS  
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

\_\_\_\_\_  
Director of Public Works

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gretchen Stuhr,  
Deputy County Counsel

Date: 7/10/19

AGREED TO BY:

\_\_\_\_\_  
Michael Sanchez,  
Chair, Plumas County Board of Supervisors

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

CONSULTANT  
DOKKEN ENGINEERING, INC.

\_\_\_\_\_  
Signature  
Richard Liptak, P.E.

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

68-0099664  
Dokken Engineering Inc. Taxpayer ID Number

\_\_\_\_\_  
Consultants Initials

\_\_\_\_\_  
County Initials

# **EXHIBIT A**

## **Scope of Work**

### **PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS**

#### **FRAZIER CREEK BRIDGE GUARD RAIL TRANSITION**

The following scope of services will be performed by Dokken Engineering (Dokken). The project will consist of designing a concrete block at each corner of the bridge to which WB Transition railing can be attached. Additional modifications may need to be made to the existing parapet which supports the existing railing. The existing metal bridge barrier will not be modified. The plans, specification and estimate developed will be included in the Gold Lake Forest Highway guardrail project PS&E.

A critical issue is determining if the anchor block will meet MASH standards which will be required for projects bid after October 30, 2019 and designing the anchor block and approach railing to meet these standards.

#### ***SCOPE OF SERVICES***

##### **TASK 1. Site Assessment and MASH Standards**

Dokken will be available to provide on-site assessment of existing conditions. One visit is anticipated. Dokken will investigate if the anchor block will meet MASH standards and can be installed on projects bid after October 30, 2019.

##### **TASK 2. Analyze Existing Conditions and Determine Course of Action**

Dokken will determine the appropriate concrete block size to be placed at the bridge ends, and design connections to the existing bridge. Dokken will perform simple analysis to determine demands and capacities needed.

*Deliverable: Design Calculations*

##### **TASK 3. Prepare Plans, Specifications, and Estimate (PS&E) – Preliminary Submittal**

Preliminary plans, technical specifications and construction cost estimate will be developed for the transition connection and submitted to the County. Plans will be developed in AutoCAD, and electronic CADD files and PDF files will be delivered to the County. Specifications will be developed in Word. The construction estimate will be developed using Caltrans cost data and recent bid results.

*Deliverable: Preliminary PS&E  
Plans (PDF and AutoCAD files)  
Technical Specifications (PDF and Word files)*

##### **TASK 4. Perform Design Check**

Check calculations will be developed, and a plan review will be performed.

##### **TASK 5. PS&E – Final Submittal**

County and check comments will be incorporated, and final PS&E will be submitted to the County.

*Deliverable: Final PS&E*

**TASK 6. Bidding and Construction Support**

Dokken will be available to answer questions and respond to RFI's during bidding. During construction we will be available for a site visit and/or answering questions or responding to RFI's (up to 8 hours assumed).

# Exhibit B

## Fee Schedule



Task Description	DOKKEN ENGINEERING						TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
	TIM OSTERKAMP, PE Project Manager	Fortunato Enriquez, PE Associate Engineer	Assistant Engineer	Senior CAD/Detailer					
	\$230.27	\$155.00	\$103.62	\$155.00					
Frazier Creek Bridge Guard Rail Transition									
TASK 1.0 - Site Assessment and MASH Standards	2	12				14		\$2,321	
TASK 2.0 - Analyze Existing Conditions	2	16				18		\$2,941	
TASK 3.0 - Preliminary PS&E	2	20			16	38		\$6,041	
TASK 4.0 - Perform Design Check			12			12		\$1,243	
TASK 5.0 - Final PS&E	2	4			2	8		\$1,391	
TASK 5.0 - Bidding and Construction Support	1	10				11		\$1,780	
TOTAL HOURS	9	62	12	18		101			
TOTAL COST	\$2,072	\$9,610	\$1,243	\$2,790					\$15,716

## Exhibit C

### Project Schedule

Preliminary PS&E will be submitted within 3 weeks of notice to proceed. Final submittal will be within 1 week of receiving all comments from the County.



4A

# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

Mark Satterfield, M.D, Health Officer

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** July 18, 2019

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Item for August 6, 2019

- a. Accept a Breastfeeding Awareness Presentation by Jana McDowell, Jessica Coelho & Dorrie Philbeck, and
- b. Presentation of Certificates of Recognition to agencies and businesses that have instituted a breast feeding friendly environment for their employees, and
- c. Adopt the attached Resolution proclaiming August 2019 as "World Breastfeeding Awareness Month" in Plumas County.

**Background Information:** National Breastfeeding Awareness month encourages mothers around the world to choose to exclusively breastfeed when possible. While a large proportion of mothers do begin breastfeeding, many of them do not continue due to a variety of challenges. Reasons such as work, time constraints, and stress all contribute to breastfeeding abandonment. National Breastfeeding Awareness Month endorses many solutions involved in the sometimes cumbersome problems of solely breastfeeding your child. Devoting an entire month to breastfeeding awareness is a great way to show how breastfeeding positively affects mothers and children around the world.

Babies who are breastfed for at least six months are more likely to be healthier children. Among many benefits, breastfeeding primes the immune system, promotes bonding and leads to fewer respiratory infections, a smaller chance of obesity, and less ear infections.



**RESOLUTION NUMBER 19-\_\_\_\_\_**

**RESOLUTION PROCLAIMING AUGUST 2019 AS “WORLD BREASTFEEDING AWARENESS MONTH” IN PLUMAS COUNTY.**

**WHEREAS**, Research shows that human milk and breastfeeding provide advantages to general health, growth, and development while significantly decreasing the risk of a large number of acute and chronic diseases, including, among others, sudden infant death syndrome, asthma, allergies, diabetes, viral and bacterial infections, childhood obesity, childhood leukemia, necrotizing enterocolitis, and infant mortality; and

**WHEREAS**, all major medical authorities recommend that mothers breastfeed exclusively for six months and continue breastfeeding for at least the first year of a child's life, yet breastfeeding rates continue to fall short of the Nation's Healthy People objectives; and

**WHEREAS**, Breastfeeding has positive economic impacts on families by decreasing the need to pay for medical care for a sick infant and by eliminating the need to purchase infant formula; and

**WHEREAS**, Recent research estimates that upwards of \$18.5 billion in health care and premature death-related expenses could be saved each year if ninety percent of women were to meet breastfeeding recommendations; and

**WHEREAS**, breastfeeding provides a safe, reliable, and renewable food source, the nutrients exclusive to human milk are vital to the growth, development, and maintenance of the human brain and cannot be manufactured; and

**WHEREAS**, employers that provide workplace lactation support experience have an impressive return on investment, including lower health care costs, absenteeism, and turnover rates, and improved morale, job satisfaction, and productivity; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas, State of California at a regular meeting held the 6<sup>th</sup> day of August 2019 does hereby proclaim August 2019 as “World Breastfeeding Awareness Month” in Plumas County.

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

\_\_\_\_\_  
Chair, Plumas County Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk, Plumas County Board of Supervisors



4B1

## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

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

**MEETING DATE:** August 6, 2019

**SUBJECT:** Resolution Authorizing Application For, and Receipt of, Senate Bill 2 Planning Grants Program Funds

### **BACKGROUND:**

SB 2 (2017) is part of a 15 bill housing package aimed at addressing the state's housing shortage and high housing costs. Specifically, SB 2 established a permanent source of revenue intended to increase the affordable housing stock in California.

The Planning Grants Program is a one-time component of SB 2 that, among other provisions, provides financial and technical assistance to local governments to update planning documents in order to:

- Accelerate housing production;
- Streamline the approval of housing development affordable to owner and renter households at all income levels;
- Facilitate housing affordability, particularly for all income groups;
- Promote development consistent with the State Planning priorities; and
- Ensure geographic equity in the distribution and expenditure of allocated funds.

Small localities, defined as those jurisdictions with less than 60,000 population, such as Plumas County, can receive a maximum award of **\$160,000**.

The Plumas County 2019-2024 Housing Element update was prepared by PlaceWorks, a consultant under state contract, and the Public Review Draft has been submitted to the State Department of Housing and Community Development (HCD) for review. The review period is July 19, 2019 through August 19, 2019. As PlaceWorks is under state contract, the County's Housing Element update was prepared at no cost to the County. PlaceWorks is also providing technical assistant for the SB 2 Planning Grants Program application. The goal is to submit the Plumas County SB 2 grant application by mid-August 2019. Applications are formally due to the state no later than November 30, 2019. This resolution is required as part of the SB 2 application package.

The Housing Element is scheduled to be brought before the Board of Supervisors on October 1, 2019. An adopted Housing Element found to be in substantial compliance of state Housing Element law by HCD is also an eligibility requirement for SB 2 grant funding.

### **ACTIONS FOR CONSIDERATION:**

1. Adopt the resolution authorizing application for, and receipt of, SB 2 Planning Grants Program Funds.

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS AUTHORIZING  
APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS**

**WHEREAS**, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

**WHEREAS**, the Board of Supervisors of Plumas County desires to submit a project application for the Planning Grants Program to accelerate the production of housing and will submit a 2019 Planning Grants Program grant application as described in the Planning Grants Program Notice of Funding Availability (NOFA) and SB 2 Planning Grants Program guidelines released by the Department for the Planning Grants Program; and

**WHEREAS**, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in the Health and Safety Code section 50470 *et seq.* (Chapter 364, Statutes of 2017 (SB 2)) related to the Planning Grants Program.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF PLUMAS COUNTY RESOLVES AS FOLLOWS:**

**SECTION 1.** The Board of Supervisors of Plumas County is hereby authorized and directed to apply for and submit to the Department for the 2019 Planning Grants Program application released March 28, 2019 in the amount of \$160,000.

**SECTION 2.** In connection with the Planning Grants Program grant, if the application is approved by the Department, the County Administrator is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the Planning Grants Program grant, the County's obligations related thereto, and all amendments thereto (collectively, the "Planning Grant Program Documents").

**SECTION 3.** The County shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable Planning Grants Program guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The Plumas County Board of Supervisors hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants Notice of Funding Availability (NOFA), the Planning Grants Program Guidelines, and the 2019 Planning Grants Program Application.

**SECTION 4.** The County Administrator is authorized to execute the County of Plumas Planning Grants Program application, the Planning Grants Program Grant Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the Planning Grants Program Grant.

ADOPTED August 6, 2019, by the Board of Supervisors of the County of Plumas by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Chairman, Board of Supervisors

ATTEST:

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Clerk of said Board of Supervisors





4B2

## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

**FROM:** Rebecca Herrin, Assistant Planning Director *RCH*

**MEETING DATE:** August 6, 2019

**SUBJECT:** General Plan Annual Progress Report

### **BACKGROUND:**

This report was initially presented to the Planning Commission on June 20, 2019. At the meeting of July 11, 2019 the Commission voted to forward the report to the Board of Supervisors.

Government Code Section 65400 mandates that certain cities and all 58 counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR) and California Department of Housing and Community Development (HCD) by April 1<sup>st</sup> of each year.

The Annual Progress Report provides local legislative bodies with information regarding the implementation of the General Plan for their city or county. Annual Progress Reports must be presented to the local legislative body for its review and acceptance usually as a consent or discussion item on a regular meeting agenda.

Once the Board of Supervisors has accepted the Annual Progress Report, a copy must be submitted to the Governor's Office of Planning and Research (OPR) and Housing and Community Development (HCD). Providing a copy of the Annual Progress Report to Housing and Community Development fulfills statutory requirements to report certain housing information, including the local agency's progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing [Government Code Sections 65584.3(c) and 65584.5(b)(5)].

### **ACTIONS FOR CONSIDERATION:**

1. Review the General Plan Annual Progress Report.
2. Accept the report and direct staff to provide copies to the Governor's Office of Planning and Research (OPR) and the CA Department of Housing and Community Development (HCD).

# **General Plan Annual Progress Report 2018**

## **County of Plumas**



**Prepared by Rebecca Herrin, Assistant Planning Director,  
Plumas County Planning and Building Services  
Planning Department  
May 2019**

## **Table of Contents**

### **I. Introduction**

### **II. Plans, Projects, and Accomplishments**

### **III. General Plan Elements**

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Noise Element

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Economics Element

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Conservation and Open Space Element

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Water Resources Element

### **IV. General Plan and Zoning Code Update**

### **V. Conclusion**

Appendix A: Government Code 65400

Appendix B: Housing Unit Change Form, California Department of Finance

Appendix C: Annual Element Progress Report, Housing Element Implementation



## I. Introduction

This report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the Governor's Office of Planning and Research (OPR).

In addition, the Plumas County General Plan contains language addressing the requirements for an annual report in the Introduction, on page 12:

"The State Government Code has recently initiated the requirement that the jurisdiction's Planning Commission file an annual report with both the Board of Supervisors and the State Office of Planning and Research on the status of the Plan, the progress of its implementation, and its compliance with General Plan guidelines among other things. Evaluation of the policies and standards in the Plumas County General Plan text will continue after adoption, as a natural part of the day-to-day interpretation and application of its provisions by staff and decision-makers. It is likely that changing conditions and experience in policy implementation will uncover a number of adopted policies and land use designations requiring modification and the need for written policies on additional subjects. Because the provisions of the General Plan are designed for application to the development of the entire County, text amendments require careful consideration by the Planning Commission and Board of Supervisors of possible broader implications.

