



## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF JANUARY 14, 2020 TO BE HELD AT 11:00 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**

11:00 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. 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) PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Chair to sign amendment to agreement, not to exceed \$68,650, between County of Plumas and Mark Satterfield, M.D., County Health Officer/Medical Director for FY 2019-2020; approved as to form by County Counsel [View Item](#)
- 2) Authorize payment of Invoice #1755-8009 to Plumas Rural Services of \$1,675 for an employee's driver training course for a commercial license, without a contract [View Item](#)

#### **B) FACILITY SERVICES**

- 1) Authorize Facility Services to waive fees for use of the County Courthouse by the Quincy Chamber of Commerce on February 1, 2020 – Groundhog Fever Festival; October 30, 2020 – Safe Trick or Treat; and December 4, 2020 – Annual Sparkle [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$47,585, between County of Plumas and Jason Blust dba Heat Transfer, to install new energy efficient heater units at the Quincy Library; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign agreement, not to exceed \$10,000, between County of Plumas and Skyline Home Improvement, for emergency roof repairs, roof inspections, and regular repair and maintenance, effective December 1, 2019; approved as to form by County Counsel [View Item](#)

**C) SHERIFF**

- 1) Approve and authorize the Chair to sign contract, not to exceed \$9,999, effective September 1, 2019, between County of Plumas and William Spralding dba Eastside Quincy Barber Co. for services to inmates at the Plumas County Correctional Facility; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign contract, not to exceed \$25,000, between County of Plumas and Mark E. Bennett dba Bennett Enterprises, for vehicle repairs; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign Memorandum of Understanding between the County of Plumas and Sutter County for independent investigative and related legal services regarding personnel matters; approved as to form by County Counsel [View Item](#)

**D) HUMAN RESOURCES**

Authorize Human Resources to recruit and fill funded and allocated 1.0 FTE Human Resources Technician I/II/III position, created by resignation effective January 17, 2020 [View Item](#)

**E) INFORMATION TECHNOLOGY**

Authorize payment of \$25,000, without a contract, to Megabyte Systems for TOT Tax System Software; included in the FY 2019-2020 budget [View Item](#)

**F) PUBLIC WORKS**

- 1) Authorize the purchase of forty (40) Caltrans Rail Type-K from Dan Palmer Trucking, Inc., not to exceed \$44,465; funding included in the FY 2019-2020 budget [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, no to exceed \$50,000, between County of Plumas and North State Truck Equipment dba Diesel Emissions Service (lowest bidder), for two diesel exhaust retrofits for two 10-wheeler trucks; funding included in the FY 2019-2020 budget; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign agreement, no to exceed \$81,413, between County of Plumas and Quality Chain Corp. (lowest bidder), for purchase of tire chains; funding included in the FY 2019-2020 budget; approved as to form by County Counsel [View Item](#)

**2. DEPARTMENTAL MATTERS**

**A) BEHAVIORAL HEALTH** – Tony Hobson

Adopt **RESOLUTION** authorizing the County of Plumas to Participate in the One-Time Whole Person Care Pilot Program, available to Counties that are Currently not Participating in the Whole Person Care Program; Fiscal Impact: Allocation of funding totaling \$408,491.08. **Roll call vote** [View Item](#)

**B) PROBATION** – Erin Metcalf

Approve and authorize the Chair to sign agreement, no to exceed \$70,000, between County of Plumas and Redwood Toxicology, to provide laboratory drug testing services; not approved as to form by County Counsel [View Item](#)

**C) HUMAN RESOURCES** – Nancy Selvage

- 1) Adopt **RESOLUTION** to approve Employee Background Investigation Policy per Internal Revenue Services (IRS) Publication 1075. **Roll call vote** [View Item](#)
- 2) Appoint the County Administrator as signatory to sign e-verify Memorandum of Understanding between County of Plumas and Division of U.S. Department of Homeland Security; discussion and possible action [View Item](#)
- 3) Approve dispensing of Penny Grid as Plumas County's pay schedule, effective January 1, 2020; discussion and possible action [View Item](#)

D) **PLANNING** - Tracey Ferguson

Adopt **RESOLUTION** of Intention to Review and Consider Amendments to the Plumas County Code for the Purpose of Establishing Commercial Wedding Venues as an Allowed Use and to Review and Consider Amendments to Resolutions that Established the Uniform Rules Governing Agricultural Preserves, Including Compatible Uses. **Roll call vote** [View Item](#)

E) **AUDITOR/CONTROLLER** – Roberta Allen

Approve and authorize the Chair to sign Amendment No. 1, not to exceed \$35,000, between County of Plumas and Tyler Technology/Munis, subject to approval by County Counsel

**3. BOARD OF SUPERVISORS**

- A. Correspondence
- B. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- C. Appointments

**COMMUNITY CORRECTIONS PARTNERSHIP EXECUTIVE COMMITTEE (CCP)**

Appoint Sheriff Todd Johns to the CCP Executive Committee to replace retired Sheriff Greg Hagwood  
[View Item](#)

**4. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Claim Against the County filed by Esther Prince on November 5, 2019  
[View Item](#)
- B. Conference with Legal Counsel: Claim Against the County filed by Lewis Carl Prince on November 5, 2019 [View Item](#)
- C. Personnel: Public employee performance evaluation – Director of Facility Services/Airports
- D. Personnel: Public employee performance evaluation – Director of Information Technology
- E. Personnel: Public employee performance evaluation – County Counsel
- F. Personnel: Public employee discipline/dismissal/separation
- G. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000
- H. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (2) of Government Code §54956.9 Harry Rogers v. County of Plumas, Plumas Superior Court, Case No. CV19-00187; County of Plumas v. Harry Rogers, Third District Court of Appeals, Case No. C090668
- I. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- J. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, January 21, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** December 20, 2019

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for January 7, 2020

**Recommendation:** Approve and direct the Chair to sign Agreement Amendment Number PCPHA1920MS-A1 with Mark Satterfield, M.D., County Health Officer/Medical Director for FY 2019-2020 in the amount of \$68,650.00.

**Background:** As the Board are aware, State Health and Welfare Code mandates that each county provides the services of a County Health Officer/Medical Director. The County Health Officer is required to act as Medical Director for supervision of mid-level providers, oversee all clinical procedures, public health nursing protocols, trainings with clinical staff and Public Health Emergency Preparedness. The Plumas County Health Officer has traditionally demonstrated leadership during disasters and is responsible for medical oversight of the County Emergency Medical System. The Plumas County Health Officer also serves as Medical Director for the Mountain County HIV Care and Treatment Program.

This Agreement Amendment will remove Exhibit A-Scope of Work-Part 4 "Provide technical assistance to clinic staff and Medication Assisted Treatment to patients where needed. Consult on development of clinical forms, policies and procedures. Conduct trainings on clinical staff on the use of buprenorphine for addiction treatment", effective November 30, 2019.

The removal of these medication assisted treatment tasks is a direct result of Plumas County's success in building capacity for Opioid Use disorder Treatment. The board may recall that Public Health piloted a small medication assisted treatment clinic starting in 2016. At that time, Dr. Mark Satterfield was the sole physician in the county with the x-waiver required to treat opioid use disorder with buprenorphine. Plumas County now has over 5 physicians with this training and waiver. For this reason, patients are now treated in Behavioral Health or at one of the three hospitals in Plumas County. Public Health developed the pilot because the service was critically needed, but unavailable. Public Health is proud that our pilot program helped pave the way for increased treatment capacity in Plumas County.

This Agreement Amendment was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

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

C:\Users\rosieolney\Documents\BOS\Health Officer-Satterfield FY 1920-Amendment 1.doc

530-283-6337 OFFICE  
530-283-6425 FAX



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



1A2

*Growing Healthy Communities*

**Date:** December 30, 2019

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Item for January 14, 2020

**Item Description/Recommendation:** Approve and direct the Auditor to pay Invoice #1755-8009 to Plumas Rural Services in the amount of \$1,675.00 for an employee's driver training costs to obtain a commercial license, without the submission of a service agreement.

**Background Information:** As the Board may know, as per the job description, in order to be hired as a Senior Transportation driver, the individual must have taken and passed the DMV Commercial license exam. The individual will then participate in the driver's training course through Plumas Rural Services Transit to obtain their Commercial License. This one-time expenditure will be paid out of the approved FY 19-20 Senior Transportation Budget.

At this time we request the Board to approve payment to Plumas Rural Services in the total amount of \$1,675.00 for Invoice Number 1755-8009 without a service agreement. A Copy of the invoice is attached for your review.

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



530-283-6337 OFFICE  
530-283-6425 FAX



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>

## Invoice

Invoice # 1755-8009  
Date: Dec 4, 2019

**Bill To:**

Plumas County Public Health  
270 Hospital Rd. Suite #206  
Quincy CA. 95971

**REMIT PAYMENT TO:**

Plumas Rural Services  
Plumas Transit Systems  
711 E. Main St.  
Quincy, CA 95971



IBI

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

Kevin Correira  
Director

Board Date: January 14, 2020

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

**Subject:** Authorize the Department of Facility Services to waive the rental fee of the Courthouse for Cheryl Kolb/Quincy Chamber of Commerce on February 1, 2020 for Groundhog Fever Festival, October 30, 2020 for Safe Trick or Treat, and on December 4, 2020 for Sparkle.

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### Background

Cheryl Kolb/Quincy Chamber of Commerce has requested to waive the rental fee on 3 separate dates at the County Courthouse. After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

### Recommendation

Authorize the Department of Facility Services to waive the rental fee for Cheryl Kolb/Quincy Chamber of Commerce on Feb 1, Oct 30, and Dec 4, 2020 at the County Courthouse.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

1B2

Kevin Correira  
Director

Board Meeting: January 14, 2020

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize board chair to sign Construction Agreement between the county and Jason Blust dba Heat Transfer for installation of five new heater units in the Quincy Library not to exceed \$47,585.00

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### Background

The original heater units in this building are very old and almost impossible to get replacement parts for, they are also very energy inefficient and the bottoms of the heaters are completely rusted out. The installation of new heaters will actually save the county money due to recent technology and energy efficiency.

### Recommendation

Approve and Authorize Board Chairman to sign Construction agreement between the County And Jason Blust dba Heat Transfer Systems to install new heater units in the Quincy Library not to exceed \$47,585.00



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



1B3

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

DATE: January 14, 2020

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Goss to sign ratified contract  
between Facility Services and Skyline Home Improvement.

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### **Recommendation**

Approve and authorize Chair Goss to sign ratified contract between Facility Services and Skyline Home Improvement.

### **Background and Discussion**

Skyline Home Improvement provides emergency roof repairs for County facilities as well as roof inspections, regular repair and maintenance.

Contract not to exceed \$10,000.

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



# Office of the Sheriff

## Office of Emergency Services

101

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

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** January 2, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns

**RE:** Agenda Item for the meeting of January 14<sup>th</sup>, 2020

### **RECOMMENDATION:**

Sign and Authorize the Sheriff to sign contract and allow back payment from October 2019 forward to William Spralding DBA Eastside Quincy Barber Co. for hair cut services provided prior to contract being implemented.

### **BACKGROUND & DISCUSSION:**

The Plumas County Correctional Facility is required to provide haircut services to inmates housed in the Plumas County Correctional Facility on a monthly basis. This is a Title 15 requirement and necessary to address basic hygiene needs

## 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 **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and William Spralding, a sole Proprietor DBA East Quincy Barber Co., an individual (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 Nine Thousand, Nine Hundred and 99/100 Dollars (\$9,999.99).
3. Term. The term of this agreement shall be from September 1, 2019 through August 31, 2020, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by William Spralding from September 1, 2019 to date of approval of this agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

COUNTY INITIALS

CONTRACTOR INITIALS

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:

Todd Johns  
County of Plumas  
1400 East Main Street  
Quincy, CA. 95971  
Attention: Chad Hermann

Contractor:

William Spralding  
2011 East Main Street  
Quincy, CA. 95971  
Attention: William Spralding

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

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

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

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

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

COUNTY INITIALS

CONTRACTOR INITIALS

**CONTRACTOR:**

William Spralding, a sole proprietor

By: \_\_\_\_\_  
Name: William Spralding  
Title: Owner  
Date signed: \_\_\_\_\_

**COUNTY:**

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

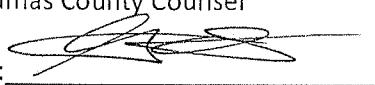
By: \_\_\_\_\_  
Kevin Goss, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

Plumas County Counsel

By:  12/31/19  
Gretchen Stuhr  
Deputy County Counsel

**EXHIBIT A**

## Scope of Work

**Contractor will provide haircuts to both male and female inmates, and trim beards of inmates housed in the Plumas County Correctional Facility on a monthly basis.**

Services will be provided during the first week of each month unless mutually agreed upon date is selected due to unforeseen circumstance, (i.e., weather, illness, physically unavailable).

**EXHIBIT B**

**Fee Schedule**

See attachment marked B-1

\_\_\_\_\_ COUNTY INITIALS

B-1

*Proposal*

# EAST QUINCY BARBER CO.

Address:  
2011 E. Main St.  
Quincy, CA 95971

Phone: (530) 283-2789  
Mobile: (530) 394-4747  
Email: steve@eastquincybarberco.com

PROPOSAL SUBMITTED TO Plumas County Jail - Chad Hermann	PHONE (530) 283-6361	DATE 7/31/19
STREET 50 Abernathy Ln.	JOB NAME Barber	
CITY, STATE AND ZIP CODE Quincy, CA 95971	JOB LOCATION Plumas County Jail - 50 Abernathy Ln., Quincy, CA 95971	

We hereby submit specifications and estimates for:

Haircut - \$18.00  
Beard Trim - \$10.00  
Haircut & Beard Trim - \$25.00

We *Propose* hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

The day the services are provided.

Payment to be made as follows:

dollars (\$ TBD ),

*Acceptance of Contract* - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_

Authorized  
Signature

Signature

Signature



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/17/2018

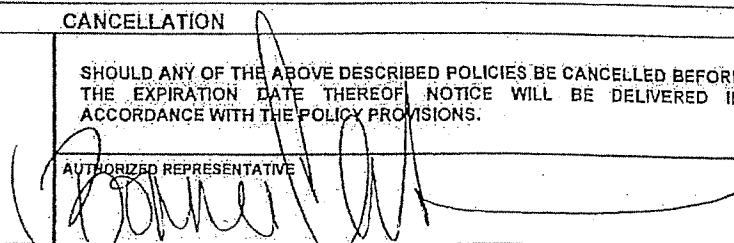
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN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

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

PRODUCER <b>State Farm</b>  RICHARD STOCKTON CLU ChFC STATE FARM INSURANCE 70 E MAIN ST, PO BOX 259 QUINCY, CA 95971	CONTACT NAME: Bonnie Clark	
	PHONE (A/C No. Ext.): 530-283-0565	FAX (A/C No.): 530-283-5143
	E-MAIL ADDRESS: bonnie.clark.f0ma@statefarm.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm General Insurance Company	NAIC # 25151
INSURED Steven Betts & William Sp DBA East Quincy Barber Co. 2011 East Main St Quincy, CA 95971	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INS'D WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>  <b>GENL AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PROJCT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	920-CX-Q568-0	03/25/2019	03/25/2020	EACH OCCURRENCE	\$ 1,000,000	
				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
				MED EXP (Any one person)	\$ 5,000	
				PERSONAL & ADV INJURY	\$	
				GENERAL AGGREGATE	\$ 2,000,000	
				PRODUCTS - COMP/OP/AGG	\$ 2,000,000	
					\$	
				COMBINED SINGLE LIMIT (Ea accident)	\$	
				BODILY INJURY (Per person)	\$	
				BODILY INJURY (Per accident)	\$	
PROPERTY DAMAGE (Per accident)	\$					
	\$					
UMBRELLA LIAB	OCCUR			EACH OCCURRENCE	\$	
EXCESS LIAB	CLAIMS-MADE			AGGREGATE	\$	
DED	RETENTION S				\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A		PER STATUTE	OTHER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>			E.L. EACH ACCIDENT	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA EMPLOYEE	\$	
				E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
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CERTIFICATE HOLDER	CANCELLATION
<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 	



# Office of the Sheriff

## Office of Emergency Services

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

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

162

## Memorandum

**DATE:** January 2, 2019  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns   
**RE:** Agenda Items for the meeting of January 14, 2019

**It is recommended that the Board:**

Approve and sign contract #PCSO00113 between the Plumas County Sheriff's Office (PCSO) and Mark E. Bennett, dba Bennett Enterprises in the amount of \$25,000.

**Background and Discussion:**

The term of this contract is 03/01/2020-02/28/2021. This purpose of this agreement is for Sheriff vehicle repairs.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made this 1st day of March 2020, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and Mark E. Bennett, an individual, doing business as Bennett Enterprises, (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 Twenty-Five Thousand Dollars and No/100 (\$25,000.00).
3. Term. The term of this agreement shall be from March 1, 2020 through February 28, 2021, 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 otherwise 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.
7. 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.

8. 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.
9. 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.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
  - 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.

11. 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.

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

County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

Bennett Enterprises  
43B Alta Avenue  
Quincy, CA 95971  
Attention: Mark Bennett

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. 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.
26. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Performance by Employees. All work performed under this Agreement shall be performed by employees or subcontractors of Contractor. Mark Bennett shall not

personally perform any work under this Agreement. Violation of this Section 27 shall be grounds for immediate termination of this Agreement for cause by the County.

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

CONTRACTOR:

Mark Bennett, an individual, doing business as  
Bennett Enterprises

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

COUNTY:

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

By: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff  
Date: \_\_\_\_\_

Board of Supervisors:

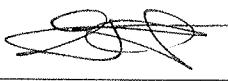
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair  
Date: \_\_\_\_\_

Attest:

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

Approved as to form:

Plumas County Counsel

By:  12/31/19  
Deputy County Counsel

## **EXHIBIT A**

### **Scope of Work**

1. Provide the following automotive body repair services on an as-needed basis upon request of the County:
  - a. Body repair and refinishing of automobiles and light trucks.
  - b. Frame repairs of automobiles and light trucks.
  - c. Mechanical work as needed in conducting body repairs.
2. 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 the following per hour rates:

Body repair work                    \$72.00

Painting                                \$72.00

Frame repair work                    \$85.00

Mechanical repair work            \$85.00

2. Parts shall be charged at the following rates: paint at a flat rate of \$39.00 per painting hour; body parts and supplies at Contractor's cost plus 25%.
3. 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.
4. 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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## OFFICE OF THE SHERIFF

1400 E Main St. Quincy, California – (530) 283-6375 – Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER

**DATE:** January 6, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Todd Johns, Sheriff *TJ*

**RE:** BOS Agenda Item for the meeting of January 14, 2020

### **Recommended Action:**

Approve MOU for reciprocal administrative investigation services to be provided between Plumas County Sheriff's office and Sutter County Sheriff's Office.

### **Background and Discussion:**

Plumas and Sutter Counties are Trindel Insurance Fund members. Both counties may require independent investigative and related legal services regarding personnel matters. These proposed services were initiated at the recommendation of Trindel. Sutter County Counsel has requested Plumas County Sheriff's Office to provide such services.

#### **KEY TERMS OF MOU:**

- 1) All payroll (fully loaded) and related costs (mileage, lodging, etc.) are fully reimbursable
- 2) Investigator has independent investigative authority
- 3) Investigator can provide services during regular work hours, as available, or on the investigator's personal time (also compensable per Term #1)

This agreement has been reviewed by County Counsel.

### **Anticipated Future Related Services:**

Trindel is currently developing a proposal with Plumas County to engage the Plumas County Sheriff's Office to provide law enforcement training services (Legal Update, Use of Force, and other POST mandated training) to Trindel law enforcement agency members. Services would also include policy development, related consultation, and administrative investigations.

**Memorandum of Understanding**  
**by and between**  
**Sutter and Plumas Counties**  
**Regarding Investigative Services**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made by and between the COUNTY OF SUTTER, a political subdivision of the State of California (“SUTTER”), and the COUNTY OF PLUMAS, a political subdivision of the State of California (“PLUMAS”), who are collectively referred to as “the Parties” or “the Counties.”

This MOU is made with reference to the following facts and circumstances:

- A. The sheriff’s offices of the respective Counties have a duty and responsibility to investigate incidents relating citizen complaints and/or violations of personnel policies or the sheriff’s office’s orders and directives. Such investigations are commonly referred to as “internal affairs investigations” or “IA investigations.”
- B. Each of the Counties has personnel who have the necessary expertise to conduct IA investigations.
- C. Each of the Counties has a desire to utilize the services and expertise of personnel of the other county to conduct an internal affairs investigation where the factual circumstances may give rise to a conflict of interest or the appearance of a conflict of interest or bias if the investigation was conducted by the staff of the office where the factual circumstances occurred.
- D. SUTTER and PLUMAS desire to set forth their agreement by which personnel of one county will provide IA investigation services to the other county and the manner in which county providing the investigative services will be reimbursed by the county receiving the investigative services

The Parties agree as follows:

1. **Services Provided.** Each County may provide internal affairs investigative services to the other County upon request, on an as-needed basis as follow:
  - a. **Request:** The County desiring IA investigative services (the “Requesting County”) shall make a written request to the other county (the “Investigating County”), providing a general description of the facts and circumstances to be investigated without disclosing confidential or privileged information. The Investigating County shall promptly determine whether or not the Investigating County is available to do the investigation as the agent of the Requesting County, and shall communicate its acceptance or declination, as the case may be, to Requesting County.

- b. **Conduct of the Investigation:** The Investigating County shall perform the investigation for the Requesting County applying best practices and applicable legal standards as though it were conducting its own internal affairs investigation. The Requesting County shall fully cooperate in the investigation by all reasonable means possible and shall provide promptly provide all documents and records upon request and shall make Requesting County personnel available for interview and consultation as may be necessary and convenient for the investigation. The Requesting County's county counsel office shall be available for legal consultation and advice by the Investigating County's personnel who are assigned to conduct the IA investigation.
- c. **Report:** A written report shall be prepared detailing the investigation, the findings as a result of the investigation, and (if requested) a proposed notice of intended action. The original report and all materials and evidence gathered in the course of the IA investigation shall be provided to the Sheriff of the Requesting County. Copies of the report shall be simultaneously provided to the Requesting County's county counsel and human resources director.
- d. **Post-Investigation Availability:** The Investigating County's personnel who conducted the IA investigation will be available in the event of any resulting administrative or legal proceedings relating to the investigation or the subject matter of the investigation.
- e. **Limitation on Attorney-Client Confidentiality:** In the event a person assigned to conduct the IA investigation is both a licensed attorney at law and a sworn peace officer employed by the Investigating County, it is understood and agreed by the Parties that any information of which the attorney becomes aware during the course of the investigation may be further disclosed, notwithstanding the attorney-client privilege, as the attorney deems necessary to comply with his or her duties and responsibilities as a sworn peace officer.

2. **Compensation.** The Requesting County shall fully reimburse the Investigating County for time incurred by the Investigating County's personnel relating to the investigative services together with any related costs. "Time" includes the salary (including overtime rate, if incurred), benefits, payroll taxes, and other charges for the Investigating County's personnel so as to represent the "fully-loaded rate" of such personnel to the Investigating County. "Costs" include, but are not limited to, per diem for travel, meals and lodging, vehicle mileage at the current IRS standard mileage rate, any other out-of-pocket expenses reasonably necessary to the investigation or subsequent proceedings, together with "overhead" as determined by the county's cost plan. The Investigating County shall submit a monthly invoice to the Requesting County itemizing the time expended by for all employees involved in the investigation together with copies or receipts or other records evidencing the costs incurred. The Requesting County shall pay each invoice within twenty (20) days of presentation.

3. **Term.** The term of this MOU shall be from December 1, 2019, through December 1, 2020, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this MOU 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 MOU, insufficient funds are appropriated to make the payments called for by this MOU, this MOU shall be of no further force or effect. In this event, the Requesting County shall have no liability to pay any further funds whatsoever to the Investigating County or furnish any other consideration under this MOU and Investigating County shall not be obligated to perform any further services under this MOU. If funding for any fiscal year is reduced or deleted for the purposes of this program, either Party shall have the option to either cancel this MOU with no further liability incurring, or offer an amendment 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. Each party acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Amendment.** This MOU 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 MOU shall be valid or binding upon either party unless made in writing and duly executed by both Parties.
7. **Licenses and Permits.** Each party represents and warrants to the other party that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for it to perform its duties and obligations under this MOU. Each party represents and warrants to the other party that it shall, at its sole cost and expense, keep in effect at all times during the term of this MOU any licenses, permits, and approvals that are legally required for it or its principals to perform its duties and obligations under this MOU.
8. **Assignment.** Neither party may not assign, subcontract, sublet, or transfer its interest in this MOU without the prior written consent of other party.
9. **Non-discrimination.** Each party agrees not to discriminate in the provision of service under this MOU on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
10. **Choice of Law.** The laws of the State of California shall govern this MOU.
11. **Integration.** This MOU 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.
12. **Severability.** The invalidity of any provision of this MOU, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

13. **Headings.** The headings and captions contained in this MOU are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this MOU.

14. **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.

15. **Notice Addresses.** All notices under this MOU 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.

SUTTER COUNTY	PLUMAS COUNTY
Brandon Barnes, Sutter County Sheriff 1077 Civic Center Blvd. Yuba City, CA 95993	Todd Johns, Plumas County Sheriff 1400 E. Main Street Quincy, CA 95971
With a copy to:	With a copy to:  Plumas County Counsel 520 Main Street, Room 301 Quincy, CA 95971

16. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this MOU 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 MOU.

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

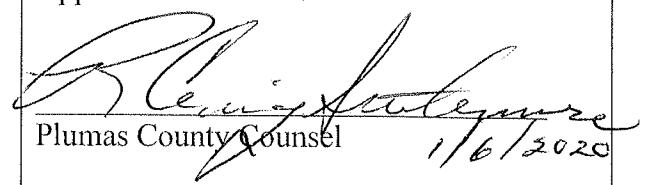
COUNTY OF SUTTER, a political subdivision of the State of California	COUNTY OF PLUMAS, a political subdivision of the State of California
By _____ Brandon Barnes, Sheriff	By _____ Todd Johns, Sheriff
By _____ Ron Sullenger, Chair Board of Supervisors	By _____ Kevin Goss, Chair Board of Supervisors

Approved as to form:

Sutter County Counsel

Approved as to form:

Plumas County Counsel



1/6/2020

[S:\Contracts\County MOUs -- Interdepartmental\MOU Plumas-Sutter County IA Investigations 20200114.doc]

SUTTER INITIALS

- 5 -

PLUMAS INITIALS

# **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971  
(530) 283-6444 FAX (530) 283-6160  
Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



**DATE:** January 3, 2020

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JANUARY 14, 2020.  
RE: AUTHORIZE THE HUMAN RESOURCES DIRECTOR TO RECRUIT AND FILL 1.0 FTE FUNDED AND ALLOCATED HUMAN RESOURCES TECHNICIAN I, II OR III POSITION.

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### **IT IS RECOMMENDED THAT THE BOARD:**

Authorize the Human Resources Director to fill the 1.0 FTE allocated and funded Human Resources Technician I, II or III.

### **BACKGROUND AND DISCUSSIONS**

Due to the resignation of our current Human Resources Technician, I am requesting approval to recruit and fill this position.

Our Human Resources Technician I/II/III is a 1.0 FTE funded and allocated position. The Human Resources Technician I/II/III position is a critical position for our department. For example, this position is our front line staff person, who is responsible for greeting our customers, answering the phone, and coordinating recruitment for our various departments. We are in the process of building a new payroll system and need to be fully staffed in order to operate our department effectively.

I have attached the Critical Staffing Questionnaire for your consideration along with our current organization chart and job descriptions for Human Resources Technician I/II/III. At this time, I am requesting that the Board authorize Human Resources to recruit and fill the vacant 1.0 FTE allocated and funded Human Resources Technician I, II or III position.

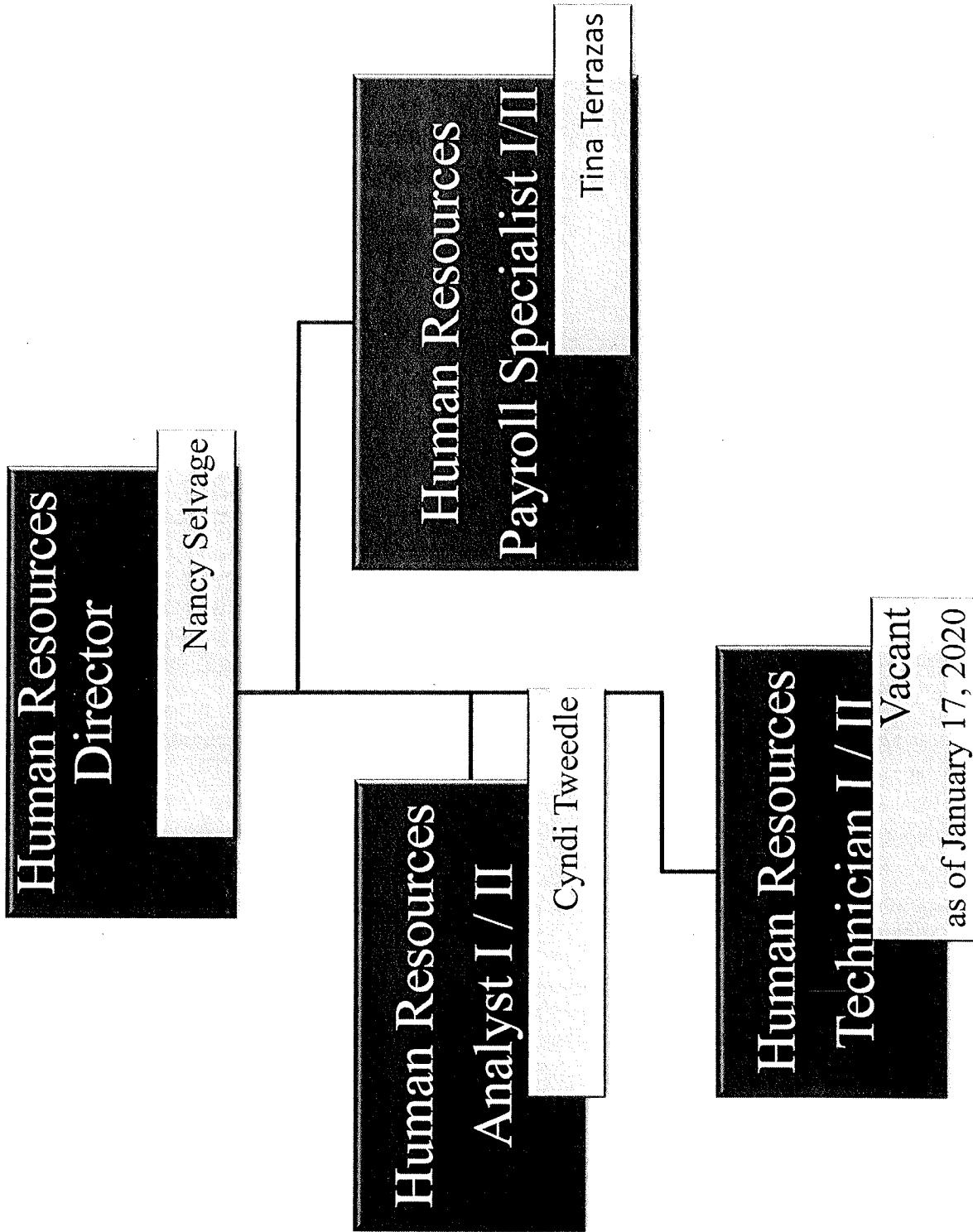
Thank you for your consideration.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH  
ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? *Yes, the position is allocated and funded within the 2019-2020 fiscal year budget. This position is critical support to the department and is responsible for coordination of employment recruitments, on-boarding new employees, assisting customers on the phone and in person. This position is a critical team member of this department.*
- Why is it critical that this position be filled at this time? *This position is vital to the daily operations of the Human Resources Department.*
- How long has the position been vacant? *The position will be vacant effective January 17, 2020.*
- Can the department use other wages until the next budget cycle? *This position is funded and allocated for FY 2019/2020. In addition to filling this position, we plan on using other wages to supplement the needs of our department.*
- What are staffing levels at other counties for similar departments and/or positions? *For the amount of work that is requested from the Human Resources Department, staffs are stretched thin as it is. We process all the data for payroll, ACA tracking, provide new hire orientations, maintain personnel files, track employees, verify employment, conduct job classification reviews, update system codes and records as needed, and building a new payroll system. We are a small department with a very big work load.*
- What core function will be impacted without filling the position prior to July 1? *This position has a very heavy workload and has various timelines. Until this position can be filled, the three remaining staff will be required to coordinate these duties in addition to their own work load.*
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? *We would do our best to see that the County did not suffer any negative fiscal impact. However, if reporting requirements are not completed in a timely manner, penalties could be issued for the County.*
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? *N/A*
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
- Does the department have a reserve? *No, Human Resources is funded totally by the General Fund.* If yes, provide the activity of the department's reserve account for the last three years?

# Human Resources Department

## Organizational Chart



## **HUMAN RESOURCES TECHNICIAN I**

### **DEFINITION**

Under supervision; to perform difficult and complex work involved in human resource operations and activities; to assist with the development, implementation and maintenance of the County human resources program and benefit plans; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry and first working level in the Human Resource Technician Series, which performs complex and technical Human Resource assignments.

### **REPORTS TO**

Human Resource Analyst

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **HUMAN RESOURCES TECHNICIAN I - 2**

### **EXAMPLES OF DUTIES**

- Assists County staff and the public by answering inquiries concerning personnel transactions, policies, and records, as well as availability and types of employment.
- Prepares job announcements and places advertisements for job openings in appropriate publications.
- Prepares application packages.
- Responds to questions and inquires from applicants as to the status of their applications.
- Functions as the Proctor in the testing process of the recruitments.
- Sets pass points on test; maintains recruitment files.
- Reviews and processes personnel transactions.
- Maintains security and confidentiality of employment and personnel records of all current and former County employees.
- Provides orientation, assists employees, and performs duties related to employment benefits, Worker's Compensation, disability and unemployment insurance programs.
- May conduct a variety of telephone and mail surveys.
- Prepares survey replies.
- Compiles, organizes, and reviews data for special projects, and reports.
- Has responsibility for Workers Compensation claims, tracking injuries, payments and troubleshoots as the need arises.
- Serves as receptionist for the Human Resources Department, answering inquires and providing information.
- Organizes and maintains human resource information systems.
- Issues and tracks identification badges.
- Operates computers and office equipment.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

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

## **HUMAN RESOURCES TECHNICIAN I - 3**

## DESIRABLE QUALIFICATIONS

### Knowledge of:

- Modern office methods, practices, and procedures.
- Laws, rules and regulations affecting the County's personnel programs.
- County hiring procedures, including procedures used by the California Interagency Merit System.
- General organization and functions of County government.
- Personnel administration principles, practices, methods, and techniques
- Establishment and maintenance of filing and information retrieval systems.
- Personal computers and software applications related to administrative support work.

### Ability to:

- Perform difficult and complex personnel work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws, and policies.
- Identify and handle confidential information.
- Use a personal computer and appropriate software for wordprocessing, recordkeeping, and administrative functions.
- Deal professionally and courteously with County staff, representatives of outside agencies, and the general public.
- Establish and maintain cooperative working relationships.

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of responsible office and administrative support experience in a local government personnel or administrative office.

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

## **HUMAN RESOURCES TECHNICIAN II**

### **DEFINITION**

Under general supervision; to perform difficult and complex work involved in human resource operations and activities; to assist with the development, implementation and maintenance of the County human resource program and benefit plans; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the Journey Level position in the Human Resource Technician series which performs complex and technical human resource assignments with only general supervision.

### **REPORTS TO**

Human Resources Analyst

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **HUMAN RESOURCES TECHNICIAN II - 2**

### **EXAMPLES OF DUTIES**

- Assists County staff and the public by answering inquiries concerning human resource transactions, policies and records.
- Assists in the administrating of the human resource policies and maintaining compliance with MOU's.
- Processes all data base information concerning employees salary, withholdings, benefits, deductions, direct deposit, leave accruals.
- Creates and implements salary grids.
- Maintains employee personnel file.
- Maintains security and confidentiality of employment and personnel records of all current and former County employees.
- Provides orientation to departments and employees concerning the coordination of State Disability, Workers Compensation and Family Medical Leave.
- Tracks hours for Family Medical Leave.
- Has responsibility for enrolling employees in health plan.
- Responds to correspondence and public inquiries.
- Process all state required reports.
- And develops a variety of reports for departments, Board of Supervisors, negotiator and union representatives.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

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

## HUMAN RESOURCES TECHNICIAN II - 3

### DESIRABLE QUALIFICATIONS

#### Knowledge of:

- Modern office methods, practices, and procedures.
- Laws, rules and regulations affecting the County's personnel programs.
- County hiring procedures, including procedures used by the California Interagency Merit System.
- General organization and functions of County government.
- Personnel administration principles, practices, methods, and techniques.
- Establishment and maintenance of filing and information retrieval systems.
- Personal computers and software applications related to administrative support work.

#### Ability to:

- Perform difficult and complex personnel work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws, and policies.
- Identify and handle confidential information.
- Use a personal computer and appropriate software for word processing, recordkeeping, and administrative functions.
- Deal tactfully and courteously with County staff, representatives of outside agencies, and the general public.
- Establish and maintain cooperative working relationships.

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of experience comparable to a Human Resources Technician I with Plumas County.

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

## **HUMAN RESOURCES TECHNICIAN III**

### **DEFINITION**

Under direction, to perform a variety of the more complex assignments related to Human Resources operations, activities, functions and services of Plumas County.

### **DISTINGUISHING CHARACTERISTICS**

This is an experienced level classification for the performance of a broad range of complex Human Resources assignments. Responsibilities include working with the payroll function and data processing for developing and maintaining the human resources and related functions in the County.

### **REPORTS TO**

Human Resources Analyst

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

May provide lead direction to Human Resources Technician I, II positions.

## **HUMAN RESOURCES TECHNICIAN III – 2**

### **EXAMPLES OF DUTIES**

- Assists County staff and the public by answering inquiries concerning human resource transactions, policies and records.
- Assists in the administrative of the human resource policies and maintaining compliance with MOU's.
- Assist with affirmative action activities and EEOC reports.
- Assist with grievances and layoffs.
- Organizes and reviews data for special projects and reports.
- Processes all data base information concerning employees salary, withholdings, benefits, deductions, direct deposit, leave accruals.
- Creates and implements salary grids.
- Maintains employee personnel file.
- Maintains security and confidentiality of employment and personnel records of all current and former County employees.
- Provides orientation to departments and employees concerning the coordination of State Disability, Workers Compensation and Family Medical Leave.
- Tracks hours for Family Medical Leave.
- Has responsibility for enrolling employees in health plan.
- Responds to correspondence and public inquires.
- Process all state required reports.
- And develops a variety of reports for departments, Board of Supervisors, negotiator and union representatives.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination, corrected hearing and vision to normal range; verbal communication; use of office equipment, including computers, telephones, calculators, copiers and FAX.

### **TYPICAL WORKING CONDITIONS**

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

## **HUMAN RESOURCES TECHNICIAN III– 3**

### **KNOWLEDGE OF**

- Modern office methods, practices, and procedures.
- Laws, rules and regulations affecting the County's Personnel programs.
- Research and information gathering techniques.
- County hiring procedures, including procedures used by the California Interagency Merit Systems.
- Personnel administration principles, practices, methods, and techniques.
- Establishment and Maintenance of filing and informational retrieval systems Employee benefits.
- Computers and software applications related to administrative support work.
- Human Resources functions and procedures, including recruitment, selection, classification, compensation, and equal employment opportunity.

### **ABILITY TO**

- Perform difficult and complex human resources work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws and policies.
- Coordinate County Human Resources functions.
- Use a computer and appropriate software for word processing, record keeping, and administrative functions.
- Analyze and evaluate a variety of information, researching and gathering appropriate data to resolve problems.
- Prepare a variety of reports.
- Effectively present ideas and recommendations orally and in writing.
- Deal tactfully and courteously with County staff, outside agencies, and the general public.
- Establish and maintain cooperative working relationships.

### **TRAINING AND EXPERIENCE**

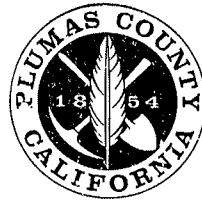
Any combination of training and experience, which would likely provide the required knowledge and abilities, is qualifying. A typical way to obtain the required knowledge and abilities would be:

Four (4) years of experience comparable to a Human Resources Technician II with Plumas County.

### **SPECIAL REQUIREMENTS**

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

# Plumas County Department of Information Technology



LE  
David M. Preston  
Information Systems Manager

County Courthouse, 520 Main Street, Room 208

Quincy, California 95971

Phone: (530) 283-6263

Fax: (530) 283-0946

DATE: January 14, 2020  
TO: Honorable Board of Supervisors  
FROM: Dave Preston, Information Systems Manager

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF JANUARY 14, 2020 RE:  
APPROVAL OF PAYMENT FOR SOFTWARE WITHOUT A CONTRACT.**

It is recommended that the Board:

1. Approve Item 1 below.

**Item 1:** Approval of payment for software as specified below.

## **Background and Discussion:**

Information Technology included in its 2019/20 budget for the purchase of a replacement software system for the processing of Transient Occupancy Taxes. This system will be part of the currently used Megabyte Property Tax system. Once implemented the TOT software will be covered under the Megabyte software contract. The Board approved \$25,000 for this purchase. Because these funds are included in a line item that normally requires a contract and because the software will become a part of an existing contract we ask that the Board approve the payment of the initial onetime cost of the software without a contract.

Vendor	Description	Amount
Megabyte System	TC : Tax system software	\$25,000

These funds have been budgeted as part of the 2019/2020 IT budget.

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



## CONSENT AGENDA REQUEST

For the January 14, 2020 meeting of the Plumas County Board of Supervisors

January 6, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink that reads "Robert A. Perreault".

Subject: Approve the purchase of forty (40) Caltrans Rail Type-K from Dan Palmer Trucking, Inc. with funds budgeted in the FY19/20 budget, in the amount of \$44,465.00.

### Background:

This Agenda Request pertains to the need by the Department of Public Works to purchase forty (40) Caltrans Rail Type-K.

See attached "Bid Award Recommendation – 2019 Caltrans rail Type-K", dated January 3, 2020, pertaining to the cost of the Caltrans Rail Type K, following staff reviews of the two (2) submitted bids on January 2, 2020 is \$44,465.00.

Funding for this Purchase Order is included in the Budget Work Order 474 which is funded by FY 19/20 RMRA Funds as adopted by the Board of Supervisors in April 2019.

### Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a Purchase Order with Dan Palmer Trucking, Inc., using FY2019-20 budget funds, not to exceed \$44,465.00 for the purchase of forty (40) Caltrans Rail Type-K.

Attachment:

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



Date: January 3, 2020

To: Bob Perreault

From: Mark Crews

Subject: Bid Award Recommendation – 2019 Caltrans Rail – Type K

Dear Bob,

Public Works opened bids on January 2, 2019 for the purchase of forty (40) Caltrans Rail – Type K, to be delivered to the Quincy Maintenance Yard.. There were two (2) qualified bidders.

Universal Precast Concrete - \$ 69,337.13

Dan Palmer Trucking, Inc. - \$44,465.00

I recommend accepting the lowest bid from Dan Palmer Trucking, Inc. for the purchase of forty (40) Caltrans Rail – Type K to be delivered to the Quincy Maintenance Yard.

A handwritten signature of "Mark Crews" in black ink.

Mark Crews  
Engineering Tech II

Recommendation Approved \_\_\_\_\_ Date \_\_\_\_\_

Recommendation Denied \_\_\_\_\_ Date \_\_\_\_\_

Robert Perreault  
Director of Public Works



# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323

Robert A. Perreault Jr., P.E., Director John Mannie, P.E., Asst. Director Joe Blackwell, Deputy Director

## **CONSENT AGENDA REQUEST**

For the January 14, 2020 meeting of the Plumas County Board of Supervisors

January 6, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Contract award of Purchase Agreement with North State Truck Equipment dba Diesel Emissions Service for two diesel exhaust filter retrofits for two 10-wheeler trucks, with funds budgeted in the FY19/20 budget, in an amount not to exceed \$50,000.00.

### Background:

This Agenda Request pertains to the need by the Department of Public Works to have diesel exhaust filter retrofits placed on two pieces of Public Works' equipment as required by the California Air Resource Board (CARB).

The cost of the two retrofits is not expected to exceed \$50,000.00. See attached quote from Diesel Emissions Service dated May 29, 2019. No formal bid process was initiated for this since it was well known to the Department that this is the only local vendor that can offer this particular kind of service.

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

Funding for this contract is included in the Budget adopted by the Board of Supervisors on September 17, 2019.

Public Works staff has coordinated with the Auditor's Office and a Budget Transfer Form will not be required at this time.

### Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a contract with North State Truck Equipment dba Diesel Emissions Service for two diesel exhaust filter retrofits for two 10-wheeler trucks.