"The County will consider all suggestions for needed changes in the General Plan and will initiate formal approval proceedings on proposals it deems worthy of further consideration. The annual report required by Government Code Section 65400 shall be prepared by staff and submitted to the Planning Commission and Board of Supervisors for consideration. In addition to the minimum statutory requirements, each annual report submitted to the Planning Commission and Board of Supervisors shall be accompanied by information reflecting the County's growth rate, based upon the number of building permits issued for the preceding year. Based upon this information, the Board of Supervisors should consider whether the projected growth rates identified in the Environmental Impact Report for this General Plan have been met or exceeded, and should take whatever action the Board deems appropriate, consistent with this General Plan, to ensure that growth occurs as contemplated in the General Plan. The annual report should be a public process open to everyone. All groups and agencies should be encouraged to participate, as should individual property owners and residents. Provisions shall be construed to reflect the County's desire to accommodate a reasonable amount of growth, consistent with the other goals, policies and implementation measures of this General Plan."

The purpose of the document is to report on Plumas County's progress in implementing its General Plan. The document was provided to the Planning Commission on June 6, 2019. It will be provided to the Board of Supervisors and submitted to the Governor's Office of Planning and Research and the Department of Housing and Community Development (HCD) at a later date.

## **Background**

The County adopted a comprehensive update to the General Plan on December 17, 2013. There have not been any amendments to the Plan since that date. The planning process started in 2005 and took many years. Many public workshops, hearings and meetings were held and there was substantial effort on the part of staff, consultants, the Board of Supervisors, the Planning Commission, local organizations and interest groups, and the general public.

The Plan replaced, reformatted, and/or updated the old 1984 General Plan. Three new optional elements were added to the Plan: an Economic Element, an Agriculture and Forestry Element and a Water Element. The December 17, 2013 version of the General Plan has been in effect, governing day-to-day decisions of the County's planning processes, since that date.

High Sierra Rural Alliance filed a lawsuit on the General Plan Update Environmental Impact Report 85 on January 16, 2014. HSRA and the County embarked on extensive settlement negotiations for over a year without achieving resolution. The matter came on for hearing on February 25, 2016 in Plumas County Superior Court before the Honorable Stephen E. Benson.

The trial court's Order and Judgment was filed on March 24, 2016. Appellant High Sierra Rural Alliance filed its appeal on June 1, 2016. California Court of Appeal, 3<sup>rd</sup> Appellate District, ruled in the County's favor on all counts on October 19, 2018.

## **Informational Document**

This document is a reporting document, and does not create or alter policy. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

## **Organization**

After this Introduction, a summary of projects and issues addressed in the last year is provided, and then each General Plan Element is addressed. Following these topics, the County's planned General Plan and Ordinance update are addressed.

## **II. Plans, Projects, and Accomplishments**

During 2018, the County processed numerous projects and participated in a variety of planning programs. The following summaries provide a brief overview of these projects and programs, and are not intended to be exhaustive.

## **Building Permits**

Plumas County Planning and Building Services processed 1,002 building permits in 2018. Planning staff reviews all permits for structures for zoning consistency compliance. A “Housing Unit Change Form” is attached as Appendix B. 40 detached constructed dwelling units, 10 manufactured homes, and 2 converted units were completed in 2018. In addition, 9 units were lost to demolition, fire or natural disaster.

Currently, there is one Permit Technician, one Senior Permit Technician, two Inspectors, one Plans Examiner and the Building Official on staff.

## **Planning Permits**

Planning processed a variety of planning permits during 2018 including Special Use Permits, Tentative Parcel Maps and associated environmental reviews. The breakdown in applications received is as follows:

- Certificate of Compliance (3)
- General Plan Amendments and Zone Changes (1)
- Lot Line Adjustments (13)
- Owner Initiated Mergers (7)
- Tentative Parcel Maps (1)
- Modification of Recorded Map by Certificate of Correction (2)
- Sign Permits (11)
- Special Use Permits (13)
- Reversion to Acreage (1)
- Amendments to Mine/Reclamation Permits (3)

There are existing General Plan Amendments, received prior to the General Plan Update process, that were put on hold, essentially until the General Plan Update was completed:

***GPA 9-05/06-03 Soper Wheeler Company*** – application for a General Plan Amendment and zone change from Timber Resource Lands and TPZ zoning to Suburban Residential and S-1 zoning.

***GPA 01-05/06-12 Thayer*** – application for a General Plan Amendment and zone change from Agricultural Preserve and Secondary Suburban Residential (AP, S-3 zoning) to Secondary Suburban Residential (S-3 zoning)

***GPA 01-05/06-14 Lehr*** – application for a General Plan Amendment and zone change from Industrial (I-2 zoning) to Secondary Suburban Residential (S-3 zoning)

***GPA 06-05/06-19 DeCoite*** - application for a General Plan Amendment and zone change from Agriculture and Grazing (GA zoning) to Rural Residential (R-10 zoning)

***GPA 10-08/09-01 Sierra Willow Creek*** – application for a General Plan Amendment and zone change from Secondary Suburban Residential (S-3 zoning) to Suburban Residential (S-1 zoning)

There are also three existing Zone Change applications that have not yet been processed under the General Plan Update:

***ZC 10-04/05-01 Soper Wheeler***

***ZC 11-06/07-01 Soper Wheeler***

***ZC 11-06/07-02 Soper Wheeler*** – these applications are Zone Change applications from TPZ (Timberland Production Zone) zoning to GF (General Forest) zoning within the Timber Resource Lands General Plan Designation.

## **Projects Reviewed During 2018**

***CC 7-16/17-01 Certificate of Compliance for Dante and Sandi Perano*** – Application for remainder parcel of the Creekside Subdivision, Hamilton Branch

***CC 9-17/18-01 Certificate of Compliance for Michael and Debbie Rinehart*** - Application for remainder parcel of phase of Gold Mountain Subdivision, Clío

***CC 10-18/19-01 Certificate of Compliance for Lincoln and Lilith Fowler*** – Application for parcel created by tax sale in Hamilton Branch

***GPA 7-18/19-01 General Plan Amendment for Richard and Susan DeLano (The Brewing Lair)*** - Application from Rural (R-10 zoning) to Commercial (C-3 zoning) in Blairsden. This application is now complete and an environmental review document will now be prepared and circulated prior to Planning Commission review.

***TPM 12-17/18-02 Lake Almanor Partners Tentative Parcel Map*** – Application for a division of two parcels in Hamilton Branch. Approved by Zoning Administrator and recorded.

***TPM 3-97/98-06 Stewart Parcel Map (Mark Callahan, applicant)*** - Application for a Modification of Recorded Map by Certificate of Correction to remove sewer line easement in Plumas Eureka

***Modification of Recorded Map by Certificate of Correction for Welch Estates Unit 3*** – Application to remove an access restriction onto Grizzly Road, a county road in Lake Davis

***U 10-17/18-05 Special Use Permit for LaBarn, LLC*** – Application for a 108-unit boat and recreational vehicle storage facility in Chester

***U 10-17/18-04 Special Use Permit for Plumas Charter School*** – Application for a learning center for junior high and high school students for a minimum of one year while a permanent learning center facility is being built in Quincy

***U 12-17/18-06 Special Use Permit for Plumas Charter School*** – Application for a learning center for elementary students (K-2) for a minimum of one year while a permanent learning center is being built in Quincy

***U 2-17/18-09 Special Use Permit for Joe Tantardino (no fee)*** – Application for two 4-H swine projects in Hamilton Branch

***U 12-17/18-07 Special Use Permit for Plumas Charter School*** – Application for a learning center for 50 students and 6 staff members for a minimum of one year while a permanent learning center is being built in Quincy

***U 12-17/18-08 Special Use Permit for Brett and Patricia Womack*** – Application for an 8-space recreational vehicle park on the Lake Almanor Peninsula

***U 4-17/18-10 Special Use Permit for Kristen McCann (no fee)*** – Application for 4-H swine project in Chester

***U 4-17/18-11 Special Use Permit for Deborah Britton (no fee)*** – Application for 4-H swine project in Chester

***U 8-17/18-02 Special Use Permit for Plumas Charter School*** – Application for permanent learning center of approximately 15,000 square feet plus associated infrastructure in Quincy

***U 5-17/18-12 Special Use Permit for Nathan and Catherine Stoller*** – Application for a certified California CRV recycling center in an existing structure in Chester

***U 5-17/18-13 Special Use Permit for Melody O'Brien and Derek DeLaney (no fee)*** – Application for 4-H pony and goat projects in Quincy

***U 8-18/19-01 Special Use Permit for Alicia and Byron Williams (no fee)*** – Application for 4-H goats and chickens in Greenville

***U 6-17/18-14 Special Use Permit for Leslie Wehrman*** – Application for bed and breakfast inn and place of assembly outside Portola

***TSM/DPD 8-05/06-01 Trailhead Subdivision*** – Application for Reversion to Acreage of approved 83 parcel subdivision resulting in one legal parcel under the California Subdivision Map Act provisions

***MR 1-97/98-03 Extension of Time for Permit to Mine/Reclamation Plan for Joy Engineering Sparrowk Quarry in Vinton***

***MR 3-96/97-03 Extension of Time for Spanish Creek Sand and Gravel – Spanish Ranch pit in Meadow Valley***

***MR 2-12/13-01 Amendment of Permit to Mine/Reclamation Plan for Seneca Gold LLC - Seneca***

In addition, planning staff performed **16 annual mining inspections** and investigated **two reclamation plan violations**.

Currently, there are three full-time staff members in the Planning Department: the Planning Director, Assistant Planning Director and the Associate Planner. In addition, there is a part-time position for fiscal. Unlike most County departments, Planning does not have any dedicated clerical staff. The Assistant Planning Director performs the role of clerk for the Planning Commission.

The Geographic Information Systems department has one full-time employee.

## **Other Plans and Projects**

***SRA FireSafe Regulations update*** – Beginning in 2016, Planning staff worked on the update for over a year, consulting with local fire protection districts and representatives of the California Department of Forestry and Fire Protection (CALFIRE). The Planning Commission held several hearings on the Plumas County Code update implementing the California FireSafe Regulations (PRC 4290) and recommended that the Board of Supervisors review the regulations and request certification from the Board of Forestry and Fire Protection on September 1, 2016.

The Board of Supervisors held a public hearing on the proposed code amendments on June 13, 2017 and this public hearing was continued until July 18, 2017. After closing the public hearing, the Board of Supervisors voted to submit the regulations for preliminary review by the California Board of Forestry and Fire Protection. The Resource Protection Committee of the California Board of Forestry and Fire Protection reviewed the regulations for compliance on December 5, 2017.

On October 9, 2018, the Board of Supervisors held a public hearing the ordinance that incorporated suggested changes resulting from the review by the Resource Protection Committee. The first reading was waived and the ordinance was adopted on October 9, 2018. The California Board of Forestry and Fire Protection reviewed the Ordinance 2018-1114 and associated materials at their November 7, 2018 meeting and certified them under 14 California Code of Regulations 1270.03.

**Housing Element update** – The Planning Commission will review a proposal to update the Plumas County Housing Element (5<sup>th</sup> and 6<sup>th</sup> cycle) at the meeting on June 6, 2019.

### **III. General Plan Elements**

The General Plan details the County's guiding principles for a variety of planning topics and is the constitution for future development. California Government Code Section 65300 *et seq.* provides direction and specifications for the content of the General Plan. The following seven elements are required:

- Land Use
- Circulation
- Conservation
- Open Space
- Noise
- Safety
- Housing

The elements may be combined or renamed, but basic requirements must be included. An agency may adopt any type of optional element, such as an Economic Element, at its discretion. Only the Housing Element must be certified by another agency (i.e., Housing and Community Development) although the State Geologist and CALFIRE provide some oversight of other aspects.

The Plumas County General Plan consists of the following Elements:

- Land Use
- Housing
- Noise
- Circulation
- Economic
- Public Health and Safety
- Conservation and Open Space
- Agriculture and Forestry
- Water Resources

#### **Land Use Element**

The broadest section of the General Plan is the Land Use Element. The Land Use Element designates the type, intensity, and general distribution of uses of land for housing, business, industry, open space, education, public buildings and grounds, waste disposal facilities, and other categories of public and private uses. It is the guide to the physical form of the County. The Land Use Map is supported by descriptions of allowed uses and development densities for each land



use designation. For Plumas County, the Land Use map also identifies areas for potential future expansion or growth. The Land Use Element also guides coordination and planning with other jurisdictions, such as the City of Portola, the United States Forest Service and the United States Military to avoid incompatible uses.

### **Housing Element**

The Housing Element is a comprehensive assessment of current and projected housing needs for all economic segments of the County. In addition, it embodies policies for providing adequate housing and includes action programs for that purpose. Mandated by the State of California, the Housing Element is required to be updated at least every five years and must be approved by the State Department of Housing and Community Development. Plumas County's Housing Element was updated and approved in 2009. The Housing Element includes a section on the Summary of Needs and Constraints, a Housing Program with goals and policies, and a background report highlighting demographics, resources, and a review of the accomplishments in implementing the previous Housing Element. Plumas County's Housing Element was completed in a separate process from the rest of the General Plan update.

### **Noise Element**

The Noise Element identifies and appraises noise problems within the County and forms the basis for land use distribution. The Noise Element addresses potential noise-related issues within the County, as well as methods of limiting noise exposure to communities and natural resource areas. Programs and policies developed in the General Plan include protection of noise-sensitive land uses, consideration of noise impacted areas, and noise associated with airports.