Attachment:

## Services Agreement

# \_\_\_\_\_

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works Department (hereinafter referred to as "County"), and **North State Truck Equipment, Inc. dba Diesel Emissions Service**, California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Fifty Thousand Dollars and No/100 (\$50,000.00)**.
3. Term. The term of this Agreement shall be from May 1, 2020 through April 30, 2021, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that

Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. License #GNB32014-01121

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

financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

22.

**COUNTY:**

Department of Public Works  
County of Plumas  
1834 E. Main St.  
Quincy, CA 95971  
Attention: Fiscal Officer/ASM

**CONTRACTOR:**

Diesel Emissions Service  
17011 Clear Creek Road  
Redding, CA 96001  
Attention: Steve Hoke, Owner

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

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

**CONTRACTOR**

North State Truck Equipment Inc dba Diesel Emissions Service, a California Corporation.

By: \_\_\_\_\_

Name: Steve Hoke

Title: President

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

By: \_\_\_\_\_

Name: Laura Hoke

Title: Chief Financial Officer

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

**COUNTY:**

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

By: \_\_\_\_\_

Name: Robert A. Perreault, Jr.

Title: Public Works Director

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

**APPROVED AS TO FORM:**

Plumas County Counsel

By: 

Deputy County Counsel

Date Signed: 12/31/19

**Sign  
& Date**

**APPROVAL BY BOARD OF  
SUPERVISORS:**

By: \_\_\_\_\_

Kevin Goss, Chair

Board of Supervisors

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

**ATTEST:**

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

Nancy DaForno

Clerk of the Board of Supervisors

**EXHIBIT A**

**Scope of Work**

1. Diesel Exhaust Filter retrofits for two 10-Wheeler Trucks (V#1-17) and (V#1-19) as summarized in Attachment A.
2. Mandated by C.A.R.B. to be in compliance with emission requirements.
3. Contractor will provide repair services to County heavy equipment and vehicles on an as-needed basis upon request of the County.
4. All work shall be provided in accordance with industry standards for high-quality heavy equipment and vehicle repairs.

**EXHIBIT B**

## Fee Schedule

1. Labor estimated at \$2,500.00 per equipment, see the attached summarized invoice shown on "Attachment A".
2. All prices for parts shall be at or below Contractor's standard rates for such services.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs that the 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 received written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of the 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.

**COUNTY INITIALS**

**CONTRACTOR INITIALS**

# DIESEL EMISSIONS SERVICE

QUALITY DRIVES US

17011 CLEAR CREEK RD. REDDING, CA 96001  
PH: 530-241-2851 | FAX: 530-241-0870

DATE	DATE OPEN	INVOICE NUMBER
/ /	01/03/2020	E 4-4735

ESTIMATE ONLY - INVOICE TO FOLLOW

Sold To : 283-6268	530
PLUMAS CNTY DEPT PUBLIC WRKS 1834 E. MAIN ST	
QUINCY	CA 95971 USA

Ship To : 283-6268
PLUMAS CNTY DEPT PUBLIC WRKS 1834 E. MAIN ST
QUINCY CA 95971

Written By JUSTINC	Terms CHG	Time 16:15:07	Customer Po # JC:REVISED EST	Promised	Home Phone	Ship Via None	
Unit #	Plate #	Year	Make	Model	Mileage 0/0.0	VIN	
PARTS		DESCRIPTION		QTY	BO	PRICE	TOTAL
HUG6001R40ZL.D5			HUG MOBICLEAN R40 DESIGN 5 W/O BRACKETS <i>CARB LEVEL 3+ VERIFIED SYSTEM WITH HIGHER THAN 85% PM REDUCTION</i>	1.000	.0000	13980.00	13980.00
DES7239			DPF ENCLOSURE 39" (IN	1.000	.0000	1850.00	1850.00
DESHUGR40BAND			HUG R40 BAND 15.200 DIA	2.000	.0000	84.43	168.87
DES1050ST			FLOW THROUGH MUFFLER	1.000	.0000	125.00	125.00
DESCP536			5" X 36" CHROME WATER REDUCTION STACK (36")	1.000	.0000	128.59	128.60
DESINSTALLATION KIT#1			HORIZONTAL INSTALL KIT AND PIPING <i>**USE STAINLESS STEEL PIPE FROM TURBO TO DPF: CUSTOMER IS WRAPPING EXHAUST FOR WINTER USE**</i>	1.000	.0000	1141.17	1141.17
FRTINCOMING			FREIGHT INCOMING	1.000	.0000	500.00	500.00
REMOVE EXISTING EXHAUST SYSTEM AND INSTALL DPF ASSY, INC DATA LOGGING, PRE ASSESSMENT AND OPACITY TESTING HUG MOBICLEAN R CARB LEVEL 3+, EO# DE-12-001-01 CA/HUG/2012/PM3+/N00/ON/DPF01					.0000		2500.00
						Parts..... Labor..... Sublet..... Supplies.... Freight In...	18143.64 3940.00 0.00 110.00 500.00
						Sales Tax	1359.64
Authorized By: _____						Sub Total <b>TOTAL</b>	22693.64
							Continued on page 2

It is understood and I agree to pay carrying charges of 1 1/2% per month (18% per annum) on any balance unpaid after the 30th day following the purchase. We also reserve the right to collect reasonable attorneys' fees if suit is brought to collect same. Returned goods are accepted on normal stocking items returned within 30 days, in original salable condition, with prior return authorization. All returns are subject to a restocking charge up to 25%, and must be accompanied with proof of purchase. Electrical parts cannot be accepted for return.

Any warranties on products or parts sold are those made by the manufacturer. The seller expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. The seller neither assumes, nor authorizes any other person to assume it for any liability in connection with this sale. Buyer shall not be entitled to recover from the seller any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, loss of income, or any other incidental damages. Customer acknowledges that s/he has inspected the parts sold as detailed herein, accepts the same, and agrees to pay the amount due.

# DIESEL EMISSIONS SERVICE

QUALITY DRIVES US

17011 CLEAR CREEK RD. REDDING, CA 96001  
PH: 530-241-2851 | FAX: 530-241-0870

DATE	DATE OPEN	INVOICE NUMBER
11	01/03/2020	E 4-4735

ESTIMATE ONLY - INVOICE TO FOLLOW

Sold To : 283-6268 530  
PLUMAS CNTY DEPT PUBLIC WRKS  
1834 E. MAIN ST  
QUINCY CA 95971 USA

Written By JUSTINC	Terms CHG	Time 16:15:08	Customer Po # JC:REVISED EST	Promised	Home Phone	Ship Via None	
Unit #	Plate #	Year	Make	Model	Mileage 0/0.0	VIN	Engine

PARTS	DESCRIPTION	QTY	BO	PRICE	TOTAL
FILTER S/N#	THE ESTIMATE IS TO HAVE THE INSTALLATION COMPLETED AT DES REDDING FACILITY.			.0000	
	SPECIAL NOTE: REPLACE TURBO DOWN-PIPE TO DPF WITH STAINLESS STEEL 5" PIPING AS CUSTOMER IS WRAPPING THE EXHAUST IN THE WINTER.			.0000	
	RELOCATE FUEL TANK UNDER THE DRIVERS DOOR. RELOCATE BATTERY COMPARTMENT UNDER THE DUMP BED ON THE DRIVERS SIDE, REMOVING THE BOTTOM STEP.			.0000	1440.00
KITFUEL	ESTIAMTED COST OF CUSTOM FUEL LINES AND PARTS NEEDED TO RELOCATE THE FUEL TANK. ACTUAL COSTS MAY VARY	1.000	.0000	500.00	500.00
KITELEC	ESTIMATED COST OF PARTS TO RELOCATE BATTERY COMPARTMENT. ACTUAL COSTS MAY VARY. CUSTOM-MADE BATTERY CABLES	1.000	.0000	250.00	250.00
				Parts.....	18143.64
				Labor.....	3940.00
				Sublet.....	0.00
				Supplies....	110.00
				Freight In...	500.00
				Sales Tax	1359.64
Authorized By:				Sub Total	22693.64
				<b>TOTAL</b>	<b>Continued</b>

It is understood and I agree to pay carrying charges of 1 ½% per month (18% per annum) on any balance unpaid after the 30th day following the purchase. We also reserve the right to collect reasonable attorneys' fees if suit is brought to collect same. Returned goods are accepted on normal stocking items returned within 30 days, in original salable condition, with prior return authorization. All returns are subject to a restocking charge up to 25%, and must be accompanied with proof of purchase. Electrical parts cannot be accepted for return.

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Unit #	Plate #	Year	Make	Model	Mileage 0/0.0	VIN

PARTS	DESCRIPTION	QTY	BO	PRICE	TOTAL
-------	-------------	-----	----	-------	-------

THIS PROJECT ESTIMATE DOES NOT INCLUDE RELOCATION OF HYDRAULIC OR  
PTO LINES OR FILTER ASSYMBLY. IF THAT IS REQUIRED IT WILL ADD  
TO THIS COST.

\*\*\*AS WE CAN NOT CONTROL PRICING FROM MANUFACTURERS, EVEN  
THOUGH WE BELIEVE IT WILL NOT CHANGE, NO ONE CAN GUARANTEE  
PRICING UNTIL THE END OF MAY. WE CAN LOCK THESE PRICES IN  
FOR 60 DAYS\*\*\*

Parts.....	18143.64
Labor.....	3940.00
Sublet.....	0.00
Supplies....	110.00
Freight In...	500.00
Sales Tax	1359.64

Authorized By: \_\_\_\_\_

Sub Total	22693.64
<b>TOTAL</b>	<b>24053.28</b>

It is understood and I agree to pay carrying charges of 1 1/2% per month (18% per annum) on any balance unpaid after the 30th day following the purchase. We also reserve the right to collect reasonable attorneys' fees if suit is brought to collect same. Returned goods are accepted on normal stocking items returned within 30 days, in original salable condition, with prior return authorization. All returns are subject to a restocking charge up to 25%, and must be accompanied with proof of purchase. Electrical parts cannot be accepted for return.

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IF3

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

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323

Robert A. Perreault Jr., P.E., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director

### **CONSENT AGENDA REQUEST**

For the January 14, 2020 meeting of the Plumas County Board of Supervisors

January 6, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink that reads "Robert A. Perreault".

Subject: Contract award of Purchase Agreement for the purchase of Tire Chains from Quality Chain Corp., with funds budgeted in the FY19/20 budget, in the amount of \$81,412.15.

#### **Background:**

This Agenda Request pertains to the need by the Department of Public Works to purchase tire chains as identified in the FY19/20 annual budget.

On September 17, 2019, the Board of Supervisors adopted a Resolution to adopt the final budget for Plumas County and the Dependent Special Districts Therein for Fiscal Year 2019-2020.

See attached "Bid Award Recommendation – Tire Chains", dated December 9, 2019, pertaining to the cost of the tire chains, following staff reviews of the six (6) submitted bids on December 5, 2016 is \$81,412.15.

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

Funding for this contract is included in the Budget adopted by the Board of Supervisors on September 17, 2019.

Public Works staff has coordinated with the Auditor's Office and a Budget Transfer Form will not be required at this time.

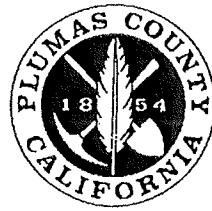
#### **Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a contract with Quality Chain Corp., using FY2019-20 budget funds, not to exceed \$81,412.15 for the purchase of tire chains.

Attachments:

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



**Date:** December 9, 2019  
**To:** Joe Blackwell  
**From:** Eric Braswell *EB*  
**Subject:** Bid Award Recommendation Tire Chains

Public Works opened bids on December 5, 2019 for Tire Chains. Eric Braswell & Merrick Turner reviewed the Bids. There were six (6) bids;

Vendor 1	LesSchwab/Horton Tire Center Quincy, Ca	\$76,839.26 (disqualified)
Vendor 2	Silver State Int. Sparks, NV	\$79,551.62 (disqualified)
Vendor 3	Quality Chain Corp. Hillsboro, OR	\$81,412.15
Vendor 4	Vehicle Maintenance Program Boca Raton, FL	\$92,728.35 (disqualified)
Vendor 5	Tec Equipment Sparks, NV	\$125,354.63 (disqualified)
Vendor 6	Tiles in Style Willowbrook, IL	\$171,054.58 (disqualified)

After reviewing the bids it was determined that Quality Chain Corporation was the only qualified bid.

The Tire Chain Bid States:

*The following tire chains shall be Quality Chain Corp. Brand Name or Equal Specification. The tire chains must be premium (alloy), domestic, round twist, ladder type, unless otherwise stated.*

Item 1	*3161SLCTWIST (Square Twisted Alloy Link)
Item 2	*4155SLCTWIST (Square Twisted Alloy Link)
Item 3	A2615

*\* Square twisted alloy link chains – non-domestic will be accepted.*

Vendor 1 states item 1 and 2 "NON-TWISTED" (bid requests square twisted).

Vendor 2 states item 3 "SQUARE TWISTED" (bid requests round twist).

Vendor 3 only qualified bid.

Vendor 4 states item 3 "NON-DOMESTIC" and incomplete bid (bid requests domestic).

Vendor 5 states item 3 "NON-DOMESTIC" (bid requests domestic).

Vendor 6 states item 3 "NON-DOMESTIC" (bid requests domestic).

I recommend proceeding with Quality Chain Corp. located in Hillsboro, OR in the amount of \$81,412.15.

In concurrence:

*Joe Blackwell*  
Joe Blackwell  
Deputy Director

*12-11-19*  
Date

In concurrence:

*Robert A. Perreault*  
Bob Perreault  
Director of Public Works  
*12/11/2019*  
Date

**TIRE CHAINS  
TIRE CHAINS PURCHASE AGREEMENT – 2020**

**Summary of Terms**

**A. PURCHASER:** County of Plumas – Department of Public Works; 1834 E. Main Street, Quincy, CA 95971

**DELIVER TO:**

Quincy Maintenance Yard, 1384 E. Main Street – Quincy, Ca 95971

**SELLER:** Quality Chain Corporation  
3365 NE 79<sup>th</sup> Ave  
Hillsboro, OR 97124

**B. TYPE OF MATERIAL (“Tire Chains”):**

Tire Chains

**C. BRANDED & UNBRANDED PRODUCT QUANTITY:** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase exclusively from Seller, all of Purchaser’s requirements for Tire Chains at the Maintenance Yards referenced above in Section A. The start date will be January 1, 2020.

**D. PRICE:** Seller’s delivered price on date of lifting, plus (a) all applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on Tire Chains to Purchaser, and (b) all delivery charges, fees and related costs incurred by Seller in delivering Tire Chains to Purchaser. Total paid by County to Contractor under this Agreement shall not exceed Eighty-one Thousand Four Hundred Twelve dollars and Fifteen cents. (\$81,412.15).

**E. DELIVERY:** FOB Purchaser’s to Department of Public Works, 1834 E. Quincy, CA. 95971

**F. EFFECTIVE DATE:** January 1, 2020 (the “Effective Date”)

**G. TERM:** One (1) year from the Effective Date.

**H. PAYMENT TERMS:** Net Fifteen (15) days EFT, as modified from time to time by Seller in accordance with Section 4 of the Terms and Conditions.

**I. NOTICES:**

*If to Seller:*

Address: 3365 NE 79<sup>th</sup> Ave  
Hillsboro, OR 971244  
Attention: Joe Casper  
Phone: 530-614-9664  
E-mail: [joe@chainquest.com](mailto:joe@chainquest.com)

*If to Purchaser:*

Address: 1834 East Main Street  
Quincy, CA 95971  
Attention: Joe Blackwell, Deputy Director  
Phone: 530-283-6268  
E-mail: [joeblackwell@countyofplumas.com](mailto:joeblackwell@countyofplumas.com)

**IN WITNESS WHEREOF**, Seller and Purchaser have executed this Agreement as of the Effective Date.

**FOR QUALITY CHAIN CORP.**

Name: Joe Casper  
Title: Vice President

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

Name: Vicki Boatsman  
Title: CFO

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

**FOR PLUMAS COUNTY**

**APPROVED AS TO SCOPE OF WORK:**

Name: Robert A. Perreault, Jr., P.E.  
Title: Director of Public Works

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

**APPROVED AS TO FORM:**

Title: County Counsel, Deputy

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

**CONCURRENCE BY:  
THE BOARD OF SUPERVISORS**

Name: Kevin Goss  
Title: Chair, Board of Supervisors

Attest:

Nancy DaForno  
Clerk of the Board of Supervisors

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

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

**TIRE CHAINS  
TIRE CHAINS PURCHASE AGREEMENT – 2020**

**Summary of Terms**

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E-mail: [joe@chainquest.com](mailto:joe@chainquest.com)

*If to Purchaser:*

Address: 1834 East Main Street  
Quincy, CA 95971  
Attention: Joe Blackwell, Deputy Director  
Phone: 530-283-6268  
E-mail: [joeblackwell@countyofplumas.com](mailto:joeblackwell@countyofplumas.com)

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

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Title: CFO

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

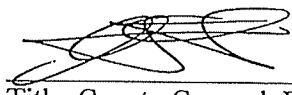
**FOR PLUMAS COUNTY**

**APPROVED AS TO SCOPE OF WORK:**

Name: Robert A. Perreault, Jr., P.E.  
Title: Director of Public Works

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

**APPROVED AS TO FORM:**

  
Title: County Counsel, Deputy

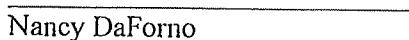
Date: 11/01/2020

**CONCURRENCE BY:  
THE BOARD OF SUPERVISORS**

Name: Kevin Goss  
Title: Chair, Board of Supervisors

Attest:

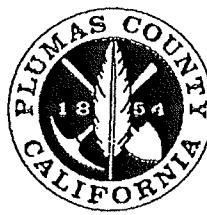
Date: \_\_\_\_\_

  
Nancy DaForno  
Clerk of the Board of Supervisors

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

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



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**From:** Eric Braswell *EB*

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Item 2      \*4155SLCTWIST (Square Twisted Alloy Link)  
Item 3      A2615

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In concurrence:

*Blackwell*  
Joe Blackwell  
Deputy Director

*12-11-19*  
Date

In concurrence:

*Robert A. Perreault*  
Bob Perreault  
Date  
Director of Public Works



RICHARD FIGUEROA  
ACTING DIRECTOR

State of California—Health and Human Services Agency  
Department of Health Care Services



GAVIN NEWSOM  
GOVERNOR

JA

December 26, 2019

Tony Hobson, Ph.D, Director  
Plumas County Behavioral Health  
270 County Hospital Road #109  
Quincy, CA 95971

APPROVAL FOR ONE-TIME FUNDING TO INITIATE WHOLE PERSON CARE  
CAPACITY

Dear Mr. Hobson:

The purpose of this letter is to notify you that the Department of Health Care Services (DHCS) has approved your request for One-Time Funding to Initiate Whole Person Care Capacity within your county.

Please submit a signed Board of Supervisors Resolution by January 31, 2020. The allocation of funds totaling \$408,491.08 is expected to be processed no later than March 31, 2020 and will be available for final encumbrance or expenditure by June 30, 2025.

A final evaluation and summary report is due 90 days after the full expenditure of funding. The report shall include the disposition of funds, the services provided and the number of individuals served.

If you have any questions regarding this approval, please contact the [1115WholePersonCare@dhcs.ca.gov](mailto:1115WholePersonCare@dhcs.ca.gov) mailbox.

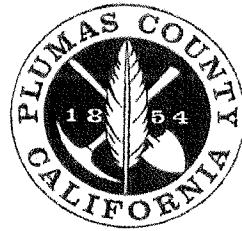
Sincerely,

Dana Durham  
Policy and Medical Monitoring Branch Chief  
Managed Care Quality Monitoring Division

# PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



Date: 12 December 2019

To: Department of Healthcare Services, Whole Person Care  
From: Tony Hobson, Ph.D., Behavioral Director, Plumas County  
Subj: Letter of Intent to participate in the Whole Person Care One Time Funding

Plumas County Department of Behavioral Health is committed to serving our target population living with Severe Mental Illness (SMI) who may also have a Substance Use Disorder (SUD) and who are homeless or at risk of becoming homeless. It is our intent to take advantage of this opportunity to expand our service engagement with the SMI population who are either transitioning from psychiatric hospitalization, transitioning from our local correctional facility, or seeking services on an outpatient basis. Plumas County Behavioral Health will serve as the main contract. Services will include one of more of the following:

- Linkage to transitional and/or permanent supportive housing
- Targeted case management to link consumer to primary care, social services, and other supportive benefits
- Linkage to rehabilitative services to address mental illness and/or substance use disorders
- Provide care coordination between physical and behavioral health care providers
- Linkage to vocational/educational rehabilitation

We presently contract or partner with community-based organizations for the provision of emergency and transitional housing services for the SMI and SUD populations and wish to expand our ability to efficiently and effectively house those in need. Our community partners are Environmental Alternatives, Plumas Crisis Intervention and Resource Center, Alliance for Workforce Development, and Plumas Rural Services. With these additional funds, our local not for profit partners will be able to expand housing and rehabilitation opportunities while we address the physical and behavioral health needs of a vulnerable population. Services provided by the funding allocation will comply with "Housing First" principles, as defined in California Welfare and Institutions Code Sections 8255-8256. Plumas County Behavioral Health respectfully requests one-time funding in the amount of \$408,491.08.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "T. Hobson".

Tony Hobson, Ph.D.

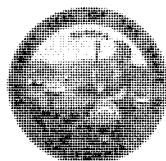
Behavioral Health Director, Plumas County

cc: Gabriel Hydrick, County Administrator



RICHARD FIGUEROA  
ACTING DIRECTOR

State of California—Health and Human Services Agency  
**Department of Health Care Services**



GAVIN NEWSOM  
GOVERNOR

**\$20 MILLION ONE-TIME FUNDS FOR COUNTIES TO INITIATE FUTURE WHOLE PERSON CARE PILOTS**

*October 18, 2019*

Overview

California's Whole Person Care Pilot program coordinates health, behavioral health and social services in a patient-centered manner with the goal of improved beneficiary health and well-being. Low-income populations are more likely to experience a multitude of health, behavioral health, and social needs, requiring them to seek care across multiple and fragmented systems. The need for a Whole Person Care approach arose due to unmet social, behavioral health, and health needs within vulnerable populations, and from the existing fragmentation of organization and financing of current health and human services systems.

California has successfully worked with twenty-five (25) Whole Person Care Pilot programs to provide target populations with a range of comprehensive services and supports to address unmet needs and improve the quality and outcomes of high-risk populations. The 2019-20 Governor's Budget encourages additional counties to initiate Whole Person Care-like pilot capacity with a one-time funding allocation of \$20 million and multi-year spending authority through June 30, 2025 from the Mental Health Services Fund.

The Department of Health Care Services (DHCS) will provide start-up funding to counties that are not currently participating in the state's Whole Person Care Pilot program based on a county's demonstration of interest and letters of support from local partners within the county.