### **Circulation Element**

The Circulation Element is correlated with the Land Use Element and identifies the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals and other local public utilities and facilities. The Circulation Element provides a plan to guide the County's efforts relating to the movement of people, goods, energy, and other commodities. Topics of discussion include roads and highways, public transit, non-motorized transit including bicycles and pedestrians, rail, air, and movement of goods.

### **Economic Element**

The Economic Element, which is the first optional General Plan element, provides policy guidelines for the economic stability and development of the County. Topics of discussion included in this element are policies that support economic development programs, construction of infrastructure, communication and energy facilities, agriculture, forest industries, recreation and tourism.

### **Public Health and Safety Element**

The primary purpose of the Public Health and Safety Element is to establish policies and programs to protect the County from risks associated with seismic, geologic, flood and wildfire

hazards. It is the intent of this section to craft programs and policies that reduce the risk of death, injury, property damage, and the economic and social dislocation related to the above hazards. This element has also included policies that address the goal of sustaining healthy communities.

Once adopted by the Board of Supervisors, the SRA FireSafe Regulations ordinance update will serve to implement policies and implementation measures in the Public Health and Safety Element regarding wildfire hazards.

### **Conservation and Open Space Element**

The Conservation Element addresses the conservation, development, and use of natural resources, including water, forests, soils, rivers and mineral deposits. The Open Space Element details plans and measures for the long-range preservation and conservation of open space lands, including open space for the preservation of natural resources, the managed production of resources, outdoor recreation, and public health and safety.

As is allowed under State law, the Conservation and Open Space elements are combined to produce element seven. Issues such as agriculture, forestry, and water are typically addressed in Conservation and/or Open Space. Plumas County has elected to address these issues in separate element sections. The Conservation and Open Space Element provides guidance for the conservation, development, and utilization of natural resources and open space land within the County. Specifically included in this section are policies pertaining to biological resources, mineral and soil resources, cultural and historic resources, scenic resources, parks and recreation, trails and bikeways, air quality, climate change, energy conservation and open space resources in general.

### **Agriculture and Forestry Element**

In addition to the Open Space and Conservation Element, and due to the importance of agricultural and forestlands in Plumas County, an Agriculture and Forestry Element has been prepared to discuss in more detail these two important resources. This element is the second optional element of the Plan. The topics of discussion within the policies include productive use of resource lands, conversion of agriculture and forest lands, promotion of healthy competitive farm, ranch and forestry economies and sustainable food systems, water quality and quantity for agriculture, education and awareness of the importance of agriculture and forestry, support of infrastructure creation and management of greenhouse gas (GHG) emissions.

### **Water Resources Element**

The third optional element contained in the Plumas County General Plan Update is the Water Element. Plumas County is almost entirely contained within the Feather River Watershed and makes up approximately 72% of the land area of the watershed. The value that good policy and management practices bring to the rest of California through ecosystem services cannot be underestimated. Protecting water quality and quantity for local economic sustainability is also important. The topics discussed in this element include water quality and quantity, watershed management, climate change, public water supplies, agriculture and forestry, recreation, hydropower generation and wastewater and storm water management.

#### **IV. General Plan and Zoning Code Update**

The County comprehensively updated its General Plan on December 17, 2013. One of the follow-up actions was to update the County's Zoning Code per direction provided in the General Plan.

At the Planning Commission meeting of December 15, 2016, the Commission selected a zoning code update priority list to follow when updating the General Plan during the next year or several years. The list of priorities, as established by the Commission, is as follows:

- Local California Environmental Quality Act Guidelines (CEQA) update
- Flood Plain Ordinance
- Update of Onsite Wastewater Codes relating to the Zoning Code, if necessary
- Subdivision ordinance update
- Grading ordinance update
- Solar Energy code development
- Noise ordinance development
- Child daycare facilities code update
- Sign code update
- Second dwelling unit (now accessory dwelling unit) code update
- Drought Tolerant Landscape ordinance
- Chicken ordinance development
- Department of Defense noise and compatibility code development
- Dark sky lighting ordinance development
- Surface Mining and Reclamation Act (SMARA) update
- FireSafe standards code update

At the Planning Commission meeting of January 19, 2017, a Cellular Facilities or Telecommunications ordinance was added to the priority list.

During 2017 and 2018, the Planning Commission held workshops and hearings on the Telecommunications ordinance, which was adopted by the Board of Supervisors.

As discussed above, the SRA FireSafe Regulations were updated and certified by the Board of Forestry and Fire Protection on November 7, 2018.

Other proposed amendments to Plumas County Code have gone through the preliminary stages before the Planning Commission, but have not yet been finalized by the Board of Supervisors.

These ordinances are:

- Drought Tolerant Landscape Ordinance
- Fencing Ordinance

- Implementation of Table 3-1 General Plan Update Final Environmental Impact Report (Land Use Density and Intensity standards)
- Backyard Chicken Ordinance

In addition, the Board of Supervisors directed the Planning Commission to look at several issues related to personal cultivation and commercial activities related to cannabis. There were two directives to the Commission:

*“Direct the Planning Commission to proceed with developing an ordinance, consistent with the parameters of the moratorium now in place, which prohibits commercial cannabis cultivation, and further direct completion of the draft ordinance by early July 2019, to allow time for the Board of Supervisors to consider the proposed ordinance in advance of the moratorium term due to expire on October 13, 2019.” and*

*“Direct the Planning Commission to address the following cannabis related issues:*

- *Zoning for industrial hemp,*
- *Dispensaries and retail sales,*
- *Delivery and distribution,*
- *Requirements for six plants (indoor/outdoor)”*

The Board of Supervisors adopted Ordinance 2019-1119 to implement a permanent ban on the cultivation of cannabis (marijuana) consistent with the temporary moratorium ordinance on April 9, 2019.

The Planning Commission will hold a public hearing on June 20, 2019 on a proposed ordinance to establish standards for dispensaries and retail sales, distribution as well as fencing and security standards for personal outdoor cultivation of cannabis in residential areas.

## **V. Conclusion**

The General Plan is the County’s constitution and guiding vision. Upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan’s vision on a day-to-day basis in its many planning projects, and strives to include the public in the decision-making process.

The County continued its project review responsibilities to further the General Plan’s goals, policies, programs, and implementation measures. Updates to the zoning ordinance are expected to continue to move forward in 2019.



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## GOVERNMENT CODE - GOV

TITLE 7. PLANNING AND LAND USE [65000 - 66499.50] (*Heading of Title 7 amended by Stats. 1974, Ch. 1536.*)

DIVISION 1. PLANNING AND ZONING [65000 - 66103] (*Heading of Division 1 added by Stats. 1974, Ch. 1536.*)

CHAPTER 3. Local Planning [65100 - 65763] (*Chapter 3 repealed and added by Stats. 1965, Ch. 1880.*)

ARTICLE 7. Administration of General Plan [65400 - 65404] (*Article 7 added by Stats. 1965, Ch. 1880.*)

**65400.** (a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.

The report may include the number of units that have been substantially rehabilitated, converted from nonaffordable to affordable by acquisition, and preserved consistent with the standards set forth in paragraph (2) of subdivision (c) of Section 65583.1. The report shall document how the units meet the standards set forth in that subdivision.

(C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

(Amended by Stats. 2009, Ch. 467, Sec. 1. Effective January 1, 2010.)

**65401.** If a general plan or part thereof has been adopted, within such time as may be fixed by the legislative body, each county or city officer, department, board, or commission, and each governmental body, commission, or board,

# HOUSING UNIT CHANGE FORM

Date of Estimate: 1/1/2019

PLEASE READ ATTACHED INSTRUCTIONS. RETURN BY JANUARY 18, 2019.

Demographic Research Unit, Department of Finance, 915 L Street, Sacramento, CA 95814, Fax (916) 327-0222, Telephone (916) 323-4086.

City/Town: Quincy

County: Plumas

Please check the method you reported on this survey for newly constructed units:

☒ Housing units completed between 1/1/18-12/31/18 based on Final Inspections, Certificates of Occupancy, Completion Certificates or Utility Releases.

Or

☐ If you can only report building permits issued, you MUST adjust the building permits to estimate completions using a different time frame:

Single unit permits issued: 7/1/17 - 6/30/18; Multiple unit permits issued: 1/1/17 - 12/31/17.

SECTION I. HOUSING UNITS GAINED	SINGLE-FAMILY			MULTI-FAMILY			TOTAL UNITS	TOTAL AFFORDABLE UNITS	TOTAL ACCESSORY DWELLING UNITS	
	detached units	attached units	mobile homes	2, 3, or 4 -plex		5 or more				
				structures	units	structures				units
1. Newly Constructed Units	40		10				0			
2. Converted Units Gained	2						0			
3. Non-Permitted Units Gained							0			

SECTION II. HOUSING UNITS LOST From January 1, 2018 through December 31, 2018									
1. Demolition, fire or natural disaster	5		4				0		
2. Converted Units Lost							0		
3. Non-Permitted Units Lost							0		

SECTION III. ANNEXATIONS AND DETACHMENTS  
From January 1, 2018 through December 31, 2018

For Cities Only. Attach additional sheets if necessary.

LAFCO #	Annexation Short Titles & Effective Date	SINGLE-FAMILY			MULTI-FAMILY			TOTAL UNITS
		detached units	attached units	mobile homes	2, 3, or 4 -plex		5 or more	
					structures	units		
								0
								0
								0

SECTION IV. CIVILIAN GROUP QUARTERS CHANGE  
From January 1, 2018 through December 31, 2018

Attach additional sheets if necessary.

Facility Name, Address, Zip Code, & Telephone Number	DATE OF STATUS CHANGE				PERMANENT RESIDENTS	
	Annexed	detached	Opened	Closed	Changed	1/1/2018

Reported by: Carolyn Vickers Department: Plumas County Building Dept. Title: Permit Technician

Address: 555 Main Street City: Quincy Zip Code: 95971

E-mail Address: CarolynVickers@CountyofPlumas.com Telephone: (530)-283-7011 FAX: (530)-283-6134