The funding allocation methodology considers prevalence of homelessness, the geographical cost of living using Fair Market Rent (FMR) and individuals who are mentally ill and are experiencing homelessness using the Point in Time Count (PIT).

Interested counties may request funds from DHCS to perform the following administrative and programmatic activities that may include:

- Core program development, planning, and support
- Staffing, including but not limited to consultants, county employees, contracted employees, navigators, outreach specialists, and peers.
- Administrative costs
- IT infrastructure
- Program governance

## Application for One-Time Funding

Page 2

- Training
- Ongoing data collection, analysis
- Marketing materials
- Intensive care management
- Recuperative care/respite care/activities of daily living
- Housing services and supports, including but not limited to rental subsidies, security deposits, navigation, landlord outreach and liaison, 24-hour warm line, maintaining housing, utility assistance, capital household needs (refrigerator for insulin), homeless prevention/interventions, etc.
- Ability to fund non-traditional housing such as purchasing homes or transitional/"bridge" housing
- Purchase of mobile units (vans) for mobile health and BH services

### Letter of Interest/Application

Each county must delegate a single organization that will serve as the primary contact. This entity must submit a *Letter of Interest*, that will serve as the application, along with letters of support from community partners, to DHCS indicating how the county will use the funds for the purposes outlined in the Overview. A signed Board of Supervisors resolution will serve as the **final agreement** as outlined in Step 4 below and is due to DHCS by January 31, 2020.

All application documents should be sent to the mailbox:  
1115WholePersonCare@dhcs.ca.gov

### Operational Guidelines

<b>Deliverable/Activity</b>	<b>Date</b>
1. DHCS releases notification and application for one-time funds	10/18/2019
2. Applications due to DHCS	12/02/2019
3. DHCS notifies applicants of the final decisions	01/02/2020
4. Written formal acceptance is submitted to DHCS	01/31/2020
5. Funding fully processed and released to approved applicants	03/31/2020
6. Evaluation and Summary Report Due to DHCS	90 days after full fund expenditure
7. Final date of funding availability for encumbrance or expenditure	06/30/2025

### Evaluation and Summary Report

Counties are required to submit an evaluation and summary report within 90 days after the full expenditure of funding. The report shall include the disposition of funds, the services provided, and the number of individuals who received services.

Methodology

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**Governor's Budget Proposal:** Building on the \$100 million one-time General Fund proposed in the Governor's Budget for Whole Person Care Pilots, the Governor's 2019-20 budget includes a one-time augmentation of \$20 million from the Mental Health Services Fund for counties that do not operate Whole Person Care Pilots. With this funding, additional counties are able to develop and implement essential programs and infrastructure to focus on coordinating health, behavioral health and critical social services, such as housing. Priority will be given to individuals with mental illness who are also homeless, or at risk of becoming homeless. The funding methodology is described below:

1. **Prevalence of homelessness:** 50 percent of the funding is allocated in proportion to the total number of people experiencing homelessness in the county. The county's number of homeless people is from the federal Housing and Urban Development (HUD) Point in Time (PIT) count numbers from 2017. The HUD web link is below. The query is by "Continuum of Care" (COC). Each county generally has its own COC that is responsible for completion of the PIT count, though some exceptions are noted below.

[https://www.hudexchange.info/programs/coc/coc-homeless-populations-and-subpopulations-reports/?filter\\_Year=2017&filter\\_Scope=COC&filter\\_State=CA&filter\\_CoC=&program=COC&group=PopSub](https://www.hudexchange.info/programs/coc/coc-homeless-populations-and-subpopulations-reports/?filter_Year=2017&filter_Scope=COC&filter_State=CA&filter_CoC=&program=COC&group=PopSub)

DHCS used the 2017 PIT count because it may have more complete data as compared to the 2018 or 2019 counts. According to local methods in the various areas, certain counties' PIT counts are combined with one or more surrounding counties. In these cases, DHCS estimated the county's PIT count by comparing its overall population to the other county(ies) in its COC.

In this category, DHCS set a minimum allocation at \$250,000 for each county. Some counties would have been below the \$250,000 minimum. For counties that were over the \$250,000 minimum, DHCS reduced their allocations, in a proportional manner, to raise the other counties up to the \$250,000 minimum.

2. **Cost of living:** 25 percent of the funding is allocated in proportion to the cost of living in the county. DHCS used the federal HUD Fair Market Rent (FMR) Efficiency (i.e. studio apartment) amounts for each county area to assess cost of living, or more specifically the average cost of basic housing in the county. The amounts reflect the average monthly rental cost of a studio apartment in each county. DHCS used the 2019 FMR. The web link is below.

[https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2019\\_code/select\\_Geography.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2019_code/select_Geography.odn)

Application for One-Time Funding  
Page 4

3. Prevalence of individuals who are mentally ill and are experiencing homelessness: 25 percent of the funding is allocated in proportion to the total number of individuals who are mentally ill and are experiencing homelessness in the county as compared to the total in all of the eligible counties. The county's number of individuals who are mentally ill and are experiencing homeless is from the HUD PIT Severely Mentally Ill subpopulation count numbers from 2017.

County Allocations

County	Allocation
Alpine	\$390,572.03
Amador	\$431,035.49
Butte	\$1,068,155.14
Calaveras	\$395,483.09
Colusa	\$392,717.59
Del Norte	\$426,206.02
El Dorado	\$467,853.41
Fresno	\$894,377.20
Glenn	\$389,498.47
Humboldt	\$744,418.66
Imperial	\$540,686.89
Inyo	\$453,318.25
Lake	\$555,136.76
Lassen	\$418,556.65
Madera	\$490,633.63
Merced	\$482,441.40
Modoc	\$364,974.84
Mono	\$448,633.99

County	Allocation
Nevada	\$445,868.49
Plumas	\$408,491.08
Sacramento	\$2,621,406.87
San Luis Obispo	\$827,627.19
Santa Barbara	\$1,166,412.39
Sierra	\$440,139.43
Siskiyou	\$431,935.08
Stanislaus	\$925,697.87
Sutter	\$445,569.08
Tehama	\$424,424.84
Trinity	\$379,559.90
Tulare	\$587,707.41
Tuolumne	\$513,935.52
Yolo	\$592,155.86
Yuba	\$434,369.48
<b>Total</b>	<b>\$20,000,000.00</b>



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

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



BB

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

DATE: January 3, 2020  
TO: Honorable Board of Supervisors  
FROM: Erin Metcalf, Chief Probation Officer  
SUBJECT: Approval of contract between the Plumas County Probation Department and Redwood Toxicology.

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### Recommendation

Approve and Authorize the Chair to sign a contract between the Plumas County Probation Department and Redwood Toxicology for the purpose of drug testing Probation clients.

### Background and Discussion

The Probation Department contracts with Redwood Toxicology Laboratory for \$70,000 to perform testing on specimens sent to the Lab for court-ordered drug testing.

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

2C12

## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



**DATE:** December 23, 2019

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director

**SUBJECT:** **ADOPT RESOLUTION TO APPROVE EMPLOYEE BACKGROUND INVESTIGATION POLICY PER INTERNAL REVENUE SERVICES (IRS) PUBLICATION 1075**

**APPOINT DESIGNEE WITH SIGNATORY AUTHORITY TO SIGN E-VERIFY MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF PLUMAS AND DIVISION OF U.S. DEPARTMENT OF HOMELAND SECURITY**

**RE: APPROVE AND ADOPT NEW EMPLOYEE BACKGROUND INVESTIGATIONS POLICY AS REQUIRED UNDER IRS PUBLICATION 1075**

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### **Recommendation:**

Plumas County has developed a new policy for Background Investigations for new hires and once every ten years for existing employees, per the recent mandate according to IRS Publication 1075. I am recommending the Board of Supervisors approve and adopt the new Background Investigation Policy per IRS Publication 1075.

I am also requesting the Board of Supervisor appoint their designee with the authority to sign the Memorandum of Understanding (MOU) between the County and E-Verify, a Division of U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services.

### **Background and Discussion:**

Included in this packet, is a Policy and a list of job classifications affected under this new directive from the IRS. The two main departments affected by the new Background Investigation Policy are Social Services and Child Support Services. I have complied all the necessary documents and forms, including the new County policy for Background Investigations according to the IRS Publication 1075. At this time, you may be aware of this new mandatory requirement for the required background investigations only affects those job classifications that have access to Federal Tax Information (FTI) as part of the normal job duties. This mandate has been in place for some time and Plumas County is

Page 1

requesting the Board of Supervisors adopt our Policy in order to maintain compliance with the State of California. Exhibit A

Another mandatory component to this directive is the use of E-Verify for all new hires. Plumas County will be required to sign a Memorandum of Understanding (MOU) with E-Verify in order to access and verify right to work status. This system is at no cost, but it adds an additional layer to Human Resources current I-9 verification for all new hires. This adds another layer of tracking and follow-up to the new hire process. This could possibly delay new hires starting employment positions with the County. We have to use the system for all hires, not just for the two departments effected by IRS Publication 1075 background checks. I will need the Board to designate signatory authority for this new MOU in order to use E-Verify and stay compliant with IRS Pub 1075.

This could also affect those Special District new employee hires that submitted to HR for payroll processing. At this time, I do not have a legal opinion but I am assuming this would not be acceptable for most of the Special Districts. The County does not conduct the I-9 verification for the Special Districts, which puts the County at risk since they continue to be reported under Plumas County's Employer Identification Number (EIN) to the IRS.

#### **IRS Publication 1075:**

On August 18, 2018, the California Department of Child Support Services issued CSSI Letter 18-04, Exhibit A, to all IV-D Directors regarding IRS Publication 1075 background investigation requirements for access to Federal Tax Information (FTI).

In accordance with Publication 1075, prospective and current LCSA employees, contractors, subcontractors, volunteers and agents who have access to Federal Tax Information (FTI) must undergo a background investigation prior to having access to FTI, which includes a criminal history screening and citizenship/residency validation. Individuals with access to FTI must undergo reinvestigation at least every 10 years.

CSSI Letter: 18-04 Cited Authority:

- IRS Publication 1075
- 26 United States Code (U.S.C) Sec. 6103
- Family Code Sec. 17202
- Government Code Sections 1044, 12952, 19572 & 18935
- Labor Code Sec. 432.7
- Title 2, CCR Sections 11017 & 11017.1
- State Personnel Board Rule 172
- Penal Code Sec. 1105(b)
- EEOC Enforcement Guidance 915.002

Letter CSSI 18-04 directs each local County child support agency (LCSA) develop policy and procedures implementing the background investigation requirements of Publication 1075, Section 5.1.1 Background Investigation Minimum Requirements for individuals with access to FTI.

The Policy must include:

- Process, steps & timeframes;
- Result criterion;
- Review of FBI fingerprint results, including criminal history in all 50 states;
- Check of local law enforcement agencies where the subject has lived, worked, and/or attended school within the last 5 years, outside of California, and if applicable, a check of the appropriate agency for any identified arrests;
- Reinvestigation every 10 years after the date of the previous background check;
- Retention of investigation documentation in accordance with applicable laws & rules.

The County must include in the requirement for validation of citizenship/residency:

- Validate citizenship/residency to confirm the subject's eligibility to legally work in the United States;
- Utilize Form I-9 and supporting documents;
- Verify employment status through the E-Verify system.

A conditional offer of employment will be made contingent upon passing a background investigation. Criteria for withdrawal of employment offer will consist of felony and misdemeanor crimes listed below are offenses that may render any individual's background unsuitable for employment in positions that have access to FTI and do not attempt to specify every unacceptable criminal activity or questionable background.

- Fraud: welfare, insurance, financial, theft, or bribery
- Misuse of data
- Inappropriate access to data
- Theft/Burglary

Criminal background investigations results will be considered utilizing an individual assessment with any basis for denial being job-related and consistent with business necessity. Individuals subject to criminal history screening will have the opportunity to provide additional information in the event the background investigation results in an unfavorable outcome or requires clarification.

At a minimum, the following factors for the background results will be considered:

- Nature and gravity of the offense or conduct;

- The time that has passed since the offense or conduct and /or completion of the sentence; and
- The nature of the job held or sought.

Final decisions resulting in a denial will be provided in a written statement of reason for denial with instructions for appeal. Timeframes will be in accordance with existing laws, rules, and regulations.

Human Resources will be the point of contact for all background investigations per this new Background Investigations policy. Human Resources shall have at least one designated Custodian of Records (COD) and all background investigation documentation maintained in confidential records in the Human Resources Department. Department representative will be notified of the results indicating qualified, disqualified, or if there is an adverse report. Assessment of the adverse report will be shared with the Department Head per policy guidelines. We have met our meet and confer obligation with Operating Engineers Local 3# as the job classifications that will be under this new policy are included in this membership.

Thank you for considering this matter.

**Attachments:**

**Section One:**

- Plumas County Background Investigations Policy
- Exhibit A – Job Classifications with access to Federal Tax Information (FTI) Pub 1075
- Organizational Charts

**Section Two:** Confidential Forms used by Human Resources

- Notification and Authorization to Release Criminal Information for Employment Purposes and Waiver of Liability for Employment References
- Conditional Offer of Employment for Background Investigation – Personal History Statement
- Request for Live Scan Service
- Law Enforcement Agency Engagement letter
- Law Enforcement Contact Form

**Section Three:** Confidential Human Resources Records

- Confidential Check list Record
- Documentation of Background Investigation

**Section Four:**

- California Department of Child Support Services, CSSI Letter: 18.04

RESOLUTION NO. 2020-\_\_\_\_\_

**ADOPT RESOLUTION TO APPROVE EMPLOYEE BACKGROUND  
INVESTIGATION POLICY PER INTERNAL REVENUE SERVICES (IRS)  
PUBLICATION 1075**

**WHEREAS**, during the Fiscal Year needs may arise to Adopt new County Policies; and

**WHEREAS**, in accordance with Internal Revenue Services (IRS) Publication 1075, prospective and current Local Child Support Agencies (LCSA) employees, contractors, subcontractors, volunteers and agents who have access to Federal Tax Information (FTI) must undergo a background investigation prior to having access to FTI; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director and County Counsel and we are now requesting the Board of Supervisor to approve and adopt the new Background Investigation Policy; and

**WHEREAS**, the County of Plumas has met its meet and confer obligation with Operating Engineers Local #3 bargaining unit of which these job classifications are included in this new policy.

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

Adopt this Resolution approving new Background Investigation Policy according to IRS Publication 1075.

The foregoing Resolution is 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 14<sup>th</sup> day of January, 2020 by the following vote:

AYES:

NOES:

ABSENT:

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Chairperson, Board of Supervisors

ATTEST:

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Clerk of the Board

Plumas County

Background Investigations

Policy

# PLUMAS COUNTY BACKGROUND INVESTIGATIONS POLICY

## INFORMATION SECURITY

### BACKGROUND INVESTIGATION REQUIREMENTS – ACCESS TO CONFIDENTIAL INFORMATION

#### POLICY BACKGROUND

In accordance with Internal Revenue Service (IRS) Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies* (Publication 1075), County of Plumas employees who have access to Federal Tax Information (FTI) must undergo a background investigation prior to being permitted access to FTI, which includes a criminal history screening and citizenship/residency validation. A background check will be initiated for new hires once a conditional offer of employment is made to a candidate. Individuals with access to FTI must undergo reinvestigation at least every ten years.

#### APPLICABILITY

This Policy is applicable to all current and prospective employees, volunteers, agents, contractors, and subcontractors of Plumas County having access to FTI in the following departments and/or roles as identified by the County in the attached Exhibit A, which by this reference is incorporated herein, as may be amended:

1. All current and prospective employees of the Plumas County Department of Child Support, as outlined in attached Exhibit A, as updated from time to time.
2. All current and prospective employees of Plumas County Department of Social Services as outlined in attached Exhibit A, as updated from time to time.
3. All current or prospective employees of the Plumas County Public Guardian as outlined in attached Exhibit A, as updated from time to time.

#### REFERENCES AND/OR AUTHORITY

- IRS Publication 1075
- 26 United States Code (U.S.C.) § 6103
- Family Code § 17202
- Government Code §§ 1044, 12952, 19572, and 18935
- Labor Code § 432.7
- Title 2, California Code of Regulations (CCR) §§ 11017 and 11017.1
- State Personnel Board Rule 172
- Penal Code § 11105(b)

- Equal Employment Opportunity Commission (EEOC) Enforcement Guidance 915.002

## DEFINITIONS

TERM	DEFINITION
Federal Tax Information	Includes tax returns or return information received directly from IRS or obtained through an authorized secondary source, such as Social Security Administration, Federal Office of Child Support Enforcement, Bureau of the Fiscal Service, Centers for Medicare and Medicaid Services, or another entity acting on behalf of IRS pursuant to Internal Revenue Code (IRC) Section 6103(p)(2)(B).
Access to FTI	All individuals who have access to FTI to perform their official duties and as authorized under the IRC. Pursuant to need-to-know restrictions, an individual who has the authority to access FTI information should not access such information unless it is necessary to perform their official duties and for the purposes listed in IRC Section 6103.
Unauthorized Access	Unauthorized access occurs when an entity or individual knowingly or due to gross negligence receives or has access to FTI without authority, as defined in IRC Section 6103.
Criminal History Screening	Includes a review of Federal Bureau of Investigation (FBI) fingerprint results through the State Identification Bureau (California Department of Justice [DOJ]) to identify suitability for employment, and a check of local law enforcement agencies where the subject has lived, worked and/or attended school within the last five (5) years prior to the investigation.
Citizenship/Residency Validation	Validation of an individual's eligibility to legally work in the United States using the United States Citizenship and Immigration Services (USCIS) Form I-9 and USCIS E-Verify System. This requirement applies to employment candidates only.
Custodian of Records	Individual designated by an agency as responsible for the hiring decisions, the security, storage, dissemination, and destruction of the criminal records furnished to the agency, and who serves as the primary contact for DOJ for any related issues.

TERM	DEFINITION
Reinvestigation	Includes a redetermination of the criminal history screening, based on new information obtained since the last screening, including local arrest information if the employee has lived, worked, or attended school in another state/county. At a minimum, reinvestigations will occur within 10 years from the date of the previous investigation. Subsequent arrest notifications shall be requested as required under Government Code Section 1044(d).
Criminal History Information	Information obtained through the screening process, excluding criminal history prohibited for consideration by state and federal statutes, rules, and regulations (e.g. conviction judicially dismissed).
E-Verify	A USCIS internet-based system that compares information from Employment Eligibility Verification (Form I-9) to government records to confirm an individual is authorized to work in the US.
Internal Revenue Service Office of Safeguards	United States federal agency responsible for ensuring that federal, state and local agencies receiving FTI protect it as if the information remained in IRS's hands.
Department of Justice	State agency mandated to maintain the statewide criminal record repository for the State of California.

## DEFINITIONS

### Access to FTI

Includes individuals who require access to FTI to perform their official duties and as authorized under 26 U.S. Code Section 6103. Pursuant to need-to-know restrictions, an individual who has the authority to access FTI information should not access such information unless it is necessary to perform his/her official duties and for purposes listed in U.C. Code section 6103.

### Direct Access to FTI

FTI includes tax return or return information received directly from the IRS or obtained through an authorized secondary source, such as the Social Security Administration (SSA), Federal Office of Child Support Enforcement (OCSE), Bureau of the Fiscal Service (BFS) Centers for Medicare and Medicaid Services (CMS), or other entity acting on behalf of the IRS pursuant to an IRC 6103 Agreement.

FTI access also includes, but is not limited to, the IRS Asset and Beneficiary Earnings Exchange Record (BEER) matches produced as part of the Income and Eligibility Verification System (IEVS), the Child Support Enforcement (CSE) system access, hard copy documents, reports, forms, and any other paper or electronic media that contains FTI.

## PROCEDURES AND/OR GUIDELINES

Plumas County is responsible for identifying each position that provides individuals with access to FTI. Identified individuals must undergo and pass a background investigation prior to being permitted access to FTI and are subject to reinvestigation every ten (10) years thereafter.

The minimum requirements of the background investigation include:

- Review of FBI fingerprint results that include criminal history in all 50 states (FD-258).
- Review of California Department of Justice (DOJ) fingerprint results.
- Check of local Law Enforcement (LE) agencies where the subject of the background investigation has lived, worked, and/or attended school outside of California for any portion of the last five (5) years.
- Reinvestigate each individual with access to FTI within ten (10) years from the date of the previous background investigation.

Validation of citizenship/residency for employment candidates shall include the following:

- Validate citizenship/residency to confirm the subject's eligibility to legally work in the United States.
- Utilization of Form I-9 and supporting documents.
  - Within three days of completion of Form I-9, verify employment status through the E-Verify System.
- Ongoing monitoring for expired employment eligibility, if applicable.

Criminal history screening for employment purposes, including reinvestigation screening, will be conducted in accordance with Federal EEOC Enforcement Guidance, California Department of Fair Employment and Housing (DFEH) rules and regulations and applicable California Labor Code provisions.

Fingerprint and criminal conviction history screening must be reflected on each position duty statement and job posting/announcement for each position with access to FTI.

Individuals who do not successfully pass the background investigation shall not be permitted to hold a position with access to FTI.

All offers of employment and work assignments are conditional pending successful completion of the policy requirements.

### Process

1. Plumas County Department Heads will track all investigation and reinvestigation dates concerning their employees, beginning with the original new-hire background completion date, and will monitor the dates to determine when reinvestigation must be initiated.
  - a. This information will be contained in the County's employee's tracking system once available.

- b. Access to this folder is limited to the Department Head of those Plumas County Department(s) which routinely handle FTI, Human Resources (HR) Director and County Counsel or designee.
- 2. Background investigation for new-hires will be conducted only after a conditional offer of employment has been made to a candidate by Plumas County.
- 3. Background checks for current employees will be conducted within sixty days of implementation of this policy.
- 4. Background reinvestigation will be conducted within ten (10) years, at a minimum, from completion of the first background and may occur sooner to more effectively facilitate coordination of multiple reinvestigations. Reinvestigations will occur every ten (10) years on the employee's anniversary date thereafter.
- 5. Once Plumas County Department Heads determines which individuals must be reinvestigated, the individual employee will be provided the *Release and Authorization* form, and the *Personal History Statement* paperwork.
  - a. The employee will have seven (7) calendar days to sign the *Release and Authorization* form, and submit the completed *Personal History Statement* and *Release* form to HR in a sealed envelope addressed to the HR Custodian of Records.

### **LiveScan Fingerprints**

- 6. The individual will be provided a *LiveScan* form for fingerprint screening through the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI).
  - a. The individual must complete the center section of the form with name, address, and other identifying information at the HR office.
  - b. *LiveScan* fingerprint screening can be conducted by the Plumas County Sheriff's Office or other designated location.
  - c. The individual must bring the original *LiveScan* form and photo identification to the fingerprint appointment.
  - d. Employees will be given County time to have fingerprints taken.
  - e. Cost of fingerprinting will be paid by the Plumas County Department which employs the employee.
- 7. Plumas County Human Resources Department is the designated receiver for Plumas County DOJ/FBI *LiveScan* results.
  - a. DOJ/FBI is a comprehensive record of all reported convictions.
  - b. Clear Results: HR Custodian of Records will send an email to the department head when individual's fingerprints come back clear with no reported arrests or convictions. Results are usually received within one week.
  - c. Delayed Results: HR Custodian of Records will send an email to the department head if there is a "delay" in receiving the fingerprint results. This

happens occasionally with the DOJ and is usually related to the volume of fingerprint requests it receives. Sometimes the delay can take several weeks. HR must not request follow up with DOJ unless the request is delayed for thirty (30) days or more.

- d. Results indicating a "hit": If there is a "hit" on the DOJ/FBI prints, HR Custodian of Record sends an email to the department head advising of this.
- e. The department head will call HR to receive the information verbally – no hardcopy print out or report from DOJ/FBI is provided to the department head.
- f. HR Custodian of Records will only provide conviction information to the department head.
- g. When information is received, conviction information will be documented in either the individual's personnel file or recruitment file.

#### Personal History Statement and Check of Local Law Enforcement Agencies

- 8. Using the information disclosed in the *Personal History Statement*, HR will request information from local law enforcement agencies where the individual has lived, worked, and/or attended school in the last five (5) years, and, if applicable, the appropriate agency for any identified arrest and/or convictions, whether misdemeanor or felony.
  - a. A *Request for Information* will be sent to the identified law enforcement agency, along with a copy of the individual's *Release and Authorization* form.
  - b. A postage paid return envelope will be included and marked: CONFIDENTIAL – ATTENTION PLUMAS COUNTY HUMAN RESOURCES.
  - c. Return of requested information from law enforcement agencies will be monitored within thirty (30) days.
  - d. If HR is waiting for arrest/conviction information and has not received a response in thirty (30) days, a second request letter for information will be sent.
  - e. If no information is received after an additional fifteen (15) days, HR will place a follow-up telephone call to the law enforcement agency.
  - f. If no information is received after forty-five (45) days from the date of the first request, HR will consider this a good faith effort to obtain arrest/conviction information.
  - g. All information received from law enforcement agencies will be included in the background file for review and consideration during the individual assessment of the criminal history.

#### Individual Assessment of Criminal History

- 9. Criminal history screening for background investigation renewal purposes will be conducted in accordance with Federal EEOC Enforcement Guidance, California Department of Fair Employment and Housing (DFEH) rules and regulations, and applicable California Labor Code provisions, as amended.
  - a. HR will complete the *Individual Assessment of Applicant's Criminal History* form.

- b. No criminal history: If the individual has no arrest or conviction history based on inquires made to obtain such information, this will be noted on the form and a copy of the form will be given to PCDCSS Director to review.
  - i. The individual will be advised in writing within five (5) business days that a reinvestigation background was completed and passed.
- c. Criminal history: All arrest and conviction information disclosed by the individual, received from law enforcement agencies, or reported on DOJ/FBI printout will be maintained by HR Custodian of Record.
- d. Arrests and conviction will be individually assessed by the Department Director to determine which offense(s) fall within the disqualification criteria (Examples of unacceptable criminal activity pursuant to State DCSS Policy include, but are not limited to, Fraud (welfare, insurance, financial, theft, bribery; Misuse of Data; Inappropriate Access of Data; Theft; Burglary.)
- e. The Department Director will consider the nature and gravity of the offense or conduct; the time that has passed since the offense or conduct occurred; and/or completion of the sentence; and the nature of the job held or sought. The basis for denial of a background must be job-related and consistent with business necessity.
- f. Individuals whose criminal history screening results in arrest(s) or conviction(s) will be notified within five (5) business days. Individuals will have the opportunity to provide additional information within five (5) business days of being notified by HR. HR will consider a reasonable extension of time for the individual to provide supporting information regarding an arrest or conviction.

## **CRITERIA FOR WITHDRAWAL OF EMPLOYMENT OFFER OR INITIATION OF DISQUALIFICATION PROCEEDINGS**

### **Disqualification Criteria**

The felony and misdemeanor crimes listed below are offenses that may render any individual's background unsuitable for employment in positions that have access to FTI and do not attempt to specify every unacceptable criminal activity or questionable background.

- Fraud: welfare, insurance, financial, theft, or bribery
- Misuse of data
- Inappropriate access to data
- Theft/Burglary
- Other crimes of moral turpitude

Criminal background investigation results will be considered utilizing an individual assessment with any basis for denial being job-related and consistent with business necessity. The factors that are relevant in assessing whether an exclusion is job related for the position in question and consistent with business necessity are:

- The nature and gravity of the offense or conduct;

- The time that has passed since the offense or conduct and/or completion of the sentence; and
- The nature of the job held or sought.

Individuals subject to criminal history screening will have the opportunity to provide additional information within five (5) business days of notice in the event the background investigation results in an unfavorable outcome or requires clarification. An employee whose classification is represented by a labor organization may request representation when providing additional information regarding arrests or convictions. Discrepancies in information provided in the Personal History Statement and the results of the investigation may be clarified by the applicant. Final decisions resulting in a denial of employment will be provided in a written statement of reason for denial with instructions for appeal. Time frames will be in accordance with existing laws, rules, and regulations.

With respect to employees, the use of information received as a result of the requires subsequent 10-year reinvestigation of employees is limited to convictions that will disqualify an individual from accessing or having access to FTI in the course and scope of their employment. The decision to initiate the disciplinary process will be based on factors that include, but are not limited to, the seriousness of the offense committed, the nature and background of the offense, the length of time which has passed since the conviction, and whether or not the facts that constituted a conviction are still a crime under current statutes and guidelines.

The decision to withdraw an employment offer (applicant) or begin the disqualification process (employee) will be done on a case-by-case basis after review of the documents and completion of the background investigation. Decisions made under this policy and in accordance with state and federal regulations and policies are final and not subject to review or appeal when pertaining to prospective employees.

If it is determined the employee is in violation of a County policy or Department Rule, the matter will be addressed using existing Plumas County Personnel Rules, Rules 16 and 18. A represented employee may request a representative of their choice, including but not limited to, a union representation as noted above.

Final decisions resulting in an adverse employment action based on arrest or conviction history will be provided in a written statement of the reason for denial and subsequent action. Employee will be entitled to all pre-discipline and post-discipline due process requirements as outlines in Plumas County Personnel Rules, Rules 16 and 18, the current Memorandum of Understanding between the County of Plumas and International Union of Operating Engineers, Local 3, and California law,

## **CITIZENSHIP/RESIDENCY VALIDATION**

All new hires for Plumas County are required to complete an I-9 to verify citizenship and residency for employment through the E-Verify, a Division of U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services.

## **EFFECTIVE DATE**

This Policy is to remain in effect as approved by the Board of Supervisors until rescinded by the same at the request of an executive level officer, i.e. Department Director or designee.

## Section One:

- Plumas County Background Investigations Policy
- Exhibit A – Job Classifications with access to Federal Tax Information (FTI) Pub 1075
- Organizational Charts

Exhibit A

Job Classifications with access to Federal Tax Information (FTI) – Pub 1075

**Child Support Services:**

Child Support Director  
Child Support Assistant Director  
Child Support Legal Clerk  
Child Support Assistant  
Child Support Specialists I/II/III

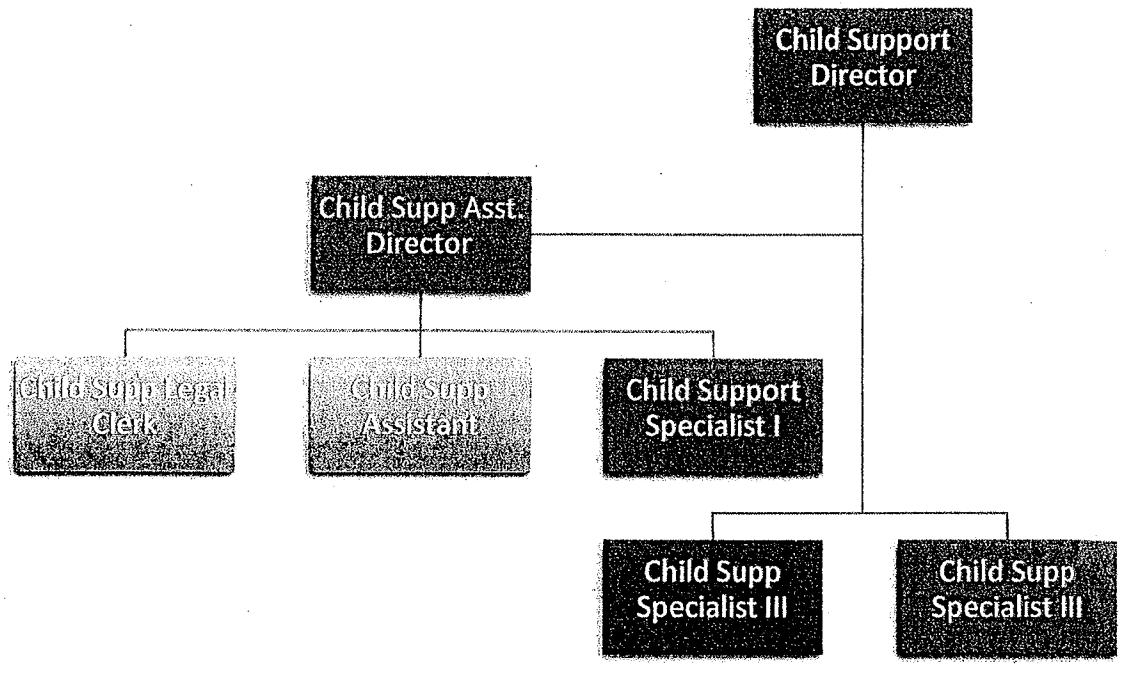
**Department of Social Services:**

Social Services Director-Public Guardian- Public Conservator  
Deputy Director Social Services - Program Manager  
Employment I Financial Services Program Manager  
Administrative Services Division Staff Services Manager  
Eligibility Specialist Supervisor  
Eligibility Specialists  
Employment & Training Supervisor  
Employment & Training Workers  
Office Supervisors  
Office Assistants  
Information System Technician  
Fiscal Technical Services Assistants I/II/III  
Staff Services Analysts  
Staff Services Specialist  
Social Services Supervisors I/II  
Senior Social Workers  
Social Workers I/II/III  
Social Services Aide  
Welfare Fraud Investigator I/II  
*CPS Nurse (Public Health Contracted position)*

**Plumas County Public Guardian**

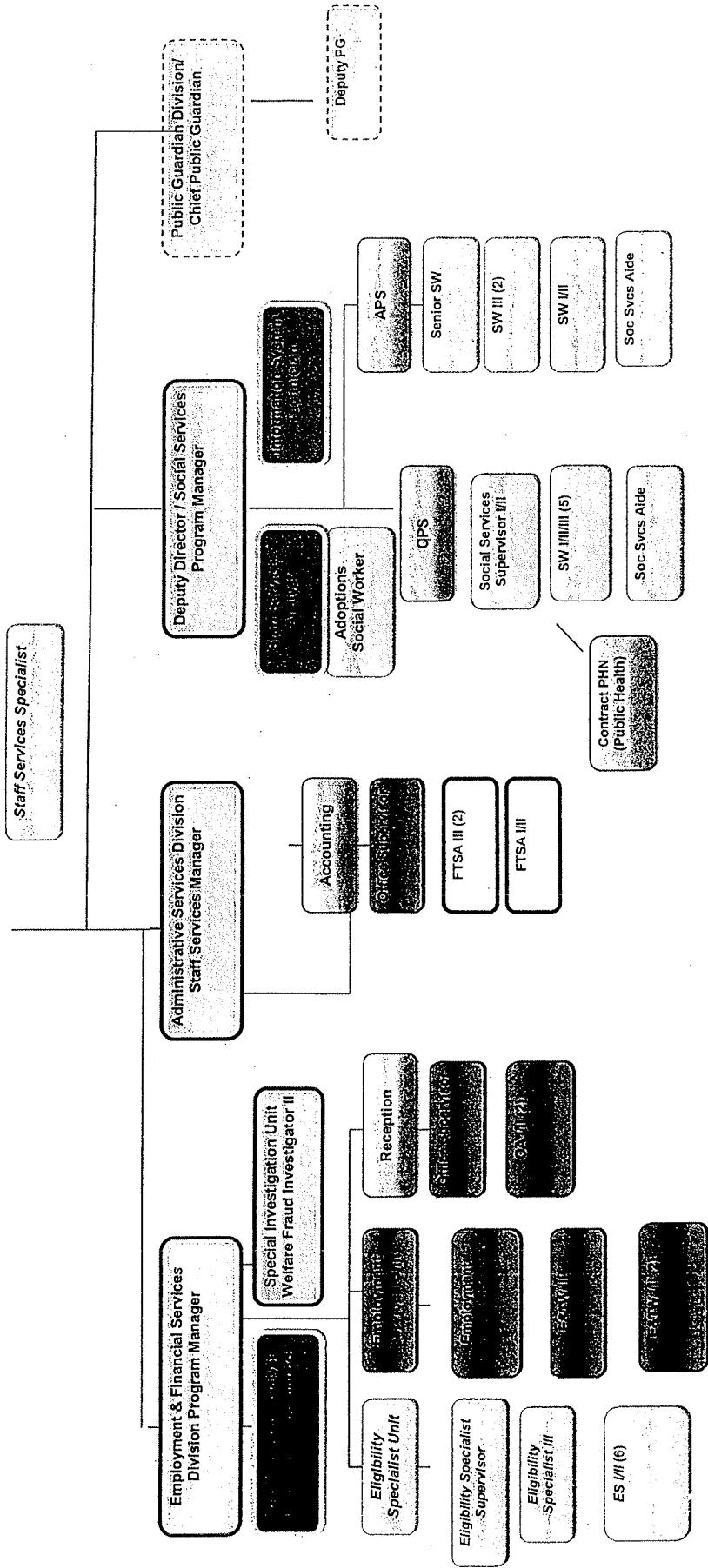
Chief Deputy Public Guardian - Conservator  
Deputy Public Guardian

**PLUMAS COUNTY DCSS**  
**ORG CHART**  
**2019/2020**



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

**DIRECTOR**



## Section Two: Confidential Forms used by Human Resources

- Notification and Authorization to Release Criminal Information for Employment Purposes and Waiver of Liability for Employment References
- Conditional Offer of Employment for Background Investigation – Personal History Statement
- Request for Live Scan Service
- Law Enforcement Agency Engagement letter
- Law Enforcement Contact Form

# **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



## **CONFIDENTIAL**

### **Notification and Authorization to Release Criminal Information for Employment Purposes and Waiver of Liability for Employment References**

Print Name: \_\_\_\_\_  
(First) (Middle) (Last)

Former Legal Name(s): \_\_\_\_\_

Current Address: \_\_\_\_\_  
(Street) (City) (State/Zip)

Previous Address: \_\_\_\_\_  
(Street) (City) (State/Zip)

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Driver's License Number/State: \_\_\_\_\_

I would like to receive a copy of this report: Yes \_\_\_\_\_ No \_\_\_\_\_

#### **Notification**

The position for which I am being considered requires me to consent to a criminal background check as a condition of employment. This check includes the following: Criminal history reference searches for felony and misdemeanor convictions at the county and federal levels of every jurisdiction where I currently reside or where I have resided during the past five (5) years; and sex offender registry searches at the county and federal levels in every jurisdiction where I currently reside or where I have resided.

I understand my background check may include, but is not limited to the following areas: verification of social security number, credit reports, current and previous residences, employment history, education background, character references, drug testing, civil and criminal history records

# DEPARTMENT OF HUMAN RESOURCES

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## CONFIDENTIAL Conditional Offer of Employment for Background Investigation

### Personal History Statement

The County of Plumas is offering an offer of employment for the position of \_\_\_\_\_ that is a conditional offer based on passing your criminal background investigation. This requirement is under Plumas County Background Investigations Policy, Publication 1075, which is specific to employees who will have access to Federal Tax Information.

The following actions may prevent you from passing the background investigation: failure to disclose information; falsifying information; withholding information; failure to answer all questions on this form completely and accurately. The above actions may result withdrawal of offer of employment, rejection during probation, or potential termination of employment.

All personnel and criminal history information are confidential records and kept in the Human Resources Department. Only authorized County of Plumas employees can access and evaluate background records.

### PERSONAL INFORMATION

Full Legal Name (First, Middle, Last Suffix)		Social Security Number
Other names used (e.g., also known as names, maiden name)		Gender <input type="checkbox"/> Nonbinary <input type="checkbox"/> Male <input type="checkbox"/> Female
Date of Birth		
Address		
Number and Street		
City	State	ZIP Code
Contact Numbers and Email Address		
Cell Phone	Home Phone	Work Phone
Email address		

## LEGAL INFORMATION

Check the correct box for each question. If you require more space, attach an additional sheet with clarifying comments, your signature and date.

You are not required to list any of the following convictions:

- Minor traffic violations (e.g., unsafe driving, running a stop light, seat belt or parking).
- Offenses settled in the juvenile court or under the welfare youth offender law or if you were discharged from the control of the Youthful Offender Parole Board under the Welfare and Institutions Code Sections 1179 and 1772.
- Convictions that have been expunged or dismissed pursuant to law.
- Convictions which resulted in participation in any diversion program.
- Convictions which have been sealed by a court.
- Convictions which were deleted under the Health and Safety Code Section 11361.5.
- Pardons granted under Penal Code Section 4852.16.

*If you have any questions regarding convictions you are required to list, consult your legal counsel.*

1. Other than those identified above, have you ever been convicted of a misdemeanor?

Yes       No

2. Other than those identified above, have you ever been convicted of a felony?

Yes       No

If you answered Yes to Questions 1 or 2 above, you must list the conviction details below.

Date	Location (City, State)	Charges (Theft, possession, DUI)	Sentence (Fine, probation, jail)	Type of Conviction (Misdemeanor, felony)

3. Do you currently have criminal charges pending against you?  Yes       No

If you answered Yes to Question 3, you must list the details of the pending charges below.

Date	Location (City, State)	Nature of Charges (Theft, possession, DUI)

4. Are you currently under any formal or informal supervision, such as probation or parole, for a conviction of any state or federal violation?  Yes  No

If you answered Yes to Question 4, you must list the conviction details below.

Date	Location (City, State)	Type of Conviction (Misdemeanor/ Felony)	Probation or Parole	Period of Time

If you identified any convictions above, you may provide additional information regarding the circumstances of the conviction along with any diversion programs or rehabilitation efforts completed.

5. List the places you have lived, worked or attended schools during the last five (5) years. You must identify what other Cities, Counties, States or Countries you have lived. If additional space is needed, attach additional pages.

Location (City, County, State, Country)	From Date	To Date

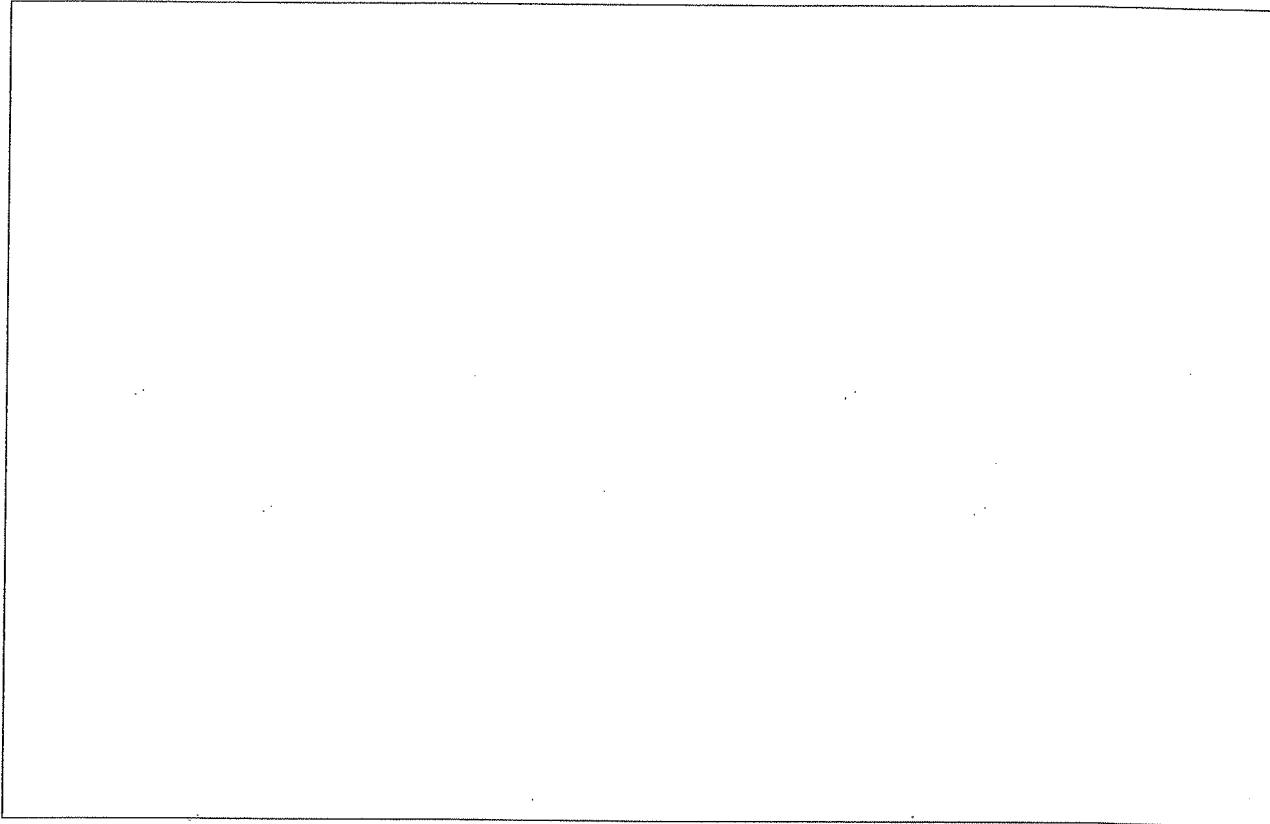
## EMPLOYMENT INFORMATION

6. Have you ever been fired, dismissed, terminated, or had an employment contract terminated from any position for performance or for disciplinary reasons? (Applicants who have been rejected during a probationary period, or whose dismissals or terminations have been overturned, withdrawn [unilaterally or as part of a settlement agreement] or revoked need not answer "Yes".)  Yes  No

7. Have you ever entered into any written agreement with a state agency in which you agreed not to seek or accept subsequent employment with the state or any state agency

Yes  No

If you answered Yes to question 6 and/or 7, you must provide date, business/department name, and a detailed explanation. If additional space is needed, attach additional pages with explanation, your signature, and date.