**Table A**  
**Housing Development Applications Submitted**

Project Identifier	Project Name	Local jurisdiction	Unit Category	Unit Type	Date Application Submitted	Proposed Units - Affordability by Household Income										Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes		
Project Address	Project Name	Local jurisdiction	Unit Category	Unit Type	Date Application Submitted	Not Low Income	Very Low Income	Low Income	Low-Moderate Income	Moderate Income	High Income	Not Low Income	Very Low Income	Low Income	Low-Moderate Income	Moderate Income	High Income	Total Disapproved Units by Project	Total Disapproved Units by Project	Streamlining	Notes
272 Forest View Drive, East Quincy	272 Forest View Drive, East Quincy	NIA	18-13	EF-D	0	1/10/2018														No	
23 Kula Trail, Orono	23 Kula Trail, Orono	NIA	18-24	MF-A	0	1/16/2018														No	
Lafayette Mill Lane, East Orono	Lafayette Mill Lane, East Orono	NIA	18-21	EF-D	0	1/25/18														No	
3160 Lake Almonor Drive, Westbrook	3160 Lake Almonor Drive, Westbrook	NIA	18-60	SFD-D	0	3/6/2018														No	
Peninsula Drive, Lake Almonor Country Club	Peninsula Drive, Lake Almonor Country Club	NIA	18-48	SFD-D	0	3/6/2018														No	
1008 Highway 147, East Shore Lake Almonor	1008 Highway 147, East Shore Lake Almonor	NIA	18-93	MF-A	0	4/10/2018														No	
2 Windy Pt Trail, Lake Almonor Country Club	2 Windy Pt Trail, Lake Almonor Country Club	NIA	18-109	SFD-D	0	2/23/2018														No	
160 Boscawen Ridge, Orono Branch	160 Boscawen Ridge, Orono Branch	NIA	18-113	SFD-D	0	2/27/2018														No	
209 Pennequin Lane, Orono Branch	209 Pennequin Lane, Orono Branch	NIA	18-117	SFD-D	0	3/1/2018														No	
8 Bailey Creek Drive, Bailey Creek Subdivision	8 Bailey Creek Drive, Bailey Creek Subdivision	NIA	18-118	SFD-D	0	3/1/2018														No	
434 Ashton Brook, Orono	434 Ashton Brook, Orono	NIA	18-144	SFD-D	0	3/15/2018														No	
402 Highway 147, Greenville	402 Highway 147, Greenville	NIA	18-146	MF-A	0	3/15/2018														No	
711 Conifer Trail, Lake Almonor Country Club	711 Conifer Trail, Lake Almonor Country Club	NIA	18-181	SFD-D	0	3/29/2018														No	
7555 Highway 147, East Shore Lake Almonor	7555 Highway 147, East Shore Lake Almonor	NIA	18-108	SFD-D	0	4/2/2018														No	
2302 North Main Road, Taylorville	2302 North Main Road, Taylorville	NIA	18-222	MF-A	0	4/13/2018														No	
7640 Highway 147, East Shore Lake Almonor	7640 Highway 147, East Shore Lake Almonor	NIA	18-227	MF-A	0	4/17/2018														No	Based on census block group income data and current rate.
3688 Lake Almonor Drive, Henderson Branch	3688 Lake Almonor Drive, Henderson Branch	NIA	18-229	SFD-D	0	4/17/2018														No	
1263 Grassy Lane, Bucks Lake	1263 Grassy Lane, Bucks Lake	NIA	18-253	SFD-D	0	4/27/2018														No	
777 Wagon Road	777 Wagon Road	NIA	18-264	SFD-D	0	5/1/2018														No	
7560 Murfitt Drive, Lake Orino	7560 Murfitt Drive, Lake Orino	NIA	18-286	SFD-D	0	5/3/2018														No	
8005 Oquid Drive, Mohave Vista	8005 Oquid Drive, Mohave Vista	NIA	18-297	SFD-D	0	5/8/2018														No	Based on census block group income data and current rate.
160 Lake Almonor West, Lake Almonor West	160 Lake Almonor West, Lake Almonor West	NIA	18-304	SFD-D	0	5/10/2018														No	
7973 Blue Gate Road, Southworth	7973 Blue Gate Road, Southworth	NIA	18-316	MF-A	0	5/11/2018														No	
64 North Trail, Ganges	64 North Trail, Ganges	NIA	18-318	MF-A	0	5/16/2018														No	Based on census block group income data and current rate.
19 Peninsula Drive, East Shore Lake Almonor	19 Peninsula Drive, East Shore Lake Almonor	NIA	18-343	SFD-D	0	5/21/2018														No	
4 Nelson Trail, Orono	4 Nelson Trail, Orono	NIA	18-353	SFD-D	0	5/25/2018														No	
5329 Crest Lake Lane, Pomona	5329 Crest Lake Lane, Pomona	NIA	18-362	SFD-D	0	6/5/2018														No	
870 Low Road, East Quincy	870 Low Road, East Quincy	NIA	18-395	SFD-D	0	7/11/2018														No	Based on census block group income data and current rate.
1261 Eagle Trail, Good Mountain	1261 Eagle Trail, Good Mountain	NIA	18-436	SFD-D	0	8/29/2018														No	
305 Good Hope Lane, Grange	305 Good Hope Lane, Grange	NIA	18-439	SFD-D	0	8/29/2018														No	
78165 Valley View Road, Southworth	78165 Valley View Road, Southworth	NIA	18-514	SFD-D	0	7/26/2018														No	
7761 Hillman Trail, Lake Orino	7761 Hillman Trail, Lake Orino	NIA	18-527	SFD-D	0	7/26/2018														No	
278 Miller Court, East Quincy	278 Miller Court, East Quincy	NIA	18-606	SFD-D	0	8/14/2018														No	
2133 Bucks Lake Road, Quincy	2133 Bucks Lake Road, Quincy	NIA	18-610	ADU	0	8/15/2018														No	
Burnt Cedar Trail, Lake Almonor Country Club	Burnt Cedar Trail, Lake Almonor Country Club	NIA	18-626	SFD-D	0	8/21/2018														No	Based on census block group income data and current rate.
775 Gravel Road, Taylorville	775 Gravel Road, Taylorville	NIA	18-618	SFD-D	0	8/23/2018														No	
8600 Ford's Wagon Road, Taylorville	8600 Ford's Wagon Road, Taylorville	NIA	18-640	MF-A	0	8/23/2018														No	Based on census block group income data and current rate.
271 Village Drive, Bailey Creek Subdivision	271 Village Drive, Bailey Creek Subdivision	NIA	18-637	SFD-D	0	8/27/2018														No	
209 Almonor Pt Road, Lake Almonor Peninsula	209 Almonor Pt Road, Lake Almonor Peninsula	NIA	18-668	SFD-D	0	8/29/2018														No	
8 Pennin Isle Drive, Lake Almonor Country Club	8 Pennin Isle Drive, Lake Almonor Country Club	NIA	18-721	SFD-D	0	9/20/2018														No	
3360 Woodlake Drive, Hamilton Branch	3360 Woodlake Drive, Hamilton Branch	NIA	18-724	MF-A	0	9/20/2018														No	Based on census block group income data and current rate.
2875 Highway 147, East Shore Lake Almonor	2875 Highway 147, East Shore Lake Almonor	NIA	18-735	EF-D	0	8/29/2018														No	
145 First Street, East Quincy	145 First Street, East Quincy	NIA	18-856	MF-A	0	10/26/2018														No	Based on census block group income data and current rate.
4 Peninsula Drive, Lake Almonor Country Club	4 Peninsula Drive, Lake Almonor Country Club	NIA	18-675	SFD-D	0	1/11/2019														No	
Almonor View Drive, Lake Almonor Country Club	Almonor View Drive, Lake Almonor Country Club	NIA	18-870	SFD-D	0	1/11/2019														No	
168 Fifth Street, East Quincy	168 Fifth Street, East Quincy	NIA	18-963	SFD-D	0	1/18/2019														No	Based on census block group income data and current rate.
209 Churchill Road, Maple	209 Churchill Road, Maple	NIA	18-684	MF-A	0	1/19/2019														No	Based on census block group income data and current rate.
818 Pondstone Drive, Lake Almonor Peninsula	818 Pondstone Drive, Lake Almonor Peninsula	NIA	18-931	MF-A	0	1/21/2019														No	Based on census block group income data and current rate.



**Table A2**  
**Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units**

r			Unit Types		Affordability by Household Incomes - Completed Entitlement								Affordability by Household Income			
	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA, SFD, 2 or 3, ADU, etc.)	Tenure (Renters, Co-ops, etc.)	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Above Moderate-Income	Entitlement Date/Status	# of Units Issued/Entitled	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted
	hala Lane, Taylorville	N/A	16-913	SFA	O						1	10/24/2018	1			
	assen Street, Chester	N/A	16-920	SFD	O						1	7/17/2018	1			
	Almanor Country Club	N/A	16-922	SFD	O						1	6/9/2018	1			
	l Camp Road, Quincy	N/A	17-384	SFD	O						1	1/22/18	1			
	Almanor Country Club	N/A	17-742	ADU	O						1	5/25/2018	1			
	ent Street, Greenville	N/A	17-782	SFD	O						1	2/16/2018	1			
	11 Pine Way, Chester	N/A	17-796	SFD	O						1	7/30/2018	1			
	Almanor Country Club	N/A	17-844	SFD	O						1	1/6/2018	1			
	er Drive, East Quincy	N/A	18-13	SFD	O						1	2/7/2018	1			
	l Kato Trail, Graessle	N/A	18-24	MH	O						1	4/11/2018	1			
	l Mile Road, Chalkoon	N/A	18-59	SFD	O						1	3/5/2018	1			
	Almanor Drive, Prattville	N/A	18-66	SFD	O						1	4/10/2018	1			
	Almanor Country Club	N/A	18-69	SFD	O						1	4/10/2018	1			
	16 Highway 49, Vinton	N/A	18-93	MH	O						1	4/10/2018	1			
	Almanor Country Club	N/A	18-109	SFD	O						1	6/12/2018	1			
	Ridge, Grizzly Ranch	N/A	18-112	SFD	O						1	3/28/2018	1			
	l Lane, Grizzly Ranch	N/A	18-117	SFD	O						1	4/11/2018	1			
	lly Creek Subdivision	N/A	18-118	SFD	O						1	4/6/2018	1			
	assen Street, Chester	N/A	18-144	SFD	O						1	4/5/2018	1			
	l Highway 89, Greenville	N/A	18-148	MH	O						1	5/9/2018	1			
	Almanor Country Club	N/A	18-181	SFD	O						1	5/10/2018	1			
	l Shore Lake Almanor	N/A	18-186	SFD	O						1	6/21/2018	1			
	Arm Road, Taylorville	N/A	18-222	MH	O						1	8/20/2018	1			
	l Shore Lake Almanor	N/A	18-227	MH	O						1	6/8/2018	1			
	l Drive, Hamilton Branch	N/A	18-229	SFD	O						1	4/30/2018	1			
	lly Loop, Bucks Lake	N/A	18-255	SFD	O						1	6/8/2018	1			
	l Wagon Road, Chester	N/A	18-264	SFD	O						1	6/1/2018	1			
	llyn Drive, Lake Davis	N/A	18-269	SFD	O						1	5/24/2018	1			
	l Lane, Mohawk Vista	N/A	18-297	SFD	O						1	6/18/2018	1			
	l Lake Almanor West	N/A	18-304	SFD	O						1	7/17/2018	1			
	l Ste Road, Backworth	N/A	18-318	SFD	O						1	10/10/2018	1			
	l Gamath Trail, Graessle	N/A	18-319	MH	O						1	6/20/2018	1			
	l Shore Lake Almanor	N/A	18-343	SFD	O						1	7/17/2018	1			
	l Hakan Trail, Graessle	N/A	18-355	SFD	O						1	6/22/2018	1			
	l Id Solka Lane, Portola	N/A	18-382	SFD	O						1	7/5/2018	1			
	l ee Road, East Quincy	N/A	18-396	SFD	O						1	7/11/2018	1			
	l eather, Gold Mountain	N/A	18-438	SFD	O						1	7/16/2018	1			
	l Nugget Lane, Graessle	N/A	18-460	SFD	O						1	9/28/2018	1			
	l ew Road, Backworth	N/A	18-514	SFD	O						1	9/14/2018	1			
	l horn Trail, Lake Davis	N/A	18-527	SFD	O						1	9/6/2018	1			
	l er Court, East Quincy	N/A	18-605	SFD	O						1	9/24/2018	1			
	l a Lake Road, Quincy	N/A	18-610	ADU	O						1	9/28/2018	1			
	Almanor Country Club	N/A	18-625	SFD	O						1	10/2/2018	1			
	l ee Road, Taylorville	N/A	18-628	SFD	O						1	11/16/2018	1			
	l gon Road, Taylorville	N/A	18-642	MH	O						1	9/28/2018	1			
	l ey Creek Subdivision	N/A	18-657	SFD	O						1	10/30/2018	1			
	l ke Almanor Peninsula	N/A	18-658	SFD	O						1	10/9/2018	1			
	Almanor Country Club	N/A	18-721	SFD	O						1	10/22/2018	1			

Household Incomes - Building Permits					Affordability by Household Incomes - Certificates of Occupancy									
Project Name	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Above-Moderate-Income	8		10						11	
					Building Permits Data Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Low-Income Moderate-Income	Certificates of Occupancy or other forms of occupancy (unrestricted) Restricted
1	N/A			1	10/24/2018	1								
2	N/A			1	7/17/2018	1								
3	N/A			1	8/9/2018	1								
4	N/A			1	1/22/18	1								
5	N/A			1	5/23/2018	1								
6	N/A			1	2/16/2018	1								
7	N/A			1	7/30/2018	1								
8	N/A			1	1/4/2019	1								
9	N/A			1	2/7/2019	1								
10	N/A			1	4/11/2018	1							1	12/28/2018
11	N/A			1	3/5/2019	1								
12	N/A			1	4/10/2018	1								
13	N/A			1	4/19/2018	1								
14	N/A			1	4/10/2018	1								
15	N/A			1	6/12/2018	1							1	7/18/2018
16	N/A			1	3/28/2018	1								
17	N/A			1	4/11/2018	1								
18	N/A			1	4/9/2018	1								
19	N/A			1	4/5/2018	1								
20	N/A			1	5/8/2018	1								
21	N/A			1	5/10/2018	1							1	7/30/2018
22	N/A			1	6/21/2018	1								
23	N/A			1	8/20/2018	1								
24	N/A			1	8/8/2018	1								
25	N/A			1	4/30/2018	1								
26	N/A			1	6/8/2018	1							1	11/29/2018
27	N/A			1	6/1/2018	1								
28	N/A			1	5/24/2018	1								
29	N/A			1	6/18/2018	1								
30	N/A			1	7/17/2018	1								
31	N/A			1	10/10/2018	1								
32	N/A			1	6/20/2018	1								
33	N/A			1	7/17/2018	1								
34	N/A			1	7/5/2018	1							1	11/19/2018
35	N/A			1	7/11/2018	1								
36	N/A			1	7/18/2018	1								
37	N/A			1	9/28/2018	1								
38	N/A			1	9/14/2018	1								
39	N/A			1	8/6/2018	1								
40	N/A			1	9/24/2018	1								
41	N/A			1	9/28/2018	1								
42	N/A			1	10/2/2018	1								
43	N/A			1	11/16/2018	1								
44	N/A			1	9/28/2018	1								
45	N/A			1	10/30/2018	1								
46	N/A			1	10/9/2018	1								
47	N/A			1	10/22/2018	1								



		Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
	13	14	15	16	17	18	19	20		21	
Project Name*	How many of the units were Extremely Low Income?	Was Project Approved using CC 15913 A(b)(1) (30-35 Streamlining)? Yes	Initial Units* Y/N*	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Rents*	Notes*
Taylorville	N/A		N	N		Based on census block group income data and current rental rates.					
St. Chester	N/A		N	N							
Country Club	N/A		N	N							
Mid, Quincy	N/A		N	N		Based on census block group income data and current rental rates.					
Country Club	N/A		N	N		Based on census block group income data and current rental rates.					
Greenville	N/A		N	N							
St. Chester	N/A		N	N		Based on census block group income data and current rental rates.					
Country Club	N/A		N	N							
East Quincy	N/A		N	N							
St. Greasole	N/A		N	N							
St. Chilcoat	N/A		N	N							
St. Prattville	N/A		N	N							
Country Club	N/A		N	N							
St. 49, Vinton	N/A		N	N							
Country Club	N/A		N	N							
Country Ranch	N/A		N	N							
Country Ranch	N/A		N	N							
Subdivision	N/A		N	N							
St. Chester	N/A		N	N							
Greenville	N/A		N	N							
Country Club	N/A		N	N							
St. Almaron	N/A		N	N							
Taylorville	N/A		N	N							
St. Almaron	N/A		N	N		Based on census block group income data and current rental rates.					
Iron Branch	N/A		N	N							
Bucks Lake	N/A		N	N							
St. Chester	N/A		N	N							
Lake Davis	N/A		N	N		Based on census block group income data and current rental rates.					
Bank Vista	N/A		N	N							
St. West	N/A		N	N							
Beckwouth	N/A		N	N							
St. Greasole	N/A		N	N		Based on census block group income data and current rental rates.					
St. Almaron	N/A		N	N							
St. Greasole	N/A		N	N							
St. Portola	N/A		N	N							
East Quincy	N/A		N	N		Based on census block group income data and current rental rates.					
Mid Mountain	N/A		N	N							
St. Greasole	N/A		N	N							
Beckwouth	N/A		N	N							
Lake Davis	N/A		N	N							
East Quincy	N/A		N	N							
St. Quincy	N/A		N	N		Based on census block group income data and current rental rates.					
Country Club	N/A		N	N							
Taylorville	N/A		N	N							
Taylorville	N/A		N	N		Based on census block group income data and current rental rates.					
Subdivision	N/A		N	N							
St. Peninsula	N/A		N	N							
Country Club	N/A		N	N							