#### CERTIFICATION

I hereby certify that I have personally completed and signed this form and any attached supplemental pages(s) and that all statements made are true and complete to the best of my knowledge and belief. I understand that falsifying, withholding information, failure to answer all questions completely and accurately, and misstatement of a material fact on the Personal History Statement may subject me to disqualification, withdrawal of employment offer, or if I have been appointed, disqualify me from continued employment with the County of Plumas.

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



## REQUEST FOR LIVE SCAN SERVICE

### Applicant Submission

(1) Agency's Assigned ORI Number \_\_\_\_\_

ORI (Code assigned by DOJ) \_\_\_\_\_

(2) Authorized Applicant Type \_\_\_\_\_

Authorized Applicant Type \_\_\_\_\_

(3) Job Title/Type of License \_\_\_\_\_

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned) \_\_\_\_\_

Contributing Agency Information:

(4) \_\_\_\_\_

Agency Authorized to Receive Criminal Record Information \_\_\_\_\_

(5) \_\_\_\_\_

Mail Code (five-digit code assigned by DOJ) \_\_\_\_\_

Street Address or P.O. Box \_\_\_\_\_

(6) Custodian of Record \_\_\_\_\_

Contact Name (mandatory for all school submissions) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Contact Telephone Number \_\_\_\_\_

Applicant Information:

(7) \_\_\_\_\_

Last Name \_\_\_\_\_

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Suffix \_\_\_\_\_

Other Name \_\_\_\_\_

First \_\_\_\_\_ Suffix \_\_\_\_\_

(AKA or Alias) Last \_\_\_\_\_

Date of Birth \_\_\_\_\_ Sex  Male  Female \_\_\_\_\_

Driver's License Number \_\_\_\_\_

Height \_\_\_\_\_ Weight \_\_\_\_\_ Eye Color \_\_\_\_\_ Hair Color \_\_\_\_\_

Billing Number (8) \_\_\_\_\_

(Agency Billing Number) \_\_\_\_\_

Place of Birth (State or Country) \_\_\_\_\_ Social Security Number \_\_\_\_\_

Misc. Number \_\_\_\_\_

(Other Identification Number) \_\_\_\_\_

Home (9) \_\_\_\_\_

Address Street Address or P.O. Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Address Street Address or P.O. Box \_\_\_\_\_

OCA Number: (10) \_\_\_\_\_

(11) \_\_\_\_\_

Level of Service:  DOJ  FBI \_\_\_\_\_

OCA Number (Agency Identifying Number) \_\_\_\_\_

If re-submission, list original ATI number: (12) \_\_\_\_\_

(Must provide proof of rejection) \_\_\_\_\_

Original ATI Number \_\_\_\_\_

Employer (Additional response for agencies specified by statute):

(13) \_\_\_\_\_

Employer Name \_\_\_\_\_

Mail Code (five digit code assigned by DOJ) \_\_\_\_\_

Street Address or P.O. Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Telephone Number (optional) \_\_\_\_\_

Live Scan Transaction Completed By: \_\_\_\_\_

Name of Operator \_\_\_\_\_

Date \_\_\_\_\_

Transmitting Agency \_\_\_\_\_ LSID \_\_\_\_\_

(14) \_\_\_\_\_

ATI Number \_\_\_\_\_ Amount Collected/Billed \_\_\_\_\_

# DEPARTMENT OF HUMAN RESOURCES

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(530) 283-6444 FAX (530) 283-6160

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



Date

Law Enforcement Agency

Address

City, State Zip

**SUBJECT:** Employment Background Investigation

Applicant Name:

Dear Law Enforcement Agency:

The above referenced individual has applied for employment or is currently employed with the County of Plumas. In accordance with Internal Revenue Service (IRS) Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies, Plumas County must conduct a background investigation on current and prospective employees that will have access to Federal Tax Information in connection with their employment.

The applicant has reported the he/she previously lived, worked and/or attended school within your County/City of Jurisdiction. We are requesting your assistance in determining if any of the following information is on file with your agency:

- Any convictions of criminal offenses.
- Arrest and or detention information for which the applicant is out on bail or on his or her own recognizance pending trial.
- Is currently incarcerated.

A signed Authorization to Release Information from the designee is enclosed attached. Please complete the attached pages and return it using the enclosed self-addressed stamped envelope.

If your agency has questions, please contact the Plumas County Human Resources Department at (530) 283-6444.

Sincerely,

HR Employee Name

Title

## LAW ENFORCEMENT CONTACT FORM

Applicant Name \_\_\_\_\_

Former Legal Name(s) \_\_\_\_\_

DOB \_\_\_\_\_ SSN \_\_\_\_\_ Driver License No. /State \_\_\_\_\_

NO CONTACTS

CONTACT RECORDS FOUND

Please check Contact Type:	<input type="checkbox"/> Infraction Arrest/Conviction	<input type="checkbox"/> Misdemeanor Arrest/Conviction	<input type="checkbox"/> Felony Arrest/Conviction
----------------------------	--	---	--

Date:

Charges:

Brief Description:

Please check Contact Type:	<input type="checkbox"/> Infraction Arrest/Conviction	<input type="checkbox"/> Misdemeanor Arrest/Conviction	<input type="checkbox"/> Felony Arrest/Conviction
----------------------------	--	---	--

Date:

Charges:

Brief Description:

Please check Contact Type:	<input type="checkbox"/> Infraction Arrest/Conviction	<input type="checkbox"/> Misdemeanor Arrest/Conviction	<input type="checkbox"/> Felony Arrest/Conviction
----------------------------	--	---	--

Date:

Charges:

Brief Description:

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

Authorized Agency Personnel Information:

*Signature*

*Date*

*Print Name*

*Job Title*

*Contact phone number*

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

## Section Three: Confidential Human Resources Records

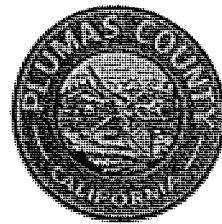
- Confidential Check list Record
- Documentation of Background Investigation

# **DEPARTMENT OF HUMAN RESOURCES**

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Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



## **Confidential Record –Background Checklist**

### **Background Report**

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

Department: \_\_\_\_\_ Position: \_\_\_\_\_

Date of final report: \_\_\_\_\_ Type: Initial: \_\_\_\_\_ Reinvestigation: \_\_\_\_\_

Completed forms checklist:

- Conditional Offer of Employment signed**
- Personal History Statement**
- Background questionnaire**
- I-9 form completed**
- E-Verify Status: Date completed: \_\_\_\_\_ Date reviewed: \_\_\_\_\_**
- DOJ/FBI Live Scan**
- Other: \_\_\_\_\_**
- Law Enforcement Contacted: \_\_\_\_\_  
Name & County/City contacted/results attached**

**Date sent: \_\_\_\_\_ Date returned: \_\_\_\_\_**

- Law Enforcement Contacted: \_\_\_\_\_  
Name & County/City contacted/results attached**

**Date sent: \_\_\_\_\_ Date returned: \_\_\_\_\_**

(See copy of Law Enforcement Contact Form / Attach pages for additional contacts as needed)

Background Results:

DOJ/FBI Live Scan results: Qualified: \_\_\_\_\_ Adverse Results: \_\_\_\_\_

If adverse, report information:

Department: \_\_\_\_\_

Department Head: \_\_\_\_\_

Adverse results / justification:

---

---

---

---

Recommendation:

Qualified \_\_\_\_\_

Disqualified \_\_\_\_\_

Authorized Human Resources Information:

---

Signature

---

Date

---

Print Name

---

Job Title

Final ruling:

Qualified \_\_\_\_\_

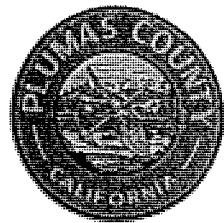
Disqualified \_\_\_\_\_

# **DEPARTMENT OF HUMAN RESOURCES**

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Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



## Documentation of Background Investigation – Confidential Records

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_

Position: \_\_\_\_\_

Investigation Type:  Initial  Reinvestigation

Date Received:

Date of Signed Authorization: \_\_\_\_\_

Form I-9 Date Provided: \_\_\_\_\_ Date Completed: \_\_\_\_\_

DOJ/FBI Live Scan Date Completed: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_

DOJ Returns:  Qualified  Disqualified

FBI Returns:  Qualified  Disqualified

E-Verify Status Date Completed: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_

Background Questionnaire Date Provided: \_\_\_\_\_ Date Returned: \_\_\_\_\_

Agency Letters *Agency:* \_\_\_\_\_

*Sent:* \_\_\_\_\_ *Returned:* \_\_\_\_\_

*Agency:* \_\_\_\_\_

*Sent:* \_\_\_\_\_ *Returned:* \_\_\_\_\_

*Agency:* \_\_\_\_\_

*Sent:* \_\_\_\_\_ *Returned:* \_\_\_\_\_

Employee Name: \_\_\_\_\_

Agency Letters

Agency: \_\_\_\_\_

Sent: \_\_\_\_\_

Returned: \_\_\_\_\_

Agency: \_\_\_\_\_

Sent: \_\_\_\_\_

Returned: \_\_\_\_\_

Agency Returns:  Qualified

Disqualified

Director Recommendation:

Qualified

Disqualified

Justification: \_\_\_\_\_

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

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

Director or Designee Recommendation

Qualified

Disqualified

Justification: \_\_\_\_\_

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

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

Final Ruling:  Qualified       Disqualified

## Section Four:

- California Department of Child Support Services,  
CSSI Letter: 18.04

**CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES**

P.O. Box 419064, Rancho Cordova, CA 95741-9064



August 18, 2018

CSSI LETTER: 18-04

ALL IV-D DIRECTORS

Reason for this Transmittal

State Law, Regulation and/or Change  
 Federal Law, Regulation Change  
 Court Order or Settlement Change  
 Clarification requested by One or More Counties  
 Initiated by DCSS

**SUBJECT: INTERNAL REVENUE SERVICE PUBLICATION 1075 BACKGROUND INVESTIGATION REQUIREMENTS FOR ACCESS TO FEDERAL TAX INFORMATION**

The purpose of this letter is to provide the local child support agencies (LCSAs) with guidance regarding the background investigation (BI) requirements set forth in Internal Revenue Service (IRS) Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies* (Publication 1075).

In accordance with Publication 1075, prospective and current LCSA employees, contractors, subcontractors, volunteers and agents who have access to Federal Tax Information (FTI) must undergo a background investigation prior to being permitted access to FTI, which includes a criminal history screening and citizenship/residency validation. FTI includes return or return information received directly from the IRS or obtained through an authorized secondary source, such as the Social Security Administration and Federal Office of Child Support Enforcement. Individuals with access to FTI must undergo reinvestigation at least every 10 years.

**Authority**

- IRS Publication 1075
- 26 United States Code (U.S.C.) § 6103
- Family Code § 17202
- Government Code §§ 1044, 12952, 19572, and 18935
- Labor Code § 432.7
- Title 2, California Code of Regulations (CCR) §§ 11017 and 11017.1
- State Personnel Board Rule 172
- Penal Code § 11105(b)
- Equal Employment Opportunity Commission (EEOC) Enforcement Guidance 915.002

Validation of citizenship/residency for employment candidates shall include the following:

- Validate citizenship/residency to confirm the subject's eligibility to legally work in the United States.
- Utilization of Form I-9 and supporting documents.
- Within three days of completion, verify employment status through the E-Verify system.

LCSAs may be subject to local laws and city ordinances that provide additional limitations. Refer to your local legal counsel and human resources to ensure compliance with existing laws and regulations. The LCSAs should include in their policy and procedures any other information necessary to comply with the BI requirements.

### **Consideration of BI Results and Employment Verification**

Individual assessment of BI results must comply with state laws, rules and regulations referenced in the authority section of this policy. Local laws, rules and ordinances must also be adhered to for BI requirements.

### **10-Year Re-Investigation Requirement**

A BI must be performed on individuals ten years after the initial BI is completed, and every 10 years thereafter.

The DOJ provides an additional service, the Subsequent Arrest Notification Service, referred to as "Rap Back." The Rap Back transmits updates when new arrests or convictions are added to the individual's record. The Rap Back service provides information for California arrests and convictions only. Therefore, a complete reinvestigation must occur.

For questions regarding background investigation requirements, please contact the Department of Child Support Services, Human Resources Branch at (916) 464-3470 or [dcssbackgrounds@dcss.ca.gov](mailto:dcssbackgrounds@dcss.ca.gov).

Sincerely,

O/S

IRENE BRIGGS  
Deputy Director  
Administrative Services Division

Attachments

TERM	DEFINITION
Federal Tax Information	Service, Centers for Medicare and Medicaid Services, or another entity acting on behalf of IRS pursuant to Internal Revenue Code (IRC) Section 6103(p)(2)(B).
Access to FTI	<ul style="list-style-type: none"> <li>• All individuals who have access to FTI to perform their official duties and as authorized under the IRC. Pursuant to need-to-know restrictions, an individual who has the authority to access FTI information should not access such information unless it is necessary to perform their official duties and for the purposes listed in IRC Section 6103.</li> </ul>
Unauthorized Access	<ul style="list-style-type: none"> <li>• Unauthorized access occurs when an entity or individual knowingly or due to gross negligence receives or has access to FTI without authority, as defined in IRC Section 6103.</li> </ul>
Criminal History Screening	<ul style="list-style-type: none"> <li>• Includes a review of Federal Bureau of Investigation (FBI) fingerprint results through the State Identification Bureau (California Department of Justice [DOJ]) to identify suitability for employment, and a check of local law enforcement agencies where the subject has lived, worked and/or attended school within the last five (5) years prior to the investigation.</li> </ul>
Citizenship/Residency Validation	<ul style="list-style-type: none"> <li>• Validation of an individual's eligibility to legally work in the United States using the United States Citizenship and Immigration Services (USCIS) Form I-9 and USCIS E-Verify System. This requirement applies to employment candidates only.</li> </ul>
Custodian of Records	<ul style="list-style-type: none"> <li>• Individual designated by an agency as responsible for the hiring decisions, the security, storage, dissemination, and destruction of the criminal records furnished to the agency, and who serves as the primary contact for DOJ for any related issues.</li> </ul>
Reinvestigation	<ul style="list-style-type: none"> <li>• Includes a redetermination of the criminal history screening, based on new information obtained since the last screening, including local arrest information if the employee has lived, worked, or attended school in another state/county. At a minimum, reinvestigations will occur within 10 years from the date of the previous investigation. Subsequent arrest notifications shall be requested</li> </ul>

FTI access includes, but is not limited to, Child Support Enforcement system access, hard copy documents, reports, forms, and any other paper or electronic media that contains FTI.

Criminal history screening for employment purposes, including reinvestigation screening, will be conducted in accordance with Federal EEOC Enforcement Guidance, California Department of Fair Employment and Housing (DFEH) rules and regulations, and applicable California Labor Code provisions.

Fingerprint and criminal history screening must be reflected on each position duty statement and job posting/announcement for each position with access to FTI.

Individuals who do not successfully pass the background investigation shall not be permitted to hold a position with access to FTI.

All offers of employment and work assignments are conditional pending successful completion of the policy requirements.

#### **CRITERIA FOR WITHDRAWAL OF EMPLOYMENT OFFER**

The felony and misdemeanor crimes listed below are offenses that may render any individual's background unsuitable for employment in positions that have access to FTI and do not attempt to specify every unacceptable criminal activity or questionable background.

- Fraud: welfare, insurance, financial, theft, or bribery
- Misuse of data
- Inappropriate access to data
- Theft/Burglary

Criminal background investigation results will be considered utilizing an individual assessment with any basis for denial being job-related and consistent with business necessity. Individuals subject to criminal history screening will have the opportunity to provide additional information in the event the background investigation results in an unfavorable outcome or requires clarification. Final decisions resulting in a denial will be provided in a written statement of reason for denial with instructions for appeal. Timeframes will be in accordance with existing laws, rules, and regulations.

#### **CONTACT INFORMATION**

Any questions regarding interpretation or implementation of this Policy shall be referred to the California Department of Child Support Services, Human Resources Branch at (916) 464-3470, or by email to [dcssbackgrounds@dcss.ca.gov](mailto:dcssbackgrounds@dcss.ca.gov).



## PERSONAL HISTORY STATEMENT

The Department of Child Support Services (DCSS) conducts a background investigation on employees and contractors/vendors pursuant to Government Code section 1044. DCSS submits your fingerprints to the Department of Justice (DOJ) and Federal Bureau of Investigations (FBI) to obtain criminal history reports. Failure to disclose information, falsifying information, or failure to answer all questions on this form completely and accurately may prevent you from passing the background investigation. Such actions may also cause your name to be withheld from DCSS's certification list or result in disciplinary action, up to and including termination.

We treat all criminal history information as private and confidential. Only DCSS employees authorized to evaluate background records are allowed access.

### PERSONAL INFORMATION

Full Legal Name (First, Middle, Last, Suffix)		Social Security Number
Other names used (e.g., also known as names, maiden name)	Gender	Date of Birth
Address		
Number and Street		
City	State	ZIP Code
Contact Numbers and Email Address		
Cell phone	Home phone	Work phone
Email address		

### LEGAL INFORMATION

Check the correct box for each question. If you require more space, attach an additional sheet with clarifying comments, your signature, and date.

You are not required to list any of the following convictions:

- Minor traffic violations (e.g., unsafe driving, running a stop light, seat belt, or parking).
- Offenses settled in the juvenile court or under the welfare youth offender law or if you were discharged from the control of the Youthful Offender Parole Board under the Welfare and Institutions Code Sections 1179 and 1772.
- Convictions that have been expunged or dismissed pursuant to law.
- Convictions which resulted in participation in any diversion program.
- Convictions which have been sealed by a court.
- Convictions which were deleted under the Health and Safety Code Section 11361.5.
- Pardons granted under Penal Code Section 4852.16.

*If you have any questions regarding convictions you are required to list, consult your legal counsel.*

### EMPLOYMENT INFORMATION

6. Have you ever been fired, dismissed, terminated, or had an employment contract terminated from any position for performance or for disciplinary reasons? Yes No
7. Have you ever entered into any written agreement with a state agency in which you agreed not to seek or accept subsequent employment with the state or any state agency? Yes No
8. Have you ever entered into any written agreement with a state agency involving an adverse action, rejection on probation, or AWOL termination, in which you agreed not to seek or accept subsequent employment with a particular state agency? Yes No

If you answered Yes to question 6, 7 and/or 8, you must provide date, business/department name, and a detailed explanation. If additional space is needed, attach additional pages with explanation, your signature, and date.

### IF YOU ARE HIRED BY DCSS

Pursuant to Government Code section 1044 and Penal Code section 11105.2(a), DCSS will be notified of all subsequent arrests and convictions. A new criminal conviction or arrest for an offense with a nexus to the job and/or crime of moral turpitude may result in disciplinary action, up to and including termination.

### CERTIFICATION

I hereby certify that I have personally completed and signed this form and any attached supplemental page(s) and that all statements made are true and complete to the best of my knowledge and belief. I understand that falsifying, withholding information, failure to answer all questions completely and accurately, and misstatement of a material fact on the Personal History Statement may subject me to disqualification, have my name withheld from DCSS's certification list, or, if I have been appointed, disqualify me from continued employment with the Department of Child Support Services.

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

## **SECURING CONFIDENTIAL INFORMATION**

### **POLICY**

This policy establishes the minimum requirements for securing confidential information about our employees, customers and vendors. Securing confidential information is required. Confidential information must be secured in work areas when the confidential information is not in use or when an employee leaves his/her work area. Securing confidential information is one of the top strategies employed to reduce the risk of security breaches in the work area.

### **APPLICABILITY**

This policy is applicable to all employees of Department of Child Support Services (DCSS) including those employed in part-time, intermittent, limited-term and non-testing classifications. It also applies to contracted student assistants and personal services contractors.

### **REFERENCES AND/OR AUTHORITY**

- Internal Revenue Service Publication 1075, § 4
- Internal Revenue Code 6103 (b)(2)(B)
- Department of Child Support Services Information Security Manual, § 6000
- National Institute of Standards and Technology Special Publication 800-53 PE-3
- California State Administrative Manual, § 5310 et seq.
- California Civil Code §§ 1798.3 and 1798.29 Security Awareness for Everyone Training

### **DEFINITIONS**

TERM	DEFINITION
Confidential Information	<ul style="list-style-type: none"><li>• Information that does not meet the definition of "public records" set forth in California Government Code section 6252(e) or is exempt from disclosure under any of the provisions of section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or</li><li>• Is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by DCSS; or</li><li>• Is "personal information"; or</li><li>• Is Federal Tax Information</li></ul>

TERM	DEFINITION
	<ul style="list-style-type: none"><li>Is protected from disclosure under applicable state or federal law.</li></ul>
Federal Tax Information	<ul style="list-style-type: none"><li>Includes federal tax returns or return information received directly from the IRS or obtained through an authorized secondary source, such as Social Security Administration, Federal Office of Child Support Enforcement, Bureau of the Fiscal Service, Centers for Medicare and Medicaid Services, or another entity acting on behalf of the IRS pursuant to Internal Revenue Code (IRC) section 6103(p)(2)(B).</li></ul>
Work Area	<ul style="list-style-type: none"><li>The space that is occupied during the work day that is typically an office or cubicle. This includes but is not limited to the following: counters, shelves, drawers, monitors, hard drive, trash receptacles, recycle bins, printers and floor area.</li></ul>
Electronic Information	<ul style="list-style-type: none"><li>Information that is accessed by utilizing a computer or personal electronic device. This includes but is not limited to the following: Child Support Enforcement system, folders on network drives, email, CD-ROMs, DVDs or flash drives.</li></ul>
Physical Information	<ul style="list-style-type: none"><li>Information that is hard copied, including, but not limited to the following: mail, printouts of electronic information, screen prints, notes and documents.</li></ul>

### **PROCEDURES AND/OR GUIDELINES**

- Employees are required to ensure that all confidential information in physical or electronic form is secure in their work area when unattended.
- Computer workstations must be locked when work area is unattended.
- File cabinets containing confidential information must be kept closed, locked and in a secure location when not in use or when unattended. Locks on wheeled file cabinets are not acceptable for securing FTI.
- Keys used for access to confidential information must not be left easily accessible at an unattended desk.
- Laptops must be either locked with a locking cable or locked away in a drawer.
- Portable DCSS devices (i.e., tablets, cell phones) must have the screen locked when left unattended for an extended period of time.
- Passwords may not be written down in any accessible location.
- All confidential documents ready for disposal must be placed in the locked confidential disposal bins.