Table B											
Regional Housing Needs Allocation Progress											
Permitted Units Issued by Affordability											
Region	2									3	4
	2014	2015	2016	2017	2018	2019				Total Units to Date (all years)	Total Remaining RHNA by Income Level
											12
											8
			4	15	15					34	
			34	25	40					99	
			38	40	55					133	20

ed in the very low-income permitted units totals

**Sites Identified or Rezoned to Accommodate Shortfall Housing Need**

[illegible]

3	programs and expand program as funds are available from State and Federal agencies. (Department of Housing and Urban Development, Section 8.)			The Plumas County Community Development Commission provides this rental assistance (Section 8).
4	Maintain the Plumas County Community Development Commission as the local contact and referral agency for complaints of housing discrimination and establish the Plumas County Community Development Commission as the agency to distribute materials and information on fair housing throughout the County in all county buildings open to the public.		Immediate and Constant.	The Plumas County Community Development Commission provides this service.
5	Counseling. Provide counseling for various programs as needed.		Counsel for programs as needed.	The Plumas County Community Development Commission provides this counseling.
6	First Time Homebuyer Program. The Regional Council of Rural Counties (RCRC) Californian Rural Home Mortgage Finance Authority offers a variety of first time homebuyers and no/low down-payment mortgage products for low and moderate-income households.		Refer first time homebuyers to The Regional Council of Rural Counties (RCRC) Californian Rural Home Mortgage Finance Authority	The Plumas County Community Development Commission provides this program.
7	Continue to provide technical assistance and to seek funds for infrastructure repair, upgrade and purchase to and for districts as requested.		Action as requested.	The Plumas County Community Development Commission provides this service.
8	Apply for CDBG economic development revolving loan funds.		Opportunism	The Plumas County Community Development Commission fulfills this program.
9	Prepare and carry out a continuing Economic Development Strategy.		1 continuing Economic Development Strategy.	The update of the Plumas County General Plan contains an economic element, which was used to assist in the County qualifying as an Opportunity Zone. The county continues to implement this element of the General Plan.
10	Maintain minimum governmental regulations and a surplus of lands available for development so as to preclude artificially inflated costs.		As needed	The Plumas County Zoning Code contains many by right none discretionary processes that apply to emergency shelters, transitional housing, and supportive housing throughout the County. Additionally, the multi-family zone (MR) allows multi-family housing by right and up to 21.8 units per acre. The county contains numerous undeveloped MR zoned properties with the unincorporated towns capable of development.
Dwellings: Transfer of Area	Dwelling: Transfer of Area Amend zoning provisions to permit transfer of allowable area among additional quarters and guest houses through an administrative procedure which results in recorded documentation of the transfer.		By July 1, 2014	The amendment has not occurred. However, the Plumas County Zoning Code allows in dwelling unit on any parcel of twice or more the minimum lot area. This is allowed by right.
Camping: No Time Limit	Camping: No time limit. Amend Section 9-2.405 of the Plumas County Code to remove the limitation on camping of 120 days in a calendar year. Amend the definition of camping so that it is for transient occupancy, not permanent residence.		Annual Need	The amendment has not occurred. However, the Plumas County Zoning Code allows in residential zones. One dwelling unit, one guest house, and one additional detached dwelling unit on any parcel of twice or more the minimum lot area. This is allowed by right.
Densities: No Net Loss	No Net Loss of Densities: The County shall not by administrative, quasi-judicial, or legislative action, reduce, require, or permit the reduction of the residential density for any parcel to a lower residential density that is below the density established by the General Plan and zoning for those sites identified in the Housing Element that are utilized by the Department of Housing and Community Development in determining compliance with housing element law to accommodate the County's share of regional housing need for a minimum of twenty years.		Offset any loss in residential density with an increase in residential density, ensuring no net loss in residential density; or offset any loss in residential density with an equal construction of affordable housing.	No net loss in residential unit capacity or construction of affordable housing on lands established by the General Plan and zoning for those sites identified in the Housing Element that are utilized by the Department of Housing and Community Development in determining compliance with housing element law.
Yards: Fire Sale and Building Code	Yards: Fire Sale and Building Code: Amend the zoning requirements for yards to those necessary as part of the provisions of the Plumas County Code that have been certified in-lieu of the State Responsibility Area Fire Sale Regulations. Rely on the occupancy separation requirements of the California Building Code. [Part 2 of Title 24 of the California Code of Regulations] to adequately provide for public health and safety for purposes other than those of the provisions of the Plumas County Code that have been certified in-lieu of the State Responsibility Area Fire Sale Regulations.		By July 1, 2014	The Plumas County General Plan was updated since the last update of the housing element and contains the most recent fire safe standard. Recently, the Board of Forestry has approved the amendments to the Zoning Code to implement these recent changes to the General Plan and state law regarding fire safety.





**Commercial Development Bonus Approved pursuant to GC Section 65915.7**

January 2019

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
 (CCR Title 25 §6202)

(Jan. 1 - Dec. 31)

Note: + Optional field  
 Cells in grey contain auto-calculation formulas

**Table F**

**Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)**

national purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at [redacted] or [redacted]. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

Units that Do Not Count Towards RHNA* Listed for Informational Purposes Only			Units that Count Towards RHNA* Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1*
Very Low-Income*	Low-Income*	TOTAL UNITS*	Extremely Low-Income*	Very Low-Income*	Low-Income*	TOTAL UNITS*	

Above Moderate	47
Total Units	56

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Submitted Applications Summary	
Total Housing Applications Submitted:	48
Number of Proposed Units in All Applications Received:	48
Total Housing Units Approved:	48
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas



5A,B

**AGREEMENT BETWEEN  
THE COUNTY OF PLUMAS  
AND  
LYNN STROM**

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This agreement is entered into between the County of Plumas ("County") and Lynn Strom ("Contractor") for the purpose of providing Hearing Officer services under Chapter 9 of Title 1 of the Plumas County Code.

**WHEREAS**, Plumas County Code section 1-9.09 prescribes an alternative procedure for abatement of unlawful marijuana cultivation; and

**WHEREAS**, Plumas County Code section 1-9.09, subdivision (c) provides that:

"In order to hear cases brought by the enforcing officer under this section, the board of supervisors hereby establishes for such purpose the Office of County Hearing Officer pursuant to Chapter 14 (commencing with Section 27720) of Part 3 of Division 2 of Title 3 of the Government Code, to which Office the Board of Supervisors shall appoint one or more hearing examiners. Each such hearing examiner shall be an attorney at law having been admitted to practice before the courts of this state for at least five years. Hearing examiners shall be appointed for a period of not less than one year. In the event that the Board appoints more than one hearing examiner, each day of hearings required under this section shall be assigned to a hearing examiner based upon an alphabetical rotation. Hearing examiners shall have those powers set forth in sections 27721 and 27722 of the Government Code, including the power to conduct the hearing, the power to decide the matter under this section upon which a hearing has been held, the power to make findings of fact and conclusions of law required for the decision, the power to issue subpoenas at the request of a party of interest, the power to receive evidence, the power to administer oaths, the power to rule on questions of law and the admissibility of evidence, the power to continue the hearing from time to time, and the power to prepare a record of the proceedings."; and

**WHEREAS**, Plumas County Code section 1-9.09, subdivision (d) provides that:

"Pursuant to Government Code sections 25845, subdivision (i) and 27721, subdivision (A), the Hearing Officer shall hold an administrative hearing to determine whether the conditions existing on the property subject to the notice constitute a nuisance under this chapter, or whether there is any other good cause why those conditions should not be abated. This hearing shall be held no less than five calendar days after service of the notice."

\_\_\_\_ County Initials

-1-

Contractor Initials

*LMS*

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall serve as Hearing Officer appointed pursuant Section 1-9.09 of the Plumas County Code, and shall exercise all powers and duties set forth therein. Contractor shall hear and decide all matters assigned to them in accordance with that Section.

**2. RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

**3. COMPENSATION**

Contractor shall be paid an all-inclusive fee of \$80 per hour after satisfactorily completing the duties described in this Agreement. Contractor shall receive a minimum of two (2) hours compensation for each day of hearings conducted hereunder. Contractor shall be paid at the \$80 per hour rate for travel time from Red Bluff to Quincy and return to Red Bluff. The Maximum Compensation payable under this Agreement shall not exceed \$25,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

**4. BILLING AND PAYMENT**

On or before the 15<sup>th</sup> of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

**5. TERM OF AGREEMENT**

This agreement shall commence on August 6, 2019, and shall terminate July 1, 2020, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor materially fails to fulfill in a timely and professional manner their obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement for good cause effective immediately upon the County giving written notice thereof to the Contractor. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Plumas County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year. Notwithstanding the foregoing, either party may terminate this agreement by giving thirty (30) days written notice to the other party. County shall pay contractor for all work satisfactorily completed as of the date of any notice of termination.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **RETIRED ANNUITANT STATUS**

Contractor acknowledges being subject to the employment restrictions of the Public Employees' Pension Reform Act and Public Employees' Retirement Law, and accepts full responsibility for any action(s) taken by CalPERS as a result of this agreement, if any. Contractor further releases any and all claims that Contractor may have against County as a result of entering into this agreement and specifically related to any enforcement action(s) taken by CalPERS for a violation of the Public Employees' Pension Reform Act or Public Employees' Retirement Law. In connection therewith, Contractor waives any rights provided by California Civil Code section 1542, which reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

The parties agree to meet and confer in good faith regarding any necessary amendments to this Agreement in the event of any change to the law, regulations, or CalPERS guidance regarding performance of independent contractor services by retired annuitants, or any determination by CalPERS that the services provided hereunder do not qualify as independent contractor services that may be performed by a retired annuitant without restriction. If the parties cannot reach mutually satisfactory agreement on such amendments, either party may terminate this Agreement on thirty (30) days' notice.

11. INDEMNIFICATION

- A. Except as provided in Subsection (B), Contractor shall hold harmless, defend, and indemnify the County of Plumas, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Plumas) being damaged by the negligent acts, willful acts, or errors or omissions of Contractor, or any person employed by or under Contractor in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the County.
- B. Notwithstanding Subsection (A), if a claim or lawsuit is filed against Contractor arising from an official decision made by Contractor while acting in the capacity of Plumas County Hearing Officer, County agrees to defend and indemnify Contractor against, and will hold and save Contractor harmless from, any and all claims or liabilities that may be asserted arising out of or in connection with such official decision, to the same extent as if Contractor was a County employee, but nothing herein shall require County to indemnify Contractor for liability arising solely from their own negligence.

12. INSURANCE

\_\_\_\_ County Initials

Contractor Initials

*[Handwritten Signature]*



Contractor shall procure and maintain liability insurance in the following form and amounts:

Liability Insurance

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. This requirement may be met through any combination of liability and excess insurance.

Automobile Liability

Automobile liability insurance is required with minimum limits for bodily injury and property damage in accordance with California state law.

Excess Liability

Excess liability coverage following the provisions of the Liability and Automobile Liability insurance referred to above, in the amount of \$1,000,000 per occurrence, and \$1,000,000 in the aggregate for each annual policy period.

A certificate of insurance shall be provided to the County upon request.

13. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Plumas County Purchasing Policy, Addendum No. 4, (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions

which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Plumas County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NON-EXCLUSIVE AGREEMENT.**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

19. **STANDARDS OF THE PROFESSION**

Contractor warrants and represents that they are an attorney at law having been admitted to practice before the courts of this state for at least five years. Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 7-17-19

CONTRACTOR

Lynn M. Strom  
Lynn Strom

COUNTY OF PLUMAS

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

By \_\_\_\_\_  
Kevin Goss, Chairperson  
Plumas County Board of Supervisors

Approved as to form by  
Plumas County Counsel

R. Craig Settlemyre  
R. Craig Settlemyre 7/18/2019

\_\_\_\_ County Initials

Contractor Initials

RMS

7A

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

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

*Robert A. Perreault, Jr., P.E.*

*Director of Public Works*

**AGENDA REQUEST**

for the August 6, 2019 Meeting of the Board of Supervisors

July 29, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works



Subject: Consideration of a proposed Rate Increase of 17.22% (residential) and 9.53% (commercial) for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 1), as operated by franchise contractor USA Waste of California, Inc., doing business as "Feather River Disposal".

**PREFACE:**

*The primary purpose of this Agenda Request, in compliance with Proposition 218, is to enable the Board of Supervisors to:*

- 1. Receive a report and recommendations from the Department of Public Works pertaining to a Rate Increase of 17.22% (residential) and 9.53% (commercial) for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 1), as operated by franchise contractor USA Waste of California, Inc., doing business as "Feather River Disposal".*
- 2. Enable commentary by the franchise contractor, "Feather River Disposal".*
- 3. Open a Public Hearing and enable commentary by the general public and other governmental officials, if any. Receive and tabulate any written protests against the proposed fees by customers. Close Public Hearing.*
- 4. Consider the adoption of the attached proposed Resolution to Increase Rates by 17.22% (residential) and 9.53% (commercial) for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 1), as operated by franchise contractor USA Waste of California, Inc., doing business as "Feather River Disposal".*

**BACKGROUND:**

**2016:**

During, or about, March 2017, “Feather River Disposal” (FRD) submitted a request for an increase in the solid waste fees in the amount of 11.98%.

However, during March 2017, FRD did not submit an Audited, Financial Statement for the Period Ending December 31, 2016. Public Works staff informed the Franchise Contract that the Audited, Financial Statement for the period ending December 16, 2016 remains a requirements of the Franchise Contract.

Public Works staff reviewed and considered the request for a rate increase, and further involved the County’s solid waste consultant, the R3 Consulting Group. Acting on behalf of the County, the R3 Consulting Group conducted further discussions with “Feather River Disposal”.

Following discussions with the R3 Consulting Group, the Director of Public Works advised “Feather River Disposal” that their request of 11.98% would not be supported by Public Works staff.

During March 2017, Public Works staff directed the R3 Consulting Group to prepare a “Cost of Services” (COS) Rate Study for the FRD franchise contract area. R3 Consulting Group prepared and finalized the COS Rate Study on June 15, 2017.

Having additional information from the COS Rate Study, the Director of Public Works participated in additional discussions with FRD, Public Works staff and the R3 Consulting Group.

In regard to FRD, the COS Rate Study proposed the residential rate to be increased by 4.09% and commercial rates decreased by 3.06% to address the calculated imbalance between residential rates and commercial rates. There were no recommended adjustments to be made to the Transfer Station rates by the COS Rate Study.

Thereafter, FRD revised its request for a rate increase to be 4.87%, an amount that was deemed acceptable by the Director of Public Works, subject to approval of the Board of Supervisors.

**2017:**

On or about, March 15, 2018, FRD submitted an Audited, Financial Statement for the Period Ending December 31, 2017. Public Works staff reviewed the audited financial statement and subsequently forwarded the documentation to the County’s solid waste consultant, the R3 Consulting Group, requesting that R3 apply the Refuse Rate Increase (RRI) procedure, as set forth in the replacement Franchise Agreement that took effect on April 1, 2017. The R3 Consulting Group reviewed the audited financial statement and concluded that FRD was entitled to a solid waste fee increase in the amount of 2.69%.

**2018:**

On March 15, 2019, FRD did submit an Audited, Financial Statement for the Period Ending December 31, 2018. Public Works staff reviewed the audited financial statement and subsequently forwarded the documentation to the County's solid waste consultant, the R3 Consulting Group, requesting that R3 apply the Refuse Rate Increase (RRI) procedure, as set forth in the replacement Franchise Agreement that took effect on April 1, 2017. The R3 Consulting Group reviewed the audited financial statement and concluded that FRD was entitled to a solid waste fee increase in the amount of 4.76%.

**PROPOSED RATE INCREASE SUMMARY FOR FRD:**

The cumulative proposed fee increases described above are summarized as follows:

- 17.22% (residential collection) and
  - 9.53% (commercial collection) and
  - 12.82% (residential and commercial customers self-hauling to transfer stations).
- Note: This Agenda Request does not pertain to the transfer stations, as the proposed 12.82% rate increase was considered and approved by the Board of Supervisors on July 2, 2019.*

**CONSIDERATION BY THE SOLID WASTE TASK FORCE**

On June 6, 2019, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider these proposed fee increase matters and develop "advice" for consideration by the Board of Supervisors. On June 6, 2019, the Solid Waste Task Force voted to recommend to the Board of Supervisors that, in regard to the Franchise Area No. 1, the Solid Waste Task Force endorses the findings of the R3 Consulting Group.

**PUBLIC NOTICE**

On June 18, 2019 the Board of Supervisors approved the action to proceed with the public notices for a Rate Increase for disposal of solid waste as operated by franchise contractor "Feather River Disposal" (serving Franchise Area No. 1) for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities, and directed Public Works staff to implement the notification actions associated with Proposition 218. On June 20, 2019, the County of Plumas mailed notices of a public hearing to 2,942 customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments and provided internet links to a listing of pertinent rate increase-related documents.

## **PUBLIC DOCUMENTS**

In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

- 2017 FRD Audited Financials
- 2017 FRD Financial Statements
- 2018 FRD Audited Financial Statements
- 2018 Refuse Rate Index (RRI) Adjustments, dated June 14, 2018
- 2019 Refuse Rate Index (RRI) Adjustments, dated May 6, 2019 (Draft)
- FRD – Cost of Services (COS) Rate Study – June 15, 2017
- FRD Proposed 2019 Rate Adjustment – Exhibit A
- FRD 2009 Rate Increase, Ordinance 09-1069, dated January 13, 2009

Copies of the above documents are available for public viewing, during normal office hours, at:

- Department of Public Works Headquarters Building  
1834 E Main Street, Quincy, CA 95971,  
between the hours of 8am – 5pm, Monday through Friday, or
- Office of the Clerk of the Board of Supervisors  
520 Main Street, Room # 309, Quincy, CA 95971,  
between the hours of 8am – 5pm, Monday through Friday, or
- May be viewed on the Plumas County website at:  
<https://ca-plumascounty2.civicplus.com/2616/17509/Public-Documents>

## **RESOLUTION OF PROPOSED RATE INCREASE**

For the time period January 1, 2016 through December 31, 2018, Public Works staff, with the assistance of R3 Consulting Group, has calculated a proposed cumulative rate increase of 17.22% (residential) and 9.53% (commercial) for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 1), as operated by franchise contractor USA Waste of California, Inc., doing business as “Feather River Disposal”.

It is noted that the last rate increase authorized for FRD for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities was approved by the Board of Supervisors on January 13, 2009.

**RECOMMENDATION:**

The Director of Public Works respectfully recommends that, unless it is determined that there are timely written protests by *greater than* fifty percent of current collection route customers, the Board of Supervisors vote to adopt the attached, proposed Rate Increase Resolution for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 1), as operated by franchise contractor USA Waste of California, Inc., doing business as “Feather River Disposal”.

**ATTACHMENTS:**

- NOTICE OF PUBLIC HEARING: (2,942 Copies mailed June 20, 2019)
- Proposed Resolution for Collections Rate Increase for Franchise Service Area No. 1





## **DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION**

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

*Robert A. Perreault, Jr., P.E., Director of Public Works*

### **NOTICE OF PUBLIC HEARING**

**PROPOSED FEE INCREASE FOR DISPOSAL OF SOLID WASTE  
AS OPERATED BY FRANCHISE CONTRACTOR FEATHER RIVER DISPOSAL  
(A DIVISION OF USA WASTE CALIFORNIA, INC., A DELAWARE CORPORATION)  
FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS  
UNDER CONTRACT, i.e., SUBSCRIPTION, FOR CURBSIDE PICKUP**

A fee increase is being proposed in accordance with Plumas County Code "Sec. 6-10.208 - Fee schedule for collection, transfer, and related services" (i.e., Section 6-10.208 of Article 2 of Chapter 10 of Title 6 of the Plumas County Code) and in accordance with "Article 12.04, Refuse Rate Index – Adjustment to the Rates," as set forth in the Solid Waste Franchise Contract, dated March 31, 2017, between Plumas County and Feather River Disposal. Said proposed fee increase has been calculated as a culmination of a Cost of Services Rate Study, 2018 "Refuse Rate Index" ("RRI") (Prepared from Calendar Year 2017 Financial Statements), and 2019 "RRI" (Prepared from Calendar Year 2018 Financial Statements) in the amount of 17.22% for residential curbside solid waste pickup and 9.53% for commercial curbside solid waste pickup. Said proposed fee increase in the amount of 17.22% for residential curbside solid waste pickup and 9.53% for commercial curbside solid waste pickup is proposed by the Plumas County Franchise Contract Administrator (Director of Public Works).

Pursuant to this Notice, the Plumas County Board of Supervisors will conduct a Public Hearing, on a proposed fee increase on August 6, 2019, beginning at 1:00 PM, in the Board of Supervisors Meeting Room, located in the Courthouse (Room 308) at 520 Main Street, Quincy, California.

Following the Public Hearing, the Board of Supervisors will immediately consider a replacement of current Resolution 17-8228 with a proposed revised Resolution to include the proposed fee increase of up to 17.22% for residential curbside solid waste pickup and 9.53% for commercial curbside solid waste pickup.

If adopted by the Board of Supervisors on August 6, 2019, the proposed new rates will become effective on August 7, 2019.

The following additional information is pertinent:

- This Public Notice pertains only to Franchise Service Area 1, as depicted in Attachment B-1 (follow link to view: <https://ca-plumascounty2.civicplus.com/2616/17509/Public-Documents>) to the above mentioned Franchise Contract. The Franchise Contractor for Franchise Service Area 1 is Feather River Disposal, with headquarters located at 1166 Industrial Way, Quincy, CA 95971.



- This proposed fee increase is applicable only to residential and commercial customers under contract, i.e., subscription, for curbside pickup by the Franchise Contractor.
- A copy of the entire proposed revised fee schedule is enclosed.
- The proposed rate change is necessary because the Franchise Agreement provides for an "Operating Ratio" (net operating costs divided by the contractor's net income should be in a range of 88.00% to 92.00%. However, based on audited financial statements provided by the Franchise Operator, the costs of operation have risen since the rates were last adjusted such that the operating ratio no longer falls within that targeted range. In addition, a Cost of Service Study revealed that commercial customers were paying a higher rate than residential customers for comparable services. Therefore, the rate increase for commercial customers is less than that for residential customers so that the rates between the two may be equalized.
- The data upon which the proposed rates are based (consisting of the audited financial statements referred to above, the Cost of Service Study) and the calculation of the rate adjustment (the Refuse Rate Index reports) are available for inspection at 1834 E Main Street, Quincy, CA 95971 between the hours of 8am – 5pm, Monday through Friday, or may be viewed on the Plumas County website at: <https://ca-plumascounty2.civicplus.com/2616/17509/Public-Documents>

- **RATE INCREASE PROCEDURE**

The process of raising rates is controlled by the provisions of the California Constitution, Article XIII D, Section 6, Subdivisions (a) and (c), enacted by Proposition 218 in 1996. In summary, the process of raising rates is as follows:

The proposed fee increase has been calculated as a culmination of a Cost of Services Rate Study, 2018 "Refuse Rate Index" ("RRI") (Prepared from Calendar Year 2017 Audited Financial Statements), and 2019 "RRI" (prepared from Calendar Year 2018 Audited Financial Statements) in the amount of 17.22% for residential curbside solid waste pickup and 9.53% for commercial curbside solid waste pickup.

The Board of Supervisors will hold a Public Hearing to receive written protests and consider adopting new fee schedule. This Public Hearing may be held no sooner than 45 days following mailing of this written notice to all curbside subscription customers within Franchise Service Area 1. If a majority protest does not occur, the Board may vote to adopt the new rate schedule at the August 6, 2019, Public Hearing.

- **RATE PROTEST PROCEDURE**

Subscription customers within Franchise Service Area 1 wishing to protest the proposed fee increase must do so in writing. Letters may be mailed to the Plumas County Department of Public Works office at: 1834 East Main Street, Quincy, CA 95971 or written protests may be submitted in person at the August 6, 2019 Public Hearing. All written protests must be received prior to the start of the Public Hearing.



All protests must include the following minimum information:

- The curbside subscription customer's signature and date;
- The curbside subscription customer's name printed or typed under the signature;
- The address or assessor parcel number of the property with curbside service;
- A written statement that the author of the protest letter is the subscription customer of the property with curbside service;
- A written statement that the letter constitutes a protest to the proposed fee increase.

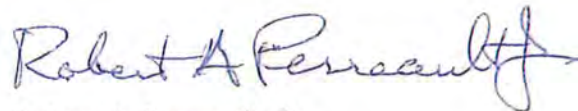
If the County receives written protests from a majority of curbside subscription customers within Franchise Area 1, it cannot adopt the proposed fees.

In the event that a majority protest does not occur, following the Public Hearing, the Board of Supervisors may vote to adopt the new fee schedule.

Adoption of a new fee schedule may not occur at the August 6, 2019, Public Hearing if time is needed to verify and count letters of protest.

- This Public Notice is not applicable to customers for residential and commercial customers at self-haul to Plumas County Transfer Stations located in Chester, Greenville, La Porte and Quincy. A separate published notification process and public hearing is required for customers that self-haul to Transfer Stations.

If adopted by the Board of Supervisors on August 6, 2019, the effective date of the revised Resolution will be a date to be determined by FRD/Solid Waste Staff but will be no sooner than, August 7, 2019.