## Department of Child Support Services

### INTERNAL REVENUE SERVICE PUBLICATION 1075 (IRS PUB 1075) QUESTIONS AND ANSWERS

SUBJECT	QUESTION	RESPONSE
1 Policy	Is the California Department of Child Support Services (DCSS) Background Investigation (BI) Requirements Policy a guideline for local child support agencies (LCSAs)?	Yes, the policy is a template for LCSAs to utilize in developing local policy in compliance with the new BI requirements. Procedures for implementing the policy should be tailored for the needs of each county consistent with the applicable local laws and rules.
2 Citizenship Residency Validation	Will an I-9 and E-Verify need to be completed for current employees?	Current employees will not be required to complete a new I-9 form and employers will not be required to use the E-Verify system to validate citizenship status for current employees under the new BI requirements. Counties may also be subject to local laws and city ordinances that provide additional limitations. Refer to your local legal counsel to ensure compliance with existing laws and regulations. The I-9 form will continue to be completed for the new employees and the E-Verify will be used to validate their employment status pursuant to the new BI requirements. To register for E-Verify go to <a href="https://www.uscis.gov/e-verify">https://www.uscis.gov/e-verify</a> .
3 Criminal History Information	How do LCSAs obtain access to criminal history information to comply with IRS PUB 1075?	Each LCSA or County Human Resources office must have at least one designated Custodian of Records (COR). The COR is the individual designated by an agency as being responsible for the security, storage, dissemination, and destruction of the criminal records furnished to the agency and who serves as the primary contact for the Department of Justice (DOJ) for any related issues pursuant to Penal Code § 11102.2(a)(1). The results from the Criminal Offenders Records Information (CORI) system may be delivered electronically through a secured file transfer protocol and will need to be retrieved by the LCSA's COR. California Government Code § 1044 authorizes DOJ to provide FBI and California arrest and conviction records to government agencies pursuant to Penal Code § 11102.2(b). Additional information is available at <a href="https://oag.ca.gov/fingerprints/custodian">https://oag.ca.gov/fingerprints/custodian</a> and <a href="https://oag.ca.gov/fingerprints">https://oag.ca.gov/fingerprints</a> .

## Department of Child Support Services

### INTERNAL REVENUE SERVICE PUBLICATION 1075 (IRS PUB 1075) QUESTIONS AND ANSWERS

SUBJECT	QUESTION	RESPONSE
6	Local Law Enforcement (LE) Check	<p>If someone lived outside of California during the last 5 years, how do we contact the local Law Enforcement (LE) agencies to get that information?</p> <p>The FBI level BI must be conducted for all individuals. A local LE check must occur if the individual has lived, worked or attended school <u>outside of California</u> within the last five (5) years. This is the minimum standard to ensure compliance with the BI requirements. The BI results received from the California DOJ is acceptable for individuals that have not lived, worked or attended school outside of California for the last five years. LCSAs may conduct California LE checks if local policy requires.</p> <p>The Personal History Statement completed by the individual will provide the locations requiring local LE contact for criminal history information. DCSS will provide a template communication that may be used to contact local LE agencies. The communication must be kept on file whether or not a response is received from the local LE agency to demonstrate an attempt to obtain the information in the event of an audit.</p> <p>California Labor Code § 432.7 and California Government Code § 12952 prohibit the use of criminal activity not resulting in a conviction to determine employment suitability, unless the criminal activity is pending trial.</p>
7	Length of Criminal History	<p>How far back can crimes be assessed for employment suitability?</p> <p>Pursuant to California Code of Regulations § 11017.1, the general rule is seven (7) years. Individual assessments should be conducted of the circumstances and nature and gravity of the offense, time passed since the offense and/or completion of the sentence and the nature of the job held or sought. Strong caution should be applied when considering conviction-related information that is seven (7) or more years old. Counties may also be subject to local laws and city ordinances that provide additional limitations. Refer to your local legal counsel to ensure compliance with existing laws and regulations. This is the minimum standard to ensure compliance with the BI results.</p>

## Department of Child Support Services

### INTERNAL REVENUE SERVICE PUBLICATION 1075 (IRS PUB 1075) QUESTIONS AND ANSWERS

SUBJECT	QUESTION	RESPONSE
12	Information Breach	What procedures must be followed if an individual without a BI is exposed to FTI?  All breaches involving protected information must be reported in accordance with information security protocols.
13	Criminal History Information	Clarify the five year and 10-year BI requirements.  LiveScan will meet the five (5) year local LE requirement if the individual has lived, worked, and/or attended school solely in California for the full five (5) years prior to the BI. However, if the individual has lived, worked, and/or attended school outside California for any portion of the prior five (5) years, counties are required to submit a request to the LE for any other state(s). Counties shall document that a request has been submitted to the out of state LE and keep a copy of the letter. This is to show proof that the county complied with the requirement, most importantly in cases when the out of state LE failed to provide a response.  Every 10 years, the FBI BI and local out of state LE inquiries must be repeated. However, upon California DOJ participation in the nationwide subsequent arrest program, the local out of state LE inquiries may not be required.
14	Disqualification Criteria	Are the disqualification criteria in the policy flexible?  BI results should be assessed on an individual basis, with any denial being job related and consistent with business necessity (i.e. nexus) per California Code of Regulations § 11017.1. Employers may also be subject to local laws and ordinances that provide additional limitations. Counties should work closely with their Legal Counsel and HR office regarding local interpretation and implementation of employment disqualification procedures.
15	Background Results	Are individuals required to be notified of the BI results?  DCSS procedures will include a notification and appeal process as referenced in California Code of Regulations § 11017.1 and Government Code § 12952. The procedures will be applicable to DCSS state civil service positions and include employer notification to the individual of the disqualifying conviction and reasonable opportunity to present evidence to dispute the disqualifying conviction. Counties should work closely with their Legal Counsel and HR office to determine local interpretation and implementation of notification and appeal procedures.

# **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971  
(530) 283-6444 FAX (530) 283-6160  
Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)

JC3



**DATE:** December 19, 2019

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director

**SUBJECT:** APPROVE DISPENSING OF PENNY GRID AS PLUMAS COUNTY'S PAY SCHEDULE EFFECTIVE JANUARY 1, 2020

**RE: DISPENSING PENNY GRID USED FOR PAYROLL BASE WAGE CALCULATIONS**

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### **IT IS RECOMMENDED THAT THE BOARD:**

It is my recommendation to dispense with the penny grid system as it has become obsolete and not effective to use with our new payroll system, Tyler Munis Payroll System.

### **BACKGROUND AND DISCUSSIONS**

It is unclear when the penny grid was first introduced to the County as the pay schedule to be referenced for all pay increases. Furthermore, is unclear if the Board of Supervisors as the official pay salary table ever officially recognized it. I have researched looking for any background documents or references as to when and why the Penny Grid was implemented by the Human Resources or Auditor's departments for the purpose of payroll.

Our new Tyler Munis payroll system has the capabilities of accurately calculating base wage percentages for cost of living and other pay adjustments. When needed, the calculations for updating pay master tables and salary master tables coordinated by HR staff through a program in the system. We are able to manage these pay updates for each bargaining unit / group, making it specific to the tables we have built.

The new system has the capabilities to manage our paymaster more efficiently, as opposed to how in past have managed pay scheduled adjustments through Pentamation. If we were to continue to use the Penny Grid, it becomes too cumbersome and time intensive for Human Resources staff to continue to update the Pay Schedule / Pay Master

for all new wage adjustments. This is an unnecessary staff burden. The new systems capability to round increases through the ten-step range is not always going to match the penny grid. It may be one penny off with some job classifications updates. However, the time it takes for staff to manually review all pay masters associated with each job classification and to match each step of the ten to the penny grid, is not an efficient use of time. This becomes a staff burden, which defeats the purpose of the new system. Other departments will be able to view Salary Tables so they can still access wage increase information when processing Personnel Action Plans (PAF).

I do believe one of the points with updating our payroll system was to bring the County forward with efficient ways of operating payroll. I am recommending the BOS recognize that the Penny Grid is no longer a useful tool. Therefore, we can dispense its use as a pay schedule reference. The penny grid may have been a convenience in the past but now is a hindrance. We now have our new system with its up to date capabilities of managing wage increases providing our department with an efficient use of time.

It is my recommendation to dispense with the Penny Grid as a reference for Plumas County pay schedules. Thank you for your consideration in this matter.



JD

## BOARD OF SUPERVISORS STAFF REPORT

**TO:** Honorable Board of Supervisors

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

**MEETING DATE:** January 14, 2020

**SUBJECT:** ITEM: RESOLUTION OF INTENTION TO REVIEW AND CONSIDER AMENDMENTS TO THE PLUMAS COUNTY CODE FOR THE PURPOSE OF ESTABLISHING COMMERCIAL WEDDING VENUES AS AN ALLOWED USE AND TO REVIEW AND CONSIDER AMENDMENTS TO RESOLUTIONS THAT ESTABLISHED THE UNIFORM RULES GOVERNING AGRICULTURAL PRESERVES, INCLUDING COMPATIBLE USES

### **STAFF RECOMMENDATION:**

#### **1. Adopt Resolution of Intention**

### **BACKGROUND/DISCUSSION:**

It has been brought to the attention of the Planning Department that a number of commercial wedding venues are operating within the County in agricultural zones. The Plumas County Code does specify commercial wedding venues as a use type. The closest use type to weddings in the Code would be "Place of assembly," which is not permitted in agricultural zones.

Kinship Ranch in Cromberg has been in communication with County staff to establish themselves as a commercial wedding site on land zoned Agricultural Preserve (AP) and under a Land Conservation Contract (Williamson Act).

The Plumas County Planning Commission held a regularly scheduled meeting on December 19, 2019, where a presentation was given by Denise Geissinger and family of Kinship Ranch (Attachment 1), and they requested the County establish Commercial wedding venues in the Plumas County Code as a use allowed in agricultural zones, specifically Agricultural Preserve (AP). The presentation by Kinship Ranch further requested the County amend resolutions that established the uniform rules governing agricultural preserves to add commercial wedding venues as a compatible use within agricultural preserves (Exhibit C to Attachment 3).

During the Kinship Ranch presentation item, members of the public were present and spoke in support of commercial wedding venues as a compatible use within agricultural landscapes citing the growing need of diversification of ranching operations to remain self-supportive and economically viable, the positive impact to local businesses, the contribution to Plumas County's tax base, and the ability to bring farm-based tourism visitors to the County that often stay and then return for other tourism, retail, and recreation opportunities (Attachment 2).

After the presentation and public comment, Planning Commissioners spoke in support of amending the zoning code to establish Commercial wedding venues as a use in the County Code, and at a minimum, allowing such a use in the Agricultural Preserve (AP) zone by means of the simplest process while addressing compatibility and public health and safety matters.

Title 9 (Planning and Zoning), Chapter 2 (Zoning), Article 9 (Amendments) of the Plumas County Code states provisions of the zoning code may be changed whenever the public necessity, convenience, and general welfare require such an amendment and amendments to any provision of the zoning code may be initiated by a resolution of intention adopted by the Board of Supervisors (Attachment 3).

### **WILLIAMSON ACT / AGRICULTURAL PRESERVE (AP) ZONE:**

The purpose of the Agricultural Preserve (AP) zone is to provide land use regulations consistent with the intent of the Plumas County Williamson Act program for agricultural preserves. The Williamson Act, also known as the California Land Conservation Act of 1965, enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value. Participating counties and cities are required to establish their own rules and regulations regarding implementation of the Act within their jurisdiction (Exhibit C to Attachment 3). These rules include but are not limited to enrollment guidelines, acreage minimums, enforcement procedures, allowable uses, and compatible uses.

### **PLUMAS COUNTY 2035 GENERAL PLAN:**

The Land Use Element explains the Agricultural Preserve and the Agriculture and Grazing designations are intended to protect and support agriculture as a productive use of resource lands, for the continuation of a diversified economy, for the maintenance of the County's rural character, for the protection of scenic, natural and recreational resources, and as a defining characteristic of the County's quality of life. The Agricultural Preserve and the Agriculture and Grazing designations allow for a broad range of agricultural uses, agricultural support services, and compatible uses including farm-based tourism. The Land Use Element further includes an implementation measure that directs updates to the zoning code to ensure that areas designated for agricultural uses both limit and allow uses that directly relate to agricultural production, support agriculture, complement agricultural uses and landscapes, and are compatible with agriculture.

The Economics Element includes policies that strive to attract new businesses, pursue new economic opportunities, and support year-round tourism development where it is compatible with the ongoing viability of the County's industries such as agriculture.

The Agriculture and Forestry Element includes policies that allow compatible uses that support agriculture on agricultural land, such as farm-based tourism, and support owners of lands that have traditionally been used for agriculture to keep land in agriculture production by continuing existing agriculture use, developing compatible uses, and/or leasing lands to agricultural users. The Agriculture & Forestry Element further includes an implementation measure that directs amendments to the zoning code to address the use of ministerial permitting of agricultural and forestry support uses.

### **ATTACHMENTS:**

1. Kinship Ranch Planning Commission Presentation
2. Kinship Ranch Letters of Support
3. Resolution of Intention

Hello, my name is Denise Geissinger and I am here to represent my family and Kinship Ranch in Cromberg. We purchased the ranch just a year ago. My husband and I and family have lived in or near the Sierras for more than 30 years. We were introduced to Plumas County when we were invited to spend Fourth of July with friends in Blairsden. We fell in love with the area and were fortunate enough to be able to buy a cabin in Cromberg 6 years ago. My husband worked for the Department of Agriculture, State of Nevada and I had worked for Douglas County. Living in Nevada and only coming here on weekends, the area and the community began to feel like home. We couldn't get enough time here. The ranch in Cromberg was available so we sold our ranch in Gardnerville, Nevada and made the move to Plumas County. We immediately fell for the beauty and lifestyle of the ranch. We knew before we bought it, the ranch needed to be shared. It was in disrepair and needed a lot of TLC.

My son was a deputy for Carson City Sheriff and his wife worked for Douglas County. They gave up their careers to join us in this adventure. Knowing all along this would be a perfect event venue, we started the wheels turning to become a destination wedding site. We did everything, we thought, necessary to start a new business. We hired our attorney to get the Articles of Organization created, along with all the necessary filings with the state, I met with Chuck Leonhardt, the tax assessor, and had him come out to make sure everything was in order tax wise. I also asked Rob Robinette, environmental health, to come out and make sure our water system was viable for the public use. I went to the county clerk, Kathy Williams, and filed a fictitious business name and ran it in the newspaper. We've gotten nothing but positive feedback and encouragement and met a lot of very friendly people. We then filed for a permit to install a holding tank for a bathroom trailer in the venue site area. I thought we had gone above and beyond by seeking out all of the offices necessary to start a business. Never believing I'd had any business with the planning dept, as we were not building any new structures. Rob Robinette called after we filed for the permit and said I needed to speak with the planning dept. Thinking I had missed a permit I needed to apply for, I called immediately and made an appt. After meeting with Rebecca Herrin and Tracey Ferguson, we discovered the zoning issue of which I was completely shocked.

My realtor was aware we were buying this property as a wedding venue; she knew the zoning, so of course neither of us ever considered the property zoning would not allow "place of assembly."

As we began this venture, we have spent much of our resources rehabilitating, maintaining and restoring this Registered Historic property. We have done fire fuel reduction, repairing the 130 year old barns and structures. Repaired what seems like miles of fencing, brought the yards back into a beautiful park setting, and making water-conservation improvements to the pasture irrigation system. We've built an ADA compliant ramp in the wedding site.

It is still a working cattle ranch, as it was in the 1800's. We have grazing cattle, horses, goats and various ranch animals to help maintain the feel of its origin. All the while not cutting any trees or changing the original footprint of an AG land ranch. We reached out to PSREC to make sure none of our trees were a fire danger. We have cooperated with Danielle Bradfield and have authorized to have any trees, which could cause potential fire danger, to be removed.

Ranching runs deep in Plumas County and our goal is to return the ranch to a functioning business as it once was in the 1800's and to become an important part of this community. Returning the spirit, vision and the origin of the ranch the Haddicks had in the 18-1900's. We are striving to promote farm-based tourism on our Agriculture Preserve land.

While doing this, we want to offer a much needed service to the area. We have had surprising interest in creating a ranch wedding site. We have advertised locally, we promote local vendors, have participated in several bridal fairs, have a website and have had an extraordinarily positive response. We went door to door to the businesses in Graeagle to introduce ourselves; we were met with "welcome to the community, this is so needed in the area." We invited all local vendors to come and visit the ranch and had a wonderful turnout. We've been overwhelmed with the number of local businesses wanting to become part of our preferred vendors list.

We have jumped into the community with both feet. My daughter in law and I have joined and volunteered with the local Cattlewomens' Assn, joined the Chamber of commerce, we donate space to our local bee farmer to house his hives to make local honey available to our community, we donated over 1000 lbs of apples to a local vendor, we have contacted the local fire dept and offered our ranch for fire suppression teams and helicopters to protect the community in case of a fire, we offered our land to our friends at Greenhorn ranch and any others whom may need to bring their livestock to the ranch in a fire or other emergency. We have been in the Quincy and Graeagle parades to help promote the communities.

We've had so much interest and success in our short time here. There are many ranch wedding venues in Nevada, yet brides are seeking us out because of the beauty in the County and the central proximity to Nevada and the Bay Area.

We have given many tours of the ranch and booked weddings for the 2020 season. Having to rescind these contracts would not only have severe financial fallout for us, and the local vendors, but most certainly leave an ugly reminder to the brides and families who have already booked local businesses and wanting to visit, enjoy and spend their dollars in Plumas County, rather than elsewhere.

To name just a few vendors already booked by our brides is Golden Coach RV Park, Grandma Janes, Pangea, Millie's Ice Cream and Coffee, Sierra Sky Lodge and others like golf courses, photographers, florists, hair and make-up, lodging, restaurants, grocery stores, fuel, gifts and recreation. Also introducing our area to new comers, who I'm sure, would return as we did.

Our brides and their families spend approximately \$45,000 on their weddings. With only about 10 percent going to our venue site, this leaves a significant boon of cash flow into the area. We also have to consider the monies spent by the guests attending the event, whom will most likely stay locally, as we are a destination site.

Our intent was to do everything correctly, legally and not jump any steps to start our business with no idea the zoning may not allow this activity.

The previous owner shared with us the number of weddings, car shows and public gatherings he hosted at the ranch.

There is also the matter of the "Land Conservation Contract" entered into by Ruth Haddick, original owner, and the County. It is a document stating the desire of Ms. Haddick and the County to preserve and conserve the ranches' natural state.

The first paragraph quotes "...Both Owner and County desire to limit the use of said property to agriculture, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, and to assure a food supply for the future residents, to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic and economic asset to the County:"

We could not agree more with the spirit of this contract. We have been compliant with the contract and are striving to be good stewards of the land. While the last page of the contract states other allowable miscellaneous compatible uses for the land, such as; drilling for production of hydrocarbon, mineral and thermal production..., airport and landing facilities, farm labor camps and gravel operations, all of which, which we believe would mar the beauty of the ranch, we are not interested in anything remotely close to these activities. The footprint of our wedding site uses only about 1 percent of the ranch land, with no impact. We have designated parking in an area that was covered with flammable debris when we bought the ranch.

We want to share the beauty of the ranch, the Sierras and surrounding area with people wanting to get together and share in their friends and loved ones special day. We want to help the community and help grow our local businesses and be a contributing member of Plumas County. We are not asking for a zone change, we are requesting to allow weddings as a permitted use in Agriculture zones, specifically to our property zoned AP and add weddings as a compatible use in the Land Conservation Contract specific to our ranch. Tourism is a very important component to Agriculture. Bringing people to our ranch to help educate them as to how agriculture touches their everyday life.

Thank you for your consideration in this matter.

Good morning. I'm Kevin Cook and first and foremost I want to thank you for allowing us to present today.

I know my family has spoken about why we are here today, but I would like to explain what impact this has on the lives of my wife and me. Prior to moving to Cromberg, I was a Deputy with the Carson City Sheriff's Office for approximately 5 ½ years. My wife, Valerie, had a great position with Douglas County in Public Works. I'm not saying all this to brag about our careers, but to rather explain that we left careers in Nevada to pursue our dreams on a ranch here in Plumas County.

Just over 2 years ago, Valerie and I were married on a ranch in Nevada. It was one of the happiest days of my life. It was a beautiful ranch and we hope we can provide the same type of setting for brides and grooms in the future. We want to be able to share the beauty of our ranch with others. However, more than anything, we want to revive and preserve our ranch, The Kinship Ranch. We want to restore the 1870s barns, as well as preserve the fields, forests and wildlife on our ranch.

With all the development going on in the world, I understand the reservation of allowing new businesses to be started. However, we don't want to change anything on our ranch. We don't want to tear anything down or take away from the beauty of it. We want to highlight the beauty of this area and bring visitors to Plumas County.

In our wedding plan, we have designated parking areas, designated reception areas and designated ceremony areas. In all of these plans, we are not cutting down trees, tearing out pastures or changing the look and feel of our ranch. We have aligned our plans to be compatible with the existing ranch. For the last year, we have worked extremely hard to restore the ranch. We have also poured our blood, sweat and tears, as well as all of our funds into this business.

My wife has also worked extremely hard to build relationships with multiple business owners in the area. She has created a vendor list and lodging list that we provide to all of potential brides and grooms. The lists are full of local businesses that we promote and support. My wife also uses our social media pages to promote other local businesses.

Since our meeting with the Planning Department, we have turned away multiple wedding requests at our ranch. Next year we have scheduled several weddings. For many of the weddings, my wife is the wedding coordinator, where she has already assisted in booking multiple local vendors. We have compiled a spreadsheet to show the amount of money our wedding business will bring to local businesses.

(Presentation of spreadsheet)

The Kinship Ranch is family owned, family operated. This business is our entire lives now. My wife and I left everything, sold our house and came to Plumas County. This business is all we have and I ask that you will allow us to continue on with our wedding event venue.

Thank you again for your time.

Average Cost for 200 person wedding				
Wedding Vendors				
Venue		\$5,500		
Cater	\$25 per person	\$5,000	Total	\$39,420
Florist		\$3,000		
Favors	\$4	\$800		
Lodging	25% of wedding party \$150 per night 2 night stay	\$15,000		
Rentals	tent, linens, lights, ect.	\$6,000		
Baker	Cake and dessert bar	\$2,000		
Late night snack	Gumba's Pizza \$17 each	\$170		
Shuttle	One van \$32 plus \$6 per mile one drop off, two pick up times	\$250		
Photographer		\$3,500		
Videographer		\$3,700		

DATE: December 17, 2019  
TO: PLUMAS COUNTY PLANNING COMMISSION  
FROM: OWNERS OF MILLIE'S ICE CREAM & COFFEE CO  
7512 HWY 89, GRAEAGLE, CA 96103  
RE: KINSHIP RANCH

This letter is to respond to the request for permit to conduct weddings at their ranch. As you may be aware, Plumas County has become a very popular destination wedding venue. In our business, we talk to people every weekend who are visiting Graeagle and the surrounding areas to attend weddings. This has increased our business and we are even hoping to provide wedding favors to the brides who are getting married in our area.