Robert A. Perreault, Jr.  
Director of Public Works, and  
Franchise Contract Administrator  
Plumas County

June 18, 2019





**EXHIBIT A - FEATHER RIVER DISPOSAL FEE SCHEDULE FOR COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES**

2017 Cost of Service (COS) Rate Study (8.96% Residential, 1.81% Commercial, 4.87% Transfer Station)

2018 Proposed Refuse Rate Adjustment (2.69%)

2019 Proposed Refuse Rate Adjustment (4.76%)

Description of Service	Current	Adjusted
<b>Residential Base Rate</b>		
One can per week	\$18.07	\$21.18
Two cans per week	\$25.13	\$29.46
Three cans per week	N/A	N/A
64-gallon waste wheeler	\$24.71	\$28.96
100-gallon waste wheeler	\$32.03	\$37.54
<b>Residential Large Items</b>		
Washer, dryer, standard fridge, single mattress	\$17.70	\$20.75
Deep freezer, double mattress	\$35.24	\$41.31
Tire - 16" or less	\$3.90	\$4.57
Tire - 16.1" to 20"	\$7.53	\$8.83
Tire - 20" or more	\$17.70	\$20.75
<b>Residential Account Start-up Fee</b>	\$7.53	\$8.83
<b>Commercial Base Rate</b>		
One cubic yard bin (one per week)	\$75.44	\$82.63
One cubic yard bin (twice per week)	\$150.66	\$165.01
One cubic yard bin (three per week)	\$226.47	\$248.04
One cubic yard bin (four per week)	\$302.01	\$330.78
One cubic yard bin (five per week)	\$377.56	\$413.52
Each additional CY per collection	\$20.28	\$22.21
One can per week	\$23.18	\$25.39
Two cans per week	\$28.50	\$31.21
Three cans per week	\$33.72	\$36.93
Four cans per week	\$39.04	\$42.76
64-gallon waste wheeler	\$28.50	\$31.21
100-gallon waste wheeler	\$39.04	\$42.76
<b>Special Travel Charge (per hour)</b>	\$81.71	\$89.49
<b>Bin delivery charge (per bin)</b>	\$50.31	\$55.10
<b>Transfers Station Unload Fees</b>		
Two cans or standard containers	\$7.53	\$8.50
Three cans or standard containers	\$11.96	\$13.49
Four cans or standard containers	\$15.70	\$17.71
Station Wagon	\$16.28	\$18.37
Compact Truck	\$20.23	\$22.82

*\*Rate adjustment not final until voted on by Plumas County Board of Supervisors*



**EXHIBIT A - FEATHER RIVER DISPOSAL FEE SCHEDULE FOR COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES**

2017 Cost of Service (COS) Rate Study (8.96% Residential, 1.81% Commercial, 4.87% Transfer Station)

2018 Proposed Refuse Rate Adjustment (2.69%)

2019 Proposed Refuse Rate Adjustment (4.76%)

Description of Service	Current	Adjusted
Compact Truck with Side Boards	\$25.87	\$29.19
Standard Size Pickup Truck	\$24.71	\$27.88
Standard Size Pickup Truck with Side Boards	\$30.92	\$34.88
Larger Trucks (per CY)	\$17.44	\$19.68
<b>Transfer Station - Large and Restricted Items</b>		
Washer, dryer, standard fridge, single mattress	\$14.01	\$15.81
Deep freezer, double mattress	\$25.34	\$28.59
Tire - 16" or less	\$3.11	\$3.51
Tire - 16.1" to 20"	\$6.27	\$7.07
Tire - 20" or more	\$13.91	\$15.69
<b>Tree Stumps</b>		
12 inches or less	\$20.23	\$22.82
13 inches to 24 inches	\$40.51	\$45.70
Greater than 24 inches	\$60.74	\$68.53
Cathode Ray Monitor or TV	\$3.32	\$3.75
Compacted Loads (per ton)	\$81.50	\$91.95

*\*Rate adjustment not final until voted on by Plumas County Board of Supervisors*

## **RESOLUTION NO. 19-\_\_\_\_\_**

### **A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 1**

**WHEREAS**, the Plumas County Board of Supervisors, on February 7, 2017, in conjunction with the imminent adoption of replacement solid waste franchise agreements for each of its franchise contractors, did adopt Plumas County Resolution No. 17-8228, thus establishing the fee schedules for collection, transfer and related solid waste services as shown in Section former 6-10.207, subsections (b) through (f), inclusive, of the Plumas County Code of Ordinances, and

**WHEREAS**, the Plumas County Board of Supervisors, on March 21, 2017, did adopt replacement solid waste franchise agreements for each of its franchise contractors, and

**WHEREAS**, USA Waste of California, Inc. doing business as "Feather River Disposal" ("FRD") is the solid waste franchise contractor for Franchise Service Area No. 1, and has requested an increase in the fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste; and

**WHEREAS**, on June 20, 2019, the County of Plumas mailed notices of a public hearing to 2,942 customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments in accordance with Proposition 218; and

**WHEREAS**, on August 6, 2019, a public hearing was held by the Plumas County Board of Supervisors to consider the proposed adjustments to solid waste fees and services; and

**WHEREAS**, \_\_\_\_\_ written protests against the proposed adjustments to solid waste fees and services were received prior to the conclusion of the public hearing; and

**WHEREAS**, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 1 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 17-8228.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 17-8228, for collection, transfer and related solid waste services in Franchise Service Area No. 1, as follows:

- (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 only Franchise Service Area No. 1, 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 \$21.18, two (2) cans per week shall be a monthly fee of \$29.46; three (3) cans per week. The monthly charge for a sixty-four (64) gallon waste-wheeler shall be \$28.96 for one collection per week. A monthly charge for a 100-gallon waste-wheeler is \$37.54 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 \$20.75 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$41.31 each per collection. Each tire shall be charged per collection: \$4.57 [sixteen (16") inches or less]; \$8.83 [more than sixteen (16") inches but less than twenty (20") inches]; \$20.75 [more than twenty (20") inches].

(3) Residential billing. Each new residential collection account shall be charged an \$8.83 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 \$82.63 for one collection per week; a monthly fee of \$165.01 for two (2) collections per week; a monthly fee of \$248.04 for three (3) collections per week; a monthly fee of \$330.78 for four (4) collections per week; and a monthly fee of \$413.52 for five (5) collections per week. Each additional cubic yard per collection shall be charged \$22.21, 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 \$25.39 for one can collected per week; a monthly fee of \$31.21 for two (2) cans collected per week; a monthly fee of \$36.93 for three (3) cans collected per week; and a monthly fee of \$42.76 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 \$31.21. The monthly charge for a one hundred-gallon waste-wheeler is \$42.76.

(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 \$89.49 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 \$55.10 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) Not Used.
- (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 6th day of August, 2019, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSTAIN:** Supervisors:

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

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

7B

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

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268  
Robert A. Perreault, Jr., P.E.                      Director of Public Works

**AGENDA REQUEST**

for the August 6, 2019 Meeting of the Board of Supervisors

July 29, 2019

To:                      Honorable Board of Supervisors

From:                  Robert Perreault, Director of Public Works

Subject:              Consideration of a proposed Rate Increase of 4.24% for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 2), as operated by franchise contractor Intermountain Disposal, Inc.

**PREFACE:**

*The primary purpose of this Agenda Request, in compliance with Proposition 218, is to enable the Board of Supervisors to:*

- 1. Receive a report and recommendations from the Department of Public Works pertaining to a Rate Increase of 4.24% for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 2), as operated by franchise contractor Intermountain Disposal, Inc.*
- 2. Enable commentary by the franchise contractor, Intermountain Disposal, Inc.*
- 3. Open a Public Hearing and enable commentary by the general public and other governmental officials, if any. Receive and tabulate any written protests against the proposed fees by customers. Close Public Hearing.*
- 4. Consider the adoption of the attached, proposed Resolution to Increase Rates by 4.24% for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 2), as operated by franchise contractor Intermountain Disposal, Inc.*

**BACKGROUND:**

**2018:**

On March 15, 2019, IMD did submitted an Audited, Financial Statement for the Period Ending December 31, 2018. Public Works staff reviewed the audited financial statement and subsequently forwarded the documentation to the County's solid waste consultant, the R3 Consulting Group, requesting that R3 apply the Refuse Rate Increase (RRI) procedure, as set forth in the replacement Franchise Agreement that took effect on April 1, 2017. The R3 Consulting Group reviewed the audited financial statement and concluded that IMD was entitled to a solid waste fee increase in the amount of 4.24%.

**PROPOSED RATE INCREASE SUMMARY FOR IMD:**

The cumulative proposed fee increases described above are summarized as follows:

- 4.24% (residential collection) and
  - 4.24% (commercial collection) and
  - 4.24% (residential and commercial customers self-hauling to transfer stations).
- Note: This Agenda Request does not pertain to the transfer stations, as the proposed 4.24% rate increase was considered and approved by the Board of Supervisors on July 2, 2019.*

**CONSIDERATION BY THE SOLID WASTE TASK FORCE**

On June 6, 2019, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider these proposed fee increase matters and develop "advice" for consideration by the Board of Supervisors. On June 6<sup>th</sup>, the Solid Waste Task Force voted to recommend to the Board of Supervisors that, in regard to the Franchise Area No. 2, the Solid Waste Task Force endorses the findings of the R3 Consulting Group.

**PUBLIC NOTICE**

On June 18, 2019 the Board of Supervisors approved the action to proceed with the public notices for a Rate Increase for disposal of solid waste as operated by franchise contractor Intermountain Disposal, Inc. (serving Franchise Area No. 2) for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities, and directed Public Works staff to implement the notification actions associated with Proposition 218. On June 20, 2019, the County of Plumas mailed notices of a public hearing to 1,797 customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments and provided internet links to a listing of pertinent rate increase-related documents.

## **PUBLIC DOCUMENTS**

In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

- 2018 IMD Audited Financial Statements
- 2018 IMD Franchise Agreement Annual Reporting
- 2019 Refuse Rate Index (RRI) Adjustments, dated May 6, 2019
- IMD Proposed 2019 Rate Adjustment Exhibit A
- IMD 2013 Rate Increase, Ordinance 13-1093, dated September 17, 2013

Copies of the above documents are available for public viewing, during normal office hours, at:

- Department of Public Works Headquarters Building  
1834 E Main Street, Quincy, CA 95971,  
between the hours of 8am – 5pm, Monday through Friday, or
- Office of the Clerk of the Board of Supervisors  
520 Main Street, Room # 309, Quincy, CA 95971,  
between the hours of 8am – 5pm, Monday through Friday, or
- May be viewed on the Plumas County website at:  
<https://ca-plumascounty2.civicplus.com/2616/17509/Public-Documents>

## **RESOLUTION OF PROPOSED RATE INCREASE**

For the time period January 1, 2018 through December 31, 2018, Public Works staff, with the assistance of R3 Consulting Group, has calculated a proposed cumulative rate increase of 4.24% for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 2), as operated by franchise contractor Intermountain Disposal.

It is noted that the last rate increase authorized for IMD for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities was approved by the Board of Supervisors on September 17, 2013.

**RECOMMENDATION:**

The Director of Public Works respectfully recommends that, unless it is determined that there are timely written protests by *greater than* fifty percent of current collection route customers, it is respectfully recommended that the Board of Supervisors vote to adopt the attached, proposed Rate Increase Resolution for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 2), as operated by franchise contractor Intermountain Disposal.

**ATTACHMENTS:**

- NOTICE OF PUBLIC HEARING: (1,797 Copies mailed June 20, 2019)
- Proposed Resolution for Collections Rate Increase for Franchise Service Area No. 2





## **DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION**

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

*Robert A. Perreault, Jr., P.E., Director of Public Works*

### **NOTICE OF PUBLIC HEARING**

#### **PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE AS OPERATED BY FRANCHISE CONTRACTOR INTERMOUNTAIN DISPOSAL FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS UNDER CONTRACT, i.e., SUBSCRIPTION, FOR CURBSIDE PICKUP**

A fee increase is being proposed in accordance with Plumas County Code "Sec. 6-10.208 - Fee schedule for collection, transfer, and related services" (i.e., Section 6-10.208 of Article 2 of Chapter 10 of Title 6 of the Plumas County Code) and in accordance with "Article 12.04, Refuse Rate Index – Adjustment to the Rates," as set forth in the Solid Waste Franchise Contract, dated March 31, 2017, between Plumas County and Intermountain Disposal. Said proposed fee increase has been calculated pursuant to the franchise contract's "Refuse Rate Index" ("RRI") formula in the amount of 4.24%. Said proposed fee increase in the amount of 4.24% is proposed by the Plumas County Franchise Contract Administrator (Director of Public Works).

Pursuant to this Notice, the Plumas County Board of Supervisors will conduct a Public Hearing, on a proposed fee increase on August 6, 2019, beginning at 1:00 PM, in the Board of Supervisors Meeting Room, located in the Courthouse (Room 308) at 520 Main Street, Quincy, California.

Following the Public Hearing, the Board of Supervisors will immediately consider a replacement of current Resolution 17-8228 with a proposed revised Resolution to include the proposed fee increase of up to 4.24%.

If adopted by the Board of Supervisors on August 6, 2019, the proposed new rates will become effective on August 7, 2019.

The following additional information is pertinent:

- This Public Notice pertains only to Franchise Service Area 2, as depicted in Attachment B-1 (follow link to view: <https://ca-plumascounty2.civicplus.com/2616/17509/Public-Documents>) to the above mentioned Franchise Contract. The Franchise Contractor for Franchise Service Area 2 is Intermountain Disposal, with headquarters located at 185 N Beckwith St, Portola, CA 96122.
- This proposed fee increase is applicable only to residential and commercial customers under contract, i.e., subscription, for curbside pickup by the Franchise Contractor.
- A copy of the entire proposed revised fee schedule is enclosed.



- The proposed rate change is necessary because the Franchise Agreement provides for an “Operating Ratio” (net operating costs divided by the contractor’s net income should be in a range of 88.00% to 92.00%. However, based on audited financial statements provided by the Franchise Operator, the costs of operation have risen since the rates were last adjusted such that the operating ratio no longer falls within that targeted range.
- The data upon which the proposed rates are based consisting of the audited financial statements referred to above and the calculation of the rate adjustment (the Refuse Rate Index reports) are available for inspection at 1834 E Main Street, Quincy, CA 95971 between the hours of 8am – 5pm, Monday through Friday, or may be viewed on the Plumas County website at: <https://ca-plumascounty2.civicplus.com/2616/17509/Public-Documents>

- **RATE INCREASE PROCEDURE**

The process of raising rates is controlled by the provisions of the California Constitution, Article XIII D, Section 6, Subdivisions (a) and (c), enacted by Proposition 218 in 1996. In summary, the process of raising rates is as follows:

The proposed fee increase has been calculated by 2019 “RRI” (prepared from Calendar Year 2018 Audited Financial Statements) in the amount of 4.24% for residential curbside solid waste pickup and commercial solid waste pickup.

The Board of Supervisors will hold a Public Hearing to receive written protests and consider adopting new fee schedule. This Public Hearing may be held no sooner than 45 days following mailing of this written notice to all curbside subscription customers within Franchise Service Area 2. If a majority protest does not occur, the Board may vote to adopt the new rate schedule at the August 6, 2019, Public Hearing.

- **RATE PROTEST PROCEDURE**

Subscription customers within Franchise Service Area 2 wishing to protest the proposed fee increase must do so in writing. Letters may be mailed to the Plumas County Department of Public Works office at: 1834 East Main Street, Quincy, CA 95971 or written protests may be submitted in person at the August 6, 2019 Public Hearing. All written protests must be received prior to the start of the Public Hearing.

All protests must include the following minimum information:

- The curbside subscription customer’s signature and date;
- The curbside subscription customer’s name printed or typed under the signature;
- The address or assessor parcel number of the property with curbside service;
- A written statement that the author of the protest letter is the subscription customer of the property with curbside service;
- A written statement that the letter constitutes a protest to the proposed fee increase.

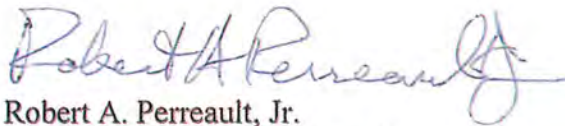
If the County receives written protests from a majority of curbside subscription customers within Service Area 2, it cannot adopt the proposed fees.

In the event that a majority protest does not occur, following the Public Hearing, the Board of Supervisors may vote to adopt the new fee schedule.

Adoption of a new fee schedule may not occur at the August 6, 2019, Public Hearing if time is needed to verify and count letters of protest.

- This Public Notice is not applicable to customers for residential and commercial customers at self-haul to Plumas County Transfer Stations located in Delleker and Graeagle. A separate published notification process and public hearing is required for customers that self-haul to Transfer Stations.

If adopted by the Board of Supervisors on August 6, 2019, the effective date of the revised Resolution will be August 7, 2019.



Robert A. Perreault, Jr.  
Director of Public Works, and  
Franchise Contract Administrator  
Plumas County

June 18, 2019





**EXHIBIT A -INTERMOUNTAIN DISPOSAL FEE SCHEDULE FOR COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES****Comparison of Rates:****(1) Current Rates****(2) R3 Consulting Group Recommended 2019 Refuse Rate Index Adjustment of 4.24%\***

Description of Service	Current Rates	Adjusted Rate
<b>Residential Base Rate</b>		
One can per week	\$20.51	\$21.38
Two cans per week	\$27.15	\$28.30
Three cans per week	\$38.23	\$39.85
64-gallon waste wheeler	\$30.46	\$31.75
100-gallon waste wheeler	\$36.04	\$37.57
<b>Residential Large Items</b>		
Washer, dryer, standard fridge, single mattress	\$19.45	\$20.27
Deep freezer, double mattress	\$38.76	\$40.40
Tire - 16" or less	\$4.03	\$4.20
Tire - 16.1" to 20"	\$8.24	\$8.59
Tire - 20" or more	\$19.45	\$20.27
<b>Residential Account Start-up Fee</b>	\$8.24	\$8.59
<b>Commercial Base Rate</b>		
One cubic yard bin (one per week)	\$86.55	\$90.22
One cubic yard bin (twice per week)	\$162.95	\$169.86
One cubic yard bin (three per week)	\$259.76	\$270.77
One cubic yard bin (four per week)	\$346.24	\$360.92
One cubic yard bin (five per week)	\$432.85	\$451.20
Each additional CY per collection	\$23.24	\$24.23
One can per week	\$26.74	\$27.87
Two cans per week	\$32.71	\$34.10
Three cans per week	\$38.76	\$40.40
Four cans per week	\$44.47	\$46.36
64-gallon waste wheeler	\$34.33	\$35.79
100-gallon waste wheeler	\$40.36	\$42.07
<b>Special Travel Charge (per hour)</b>	\$90.28	\$94.11
<b>Bin delivery charge (per bin)</b>	\$55.55	\$57.91
<b>Transfers Station Unload Fees</b>		
Two cans or standard containers	\$9.07	\$9.45
Three cans or standard containers	\$13.82	\$14.41
Four cans or standard containers	\$17.95	\$18.71
Station Wagon	\$18.44	\$19.22
Compact Truck	\$22.94	\$23.91
Compact Truck with Side Boards	\$28.99	\$30.22
Standard Size Pickup Truck	\$27.98	\$29.17
Standard Size Pickup Truck with Side Boards	\$34.62	\$36.09
Larger Trucks (per CY)	\$20.15	\$21.00



**EXHIBIT A -INTERMOUNTAIN DISPOSAL FEE SCHEDULE FOR COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES****Comparison of Rates:****(1) Current Rates****(2) R3 Consulting Group Recommended 2019 Refuse Rate Index Adjustment of 4.24%\***

Description of Service	Current Rates	Adjusted Rate
<b>Transfer Station - Large and Restricted Items</b>		
Washer, dryer, standard fridge, single mattress	\$15.65	\$16.31
Deep freezer, double mattress	\$28.99	\$30.22
Tire - 16" or less	\$3.44	\$3.59
Tire - 16.1" to 20"	\$6.88	\$7.17
Tire - 20" or more	\$15.17	\$15.81
<b>Tree Stumps</b>		
12 inches or less	\$22.28	\$23.22
13 inches to 24 inches	\$44.81	\$46.71
Greater than 24 inches	\$67.22	\$70.07
<b>Cathode Ray Monitor or TV</b>	\$3.73	\$3.89
<b>Compacted Loads (per ton)</b>	\$83.35	\$86.88



## **RESOLUTION NO. 19-\_\_\_\_\_**

### **A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 2**

**WHEREAS**, the Plumas County Board of Supervisors, on February 7, 2017, in conjunction with the imminent adoption of replacement solid waste franchise agreements for each of its franchise contractors, did adopt Plumas County Resolution No. 17-8228, thus establishing the fee schedules for collection, transfer and related solid waste services as shown in Section former 6-10.207, subsections (b) through (f), inclusive, of the Plumas County Code of Ordinances, and

**WHEREAS**, the Plumas County Board of Supervisors, on March 21, 2017, did adopt replacement solid waste franchise agreements for each of its franchise contractors, and

**WHEREAS**, Intermountain Disposal, Inc. ("IMD") is the solid waste franchise contractor for Franchise Service Area No. 2, and has requested an increase in the fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste; and

**WHEREAS**, on June 20, 2019, the County of Plumas mailed notices of a public hearing to 1,797 customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments in accordance with Proposition 218; and

**WHEREAS**, on August 6, 2019, a public hearing was held by the Plumas County Board of Supervisors to consider the proposed adjustments to solid waste fees and services; and

**WHEREAS**, \_\_\_\_\_ written protests against the proposed adjustments to solid waste fees and services were received prior to the conclusion of the public hearing; and

**WHEREAS**, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 2 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 17-8228.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 17-8228, for collection, transfer and related solid waste services Franchise Service Area No. 2, as follows:

- (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 only Franchise Service Area No. 2, 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.

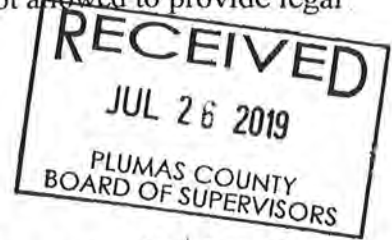
- (1) Residential base rate. The charge for one can per week shall be a monthly fee of \$20.51, two (2) cans per week shall be a monthly fee of \$27.15; three (3) cans per week (\$38.23). The monthly charge for a sixty-four (64) gallon waste-wheeler shall be \$30.46 for one collection per week. A monthly charge for a 100-gallon waste-wheeler is \$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 \$19.45 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$38.76 each per collection. Each tire shall be charged per collection: \$4.03 [sixteen (16") inches or less]; \$8.24 [more than sixteen (16") inches but less than twenty (20") inches]; \$19.45 [more than twenty (20") inches].
  - (3) Residential billing. Each new residential collection account shall be charged an \$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 \$86.55 for one collection per week; a monthly fee of \$162.95 for two (2) collections per week; a monthly fee of \$259.76 for three (3) collections per week; a monthly fee of \$346.24 for four (4) collections per week; and a monthly fee of \$432.85 for five (5) collections per week. Each additional cubic yard per collection shall be charged \$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 \$26.74 for one can collected per week; a monthly fee of \$32.71 for two (2) cans collected per week; a monthly fee of \$38.76 for three (3) cans collected per week; and a monthly fee of \$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 \$34.33. The monthly charge for a one hundred-gallon waste-wheeler is \$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 \$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.

# CLAIM AGAINST THE COUNTY OF PLUMAS

(Pursuant to Government Code §910.4)

8A

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. If you need assistance in completing this form, contact legal counsel. Plumas County employees are not allowed to provide legal advice. Attach additional pages as needed.



## CLAIMANT INFORMATION

1. Name of Claimant: Georgia Miles
2. Mailing Address of Claimant  
2685 Main St Susanville CA 96130  
Address City State Zip
3. Mailing Address where notices are to be sent (if different than mailing address of claimant):

Address City State Zip

4. Telephone Number of Claimant: ( 530 ) 290-1614

## REPRESENTATIVE INFORMATION

5. Name of Attorney (if any): \_\_\_\_\_
6. Mailing Address of Attorney:

Address City State Zip

7. Telephone Number of Attorney: ( ) \_\_\_\_\_

## INFORMATION ABOUT CLAIM

8. Incident Date: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_
9. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel)

520 Main St Susanville CA  
96130

10. Explain the circumstances that led to the alleged damage or injury: (State all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on separate page.)

I POSTPONED COURT & ASKED FOR CONTINUANCE  
my lawyer phoned the judge  
knowing my family & I ARE THE  
VICTIM AND SHOWN HAVE A SAFE SALT  
A DV (CASE) KNOWING WE ARE THE  
VICTIM & COURT WITH POSTPONED &  
HOLD WANT SEE THE JUDGE (see reverse)

11. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim.

BECAUSE SHE IS MY ADOPTED  
PARENTS LAWYER ITS A CONFLICT OF  
INTEREST IT NEEDS TO BE RESET  
AT A COURT DATE THE ON DRS WERE  
GRANTED BUT THERE WERE TESTIMONIES  
MADE THAT ARENT VALID OR LEGAL

12. Dollar Amount of Claim: (if less than \$10,000) as of the date of presenting the claim. (Include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented.) \$ 500,000 dollars

13. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be a limited civil case. ☐ Yes ☒ No

14. Name of names of public employee(s) causing the injury, damage or loss, if known

Name of names of public employee(s) causing the injury, damage or loss, if any: ANDER H. LEE & JUDITH ORINBY (ORLY VICTIM)  
WIMBIS

## CLAIMS INVOLVING MOTOR VEHICLES

15. Insurance Information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ Yes ☐ No

16. Name of Insurance Carrier and Telephone Number (including area code)

SAFE START TRAIN DV ( ) -  
Name Telephone Number  
MEXICO BLUE CROSS  
Address City State

17. Policy Number: Not Sure

18. Are you the registered owner? ☐ Yes ☐ No

19. Amount of deductible: \$

20. Make:                      Model:                      Year:

**Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to \$10,000.00.**

**Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.**

Signature \_\_\_\_\_

Printed Name of Person Completing Claim

Attachment  
BACK SIDE

IT NEEDS TO BE RESET FOR  
COURT & RESUME & VICTIM  
WITNESS I ALSO NEED TO  
COMPLAIN ABOUT THE DOMINIC  
POTTS SITUATION IT IS A LIE  
AND A SCAM AND ILLEGAL  
HE IS A STALKER AND MENTAL  
ILL DRUG ADDICT, HIS MOTHER  
& FAMILY KILLED A FAMILY  
MEMBER DOMINIC POTTS WAS A  
LIE HE WAS STALKING MY SIL  
STEELIS FROM ME HE IS WORKING  
AT MCM CONSTRUCTION IN ROSEVILLE  
DOMINIC SETHA PAUL & DAKOTA  
AND ALL KILLERS & EMBEZZLERS  
SHUT UP THEN WERE INVOLVED  
WITH BAILEY WAPLANK AS WELL

GENGIA MILES