We have received a tour of the Kinship Ranch and are in awe of the beautiful surroundings and perfect location for a wedding and other special events. The amount of people that this type of venue will bring into Plumas County is growing every year and they are spending money in local restaurants, specialty shopping stores and markets, gas stations, hotels, RV/camping sites, etc. The summer is the busy time when visitors will be spending money throughout the county and this is a short window of opportunity for tourism due to the sometimes harsh winters. We need to capitalize on this short season so we can stay in business throughout the year and prosper. The businesses will contribute to the tax base and the more we make the more the county makes.

Please approve the permit for Kinship Ranch to have special events on their property! It will benefit every business in the county and people will fall in love with this area just as we have and come back year after year!

Please feel free to contact us should you have any questions.

Thank you, *Willie Keck*  
*Debbie Keck*

Will & Debbie Keck, Local Business Owners

(775) 745-7158

December 17, 2019

To Whom It May Concern:

I have had the pleasure of meeting Denise, Mike, Kevin & Valerie owners of The Kinship Ranch. When I heard about the new venue at Kinship Ranch, I immediately jumped on the opportunity to have another wedding venue in our county. I own and operate Pangaea Café & Pub. A big part of sustaining and growing my business is the opportunity to cater weddings. Being a small business owner in this community for over fifteen years, I have experienced the delicate balance of operating in our local economy. I have watched tourism die off over the years. I've listened to many downtown business owners try to figure out how they were going to get people to our area so they can keep their doors open. Over the last ten years I've watched our county grow as a preferred wedding destination for many brides and grooms. These venues (who seek out local business partners) have been instrumental in bringing our economy valuable business opportunities. The Kinship Ranch is an example of the type of business that we as a county and community should be welcoming and supporting! Denise, Mike, Kevin and Valerie would like to do nothing more than be a part of our community and contribute to our local economy. It's disheartening to hear that there is potential that our local county offices could not approve The Kinship Ranch to host weddings. I hope you understand how important the opportunities that The Kinship Ranch will bring to my business, other businesses and our county. Please allow Denise, Mike, Kevin & Valerie the chance to provide a valuable business opportunity to our community.

Thank you,

Holly Callahan  
Pangaea Café & Pub

**Ferguson, Tracey**

---

**From:** denise geissinger <dsgmpg@hotmail.com>  
**Sent:** Wednesday, December 18, 2019 6:47 PM  
**To:** Ferguson, Tracey  
**Subject:** Fw: Letter of support for kinship ranch

---

**From:** Jeannette Sasser <mohawkva@gmail.com>  
**Sent:** Wednesday, December 18, 2019 3:26 PM  
**To:** denise geissinger <dsgmpg@hotmail.com>  
**Subject:**

Hello my name is Jeannette Sasser and I am and have been a Real Estate Broker owner for over 20 years in Plumas County.

It was my pleasure to work with the Geissinger's and their family on the purchase of the historic Haddick Ranch property in Cromberg.

I was so delighted to hear that they wanted to contribute to the community and to preserved the ranch with a wedding business which would benefit tourism and commerce for our area.

It certainly could have gone the other way with other buyers who wanted to convert the ranch into a cannibus farm..

Both Denise and Mike Geissinger are two of the most genuine, kind and industrious people I have ever met. I know that a wedding venue would be a perfect highest and best use of the ranch property bringing in tax dollars and visitors who would in turn make purchases of real estate, stay at our local motels, dine at our local restaurants and buy merchandise at our local stores and gas stations. All of this would flow into our community and tax base. Healthy prosperity for all!

I am absolutely in support of this positive local venture. What is not to like about this?

Thank you for considering everything that I have stated here.

# Jeannette Sasser

Jeannette S. Sasser Broker Owner CRS, GRI, CREA

Ca Lic # 00921075 Nev Lic # 045898

[www.MohawkValleyAssociates.com](http://www.MohawkValleyAssociates.com)

530-836-2020 Ext.11 office

530-249-3130 cell direct

530-831-4371 myfax

[Jeannette@MohawkValleyAssociates.com](mailto:Jeannette@MohawkValleyAssociates.com)

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# MerchantsXL

A Merchant Services Firm

December 19, 2019

Plumas County Planning Commission  
Moorea Hoffman Stout  
Jeff Greening  
Larry Williams  
John Olofson  
555 Main Street  
Quincy, CA. 95971

Commissioners,

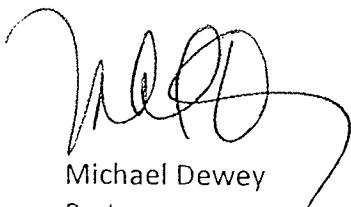
I wanted to extend my steadfast and enthusiastic support for the opening and operation of Kinship Ranch as an event venue. We are in dire need of additional settings for large scale activities in Plumas County.

Events, such as weddings and festivals, draw largely from outside the county. Visitors stay for days, spend money in our community, and enlarge our reputation as a remarkable destination. Their success, which is already marked by their progress to date, is our success. Other Plumas businesses will grow as a result of their prosperity. Individuals will see more employment opportunities. The county at large will benefit.

In a county with a shrinking population, economy, and jobs base, we need to be doing everything we can to encourage businesses like the Kinship Ranch to open.

I am available to speak with the Commission at any time regarding my robust and broad perspectives on this subject.

Thank you for your time and consideration.



Michael Dewey  
Partner  
MerchantsXL, LLC  
714-724-3155  
mdewey@merchantsXL.com

## Ferguson, Tracey

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**From:** denise geissinger <dsgmpg@hotmail.com>  
**Sent:** Thursday, December 19, 2019 9:09 AM  
**To:** Ferguson, Tracey  
**Subject:** support letter Greene Kinship Ranch

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**From:** SUZIE GREENE <psgreene@prodigy.net>  
**Sent:** Thursday, December 19, 2019 7:05 AM  
**To:** Denise Geissinger <dsgmpg@hotmail.com>  
**Subject:** Fw: Letter

----- Forwarded Message -----

**From:** SUZIE GREENE <psgreene@prodigy.net>  
**To:** Denise Geissinger <dsgmpg@hotmail.com>  
**Cc:** SUZIE GREENE <psgreene@prodigy.net>  
**Sent:** Thursday, December 19, 2019, 8:58:09 AM PST  
**Subject:** Letter

Planning Department of Plumas County:

My name is Suzie Greene. I have resided in Cromberg for over 18 years. We are property owners, former business owners and have raised our children in this community.

I'm writing this letter on behalf of the Geissinger and Cook family also known as The Kinship Ranch.

Over the past several months we have had the pleasure of knowing the Geissinger's and Cook's personally and professionally. They are warm and welcoming to everyone. They often invite us to ride our horses at their ranch, rope and have our family and others in the community over for barbecues and potlucks.

Our family has been involved in 4-

H and agricultural, raising steers, hogs and showing cattle. This is an interest that we share with the Geissinger's/Cook's and look forward to seeing the future of the ranch.

Over the past 18+ years we have admired the beautiful former Fripp Ranch but have seen little to no activity. We look forward to the improvements of the existing ranch and support the idea of the ranch being self supportive by holding activities/events. This may bring revenue to our community and local businesses.

Thank you for your time and consideration.

Sincerely,  
Suzie Greene

First let me say that I wanted to attend this meeting and verbalize how important The Kinship Ranch is to me and my business, however staffing did not allow it once the meeting was rescheduled.

That being said my name is Kathy Wells and my husband Mark and I own Golden Coach RV Park and Campground in Cromberg. My husband and I purchased the RV Park 6 years ago and made Cromberg and Plumas County our home.

My husband and I have worked very hard over the last 6 years to build our business. We purchased a park that was not well known, did very little in revenue, and was in need of a lot in repairs. In addition, we found that Cromberg is not well-known. Guests traveling through, travel to Graeagle and Quincy, both have multiple events that draw tourism. Cromberg does not, you mention Cromberg and most folks say "Where's that, what's that?" We have nothing notable in our small town of 291 people.

As many of you may or may not know our business (as well as many others) are seasonal. Depending on the winter a typical season is 6 months. Equally challenging.

So, how does The Kinship Ranch impact me.....

The Kinship Ranch as a venue for weddings, has the ability to help my business grow exponentially. There is no other venue in Cromberg that has the ability to do that.

Let me break down the economics of how just one wedding (currently booked) can impact my business:

16 RV's x 4 nights = 64 x \$36.50 per night = \$2,336

25 Tents x 3 nights = 75 x \$25.00 per night = \$1,875. = \$4,211 revenue

The above is just one wedding that we currently have on our books generated by The Kinship Ranch. This is 82 people brought to the county via one event, a wedding.

That one wedding brings revenue to so many. Those 82 people are out and about enjoying what the "Lost Sierra" has to offer and you can bet they will return, and they will bring their friends. That is how we grow as a community. We ALL need the tourism; we all need these 82 guests patronizing our businesses and returning year after year to do the same.

To NOT allow The Kinship Ranch to move forward with their plans simply makes no sense to me. We all get excited when we see an article outlining what the "Lost Sierra" has to offer, from the ski races in Johnsville to the quaint town of Graeagle, the music festivals and Fair in Quincy. Tourism is what we need in order to grow and thrive here. The Kinship Ranch has the ability to bring that tourism, let them grow and thrive, and be a part of our community.

Thank you for your time...

Kathy Wells

From: Sean BRANDON <[kimmzkakes@icloud.com](mailto:kimmzkakes@icloud.com)>

## Weddings in plumas county

My name is Kim Brandon and I am the owner of Grandma Janes Place in Quincy. We are a full service bakery. We have been here since September 2017.

I have been a pastry chef for over 30 years. When I decided to move to Plumas County and open my very own bakery I was nervous. I know that day to day baking can't sustain us throughout the year. Booking wedding venues was my top priority. I owe my success to the fact that I have multiple wedding venues that have me as their vendor. Without them we would of closed our doors already.

My first year here in 2017 we did weddings every weekend from May to November. 2018 we had weddings May to November as well and 2019 I was booked from April 1st through November as well as a New Year's Eve wedding! Where I came from there wasn't a season for weddings, it was year round and I feel that it will get that way up here eventually.

I am one of the vendors for Twenty Mile house, I do weddings at Chalet View and Nakoma resort and I have bookings for the Kinship Ranch who has made me their vendor as well. I see the Kinship Ranch being one of the top venues here in Plumas County. They are a blank canvas venue with so much possibilities, most brides have a vision and if they want the beautiful landscape of our county they will be choosing this venue for sure!

One of the main reasons a couple chooses a venue are the people who run it! Doesn't get much better than this family at Kinship Ranch.

Bottom line, I would not have a business if it wasn't for the popularity of weddings in our area. They are a necessity to keep us working!

Sincerely,  
Kim Brandon  
Grandma Janes Place  
446 Main Street  
Quincy, ca  
530-616-5656

Best Regards,  
Kim Brandon  
Grandma Janes Place  
446 Mainstreet  
Quincy, ca 95971

530-616-5656

**From:** MICHAEL HERN <manmhern@aol.com>

I'm writing this letter on behalf of Mike and Denise Geissinger. We started out as neighbors and now after a couple years we are family. They bought a ranch off hwy 70 in Cromberg that is now called Kinship Ranch a couple of years ago. They have cleaned up and turned the ranch and barns into a beautiful home for them and their 4 legged families. They have cleaned up acres and acres of property, a beautiful pond restoring it to a beautiful place it should be. We've enjoyed barbecuing and good family fun. They love this property so much and want to be able to share this beautiful place with other families for weddings and family functions. Plus, by having these venues a lot of small businesses in this area will also prosper. This is a family owned property and wants to have their dreams come true, and also have other families' dreams come true too.

Sincerely Mike and Machael Hern

Sent from my iPhone

To whom it may concern:

I'm writing on behalf of Kinship Ranch and their event venue. I have lived in Plumas County for my entire life and have driven by Kinship Ranch, formally Haddick Ranch, countless times. I have seen the changes over the years, and now I'm seeing the restoration and cleanup of the property.

I have owned and operated my own tree service business here for over 30 years, and have even worked on the Kinship Ranch. I have coordinated with Mike and Denise Geissinger and PSREC to remove hazardous trees this past year to help eliminate fire danger at Kinship and help them keep our County safe from wildfires.

Any opportunity we get to bring fresh ideas and new business to the County should be fostered and promoted. My daughter, J.J. Healy, is a professional makeup artist and needs this type of business to sustain livelihood in this County.

Please allow weddings and other events at this ranch, and other ranches, in this County for the economic health of its residents and businesses.

Thank you,

Jimmy D. West

West Tree Service

530-283-1172



**8989 Highway 89  
P.O. Box 1043  
Graeagle, CA 96103  
(530) 836-6811**



January 1, 2020

Jeff Engel, District 5  
and the Plumas County Board of Supervisors  
520 Main Street  
Quincy, CA 95971

Dear Jeff,

I am writing you on behalf of the Lost Sierra Chamber of Commerce AND the Lost Sierra Visitor Center.

I want to express our support of businesses like The Kinship Ranch and others who have moved into our area with hopes of living a dream, and thoughtful plans on how to generate revenue not only for themselves, but the community as a whole while also being amazing stewards of the unique and beautiful resources of this county.

I moved here in 1975 and fell in love with the area. I raised my family here, worked here, opened a business here and paid taxes here. I have seen the area flourish through the building boom of the 1980's and 1990's. I've seen the timber industry shrink, taking much needed funds from our schools and county infrastructure. I saw the devastation to lively hood the recession caused in 2008 when families started exiting the county to find work elsewhere. I've seen county budgets slashed—including TOT funds for chamber— just to maintain emergency services.

For the first time in a very long time, I am seeing a new trend, as new people, thinking outside the box, discover Plumas County and find creative ways to generate income for our county.

As a volunteer at the Visitor Center and the board president of the Chamber, I can tell you we have seen an unbelievable increase in visitors from all over the globe these last couple of years (as far away as China)—especially those

choosing somewhere in Plumas County to have their "destination wedding." No one saw this coming, and many businesses have had to make adjustments to accommodate large parties wanting to stay—not just for a weekend, but several days to a week at a time so that they can explore the area. But this is obviously a good challenge to overcome, and I am not hearing our local businesses complain!

Brides and their families are booking weddings a year or more in advance because our local venues fill up quickly. The Corner Barn, last I checked, had more than 70 weddings booked for 2020—some booking on Friday or Sunday because Saturdays are full. Many other venues like Twenty Mile House, Greenhorn Ranch and Chalet View Lodge are experiencing full calendars as well.

The Visitor Center and Chamber prepare hundreds and hundreds of visitor bags with information on lodging, shopping, restaurants, hair and nail salons, caterers, photographers, videographers, musicians, DJs, museums, golf, fishing and other outdoor activities which these families give to their guests when they arrive.

The Kinship Ranch and others like them recognized the potential these historic ranch settings could offer prospective clientele. They have worked hard to restore and preserve the beauty of their ranch and also make it available for a very special purpose. They have created another unique setting where brides, their families and guests will leave with treasured memories of their Plumas County experience!

I hope you can create a solution which will allow The Kinship Ranch to move forward with their wedding venue. Let us work together to fill beds, restaurants, retail shops and more with visitors coming to Plumas County. The dollars they spend here not only help the local economy directly, but indirectly trickle down to pay county employees, improve our schools and fix our roads.

In your service,

Donna M. Mills  
LSCC Board President



# Gumba's Family Pizza

PO Box 455  
Graeagle, CA 9613



Plumas County Board of Supervisors  
520 Main Street  
#309  
Quincy, CA 95971

January 2, 2020

Dear Supervisors,

It has come to my attention that the weddings at our local ranches is being questioned. I'd like the Board to know how important these wedding have become to our small community.

About 5 years ago the popularity of having a wedding in Plumas county started to increase with the addition of some beautiful venues. The Chalet View, The Nakoma, The Corner Barn in Graeagle, The 20-mile house. These venues have become full and there is a need for more. The revenue that these weddings provide is vital to my business and to other local business. The weddings not only provide business for the venue but for all business in Plumas County. The restaurants have become very active with catering, rehearsal dinners, lunches the day of the wedding, late night meals the night of the wedding, and breakfast and lunch the day after the wedding. The lodging business has become full of all these guests coming into town for these weddings. This is not only good for the lodges but also the TOT that Plumas county receives from those guests. The grocery stores, gas stations, and all local business benefits from all these new guests coming into town. These guests have also fallen in love with our county and come back for vacation or purchase a home here.

The Kinship Ranch and other ranches have our support in hosting these special events. We would like the Board to make a decision that would help all business in Plumas County. I've lived in Plumas County for over 35 years. I've seen the area decline with closing of business, schools getting smaller, residents moving away. The growth in commerce that I've seen from these new venues is encouraging to me as a local resident and business owner.

If there is anything I could do, or answer any questions that would help the Board understand how important these venues are please contact me @ 530-519-5602 or [cruser@gumbasfamily.com](mailto:cruser@gumbasfamily.com)

Sincerely,

Matt Cruse

Owner

Gumba's Family Pizza

January 3, 2020  
Catherine Cosmos  
Queen Bee Boutique  
7701 Hwy 89  
Graeagle, Ca

County of Plumas:

I have owned the Queen Bee Boutique in Graeagle for 19 years. Living in Plumas County for 30 years, I have seen the ebb and flow of the economy of the area. Those of us whom have survived the leaner times, we appreciate any new source of income. We make the bulk of our income in the summer months when the tourists are here. With every wedding, there is between 100-300 visitors coming to town. With that, come their shopping dollars, restaurants, lodging and all the other businesses that can benefit from the influx of people celebrating with friends and family. So many potential customers have turned to online shopping; we need all the foot traffic possible to survive in this changing economy.

Plumas County has become a destination wedding and vacation spot. The more we can introduce beautiful Plumas County to newcomers during the summer season, the better we will all be. Because of the popularity of getting married in the area, we have noticed we are getting visitors stretching into the shoulders seasons.

I hope you encourage more ranches, etc. to provide venues for these events.

Regards,

Catherine Cosmos  
Queen Bee Boutique  
530-832-0322

BOARD OF SUPERVISORS, COUNTY OF PLUMAS

RESOLUTION NO. 2020-\_\_\_\_\_

RESOLUTION OF INTENTION TO

REVIEW AND CONSIDER AMENDMENTS TO THE PLUMAS COUNTY CODE

**TITLE 9 (PLANNING AND ZONING), CHAPTER 2 (ZONING), TO ESTABLISH COMMERCIAL WEDDING VENUES  
AS A USE, ALLOWED IN CERTAIN ZONE(S), AND ALLOWED BY WHAT PROCESS(ES)**

AND TO

REVIEW AND CONSIDER AMENDMENTS TO RESOLUTIONS ADOPTING  
THE UNIFORM RULES GOVERNING THE ESTABLISHMENT AND ADMINISTRATION OF  
AGRICULTURAL PRESERVES, INCLUDING COMPATIBLE USES

**WHEREAS**, Title 9 (Planning and Zoning), Chapter 2 (Zoning), Article 9 (Amendments) of the Plumas County Code states provisions of the zoning code may be changed whenever the public necessity, convenience, and general welfare require such an amendment.

**WHEREAS**, Title 9 (Planning and Zoning), Chapter 2 (Zoning), Article 9 (Amendments) of the Plumas County Code states amendments to any provision of the zoning code may be initiated by a resolution of intention adopted by the Board of Supervisors.

**WHEREAS**, the Plumas County Planning Commission held a regularly scheduled meeting on December 19, 2019, where a presentation was given by Denise Geissinger and family of Kinship Ranch, Cromberg.

**WHEREAS**, the presentation by Kinship Ranch requested the County establish Commercial wedding venues in the Plumas County Code as a use allowed on agricultural parcels, specifically Agricultural Preserve (AP) zoning.

**WHEREAS**, the presentation by Kinship Ranch further requested the County amend resolutions (see Exhibit C) that established the uniform rules governing agricultural preserves to add commercial wedding venues as a compatible use within agricultural preserves.

**WHEREAS**, during the Kinship Ranch presentation item, members of the public were present and spoke in support of commercial wedding venues as a compatible use within agricultural landscapes citing the growing need of diversification of ranching operations to remain self-supportive and economically viable, the positive impact to local businesses, the contribution to Plumas County's tax base, and the ability to bring farm-based tourism visitors to the County that may stay and return for other tourism opportunities.

**WHEREAS**, during the Kinship Ranch presentation item, the Plumas County Director of Environmental Health and Plumas County Assessor were present and expressed cooperation should a zoning code amendment process commence.

**WHEREAS**, during the Kinship Ranch presentation item, Planning Commissioners spoke in support of amending the zoning code to establish Commercial wedding venues as a use, and at a minimum, allowing such a use in the Agricultural Preserve (AP) zone by means of the simplest process while addressing compatibility and public health and safety matters.

**WHEREAS**, Denise Geissinger and of Kinship Ranch provided County staff with letters of support from local businesses, chambers of commerce, and residents who could not attend the December 19, 2019, Planning Commission meeting.

**WHEREAS**, the 2035 Plumas County General Plan Land Use Element explains the Agricultural Preserve and the Agriculture and Grazing designations are intended to protect and support agriculture as a productive use of resource lands, for the continuation of a diversified economy, for the maintenance of the County's rural character, for the protection of scenic, natural and recreational resources, and as a defining characteristic of the County's quality of life. The Agricultural Preserve and the Agriculture and Grazing designations allow for a broad range of agricultural uses, agricultural support services, and compatible uses including farm-based tourism.

**WHEREAS**, the 2035 Plumas County General Plan Land Use Element further includes an implementation measure that directs updates to the zoning code to ensure that areas designated for agricultural uses both limit and allow uses that directly relate to agricultural production, support agriculture, complement agricultural uses and landscapes, and are compatible with agriculture.

**WHEREAS**, the 2035 Plumas County General Plan Economics Element includes policies that strive to attract new businesses, pursue new economic opportunities, and support year-round tourism development where it is compatible with the ongoing viability of the County's industries such as agriculture.

**WHEREAS**, the 2035 Plumas County General Plan Agriculture & Forestry Element includes policies that allow compatible uses that support agriculture on agricultural land, such as farm-based tourism, and support owners of lands that have traditionally been used for agriculture to keep land in agriculture production by continuing existing agriculture use, developing compatible uses, and/or leasing lands to agricultural users.

**WHEREAS**, the 2035 Plumas County General Plan Agriculture & Forestry Element further includes an implementation measure that directs amendments to the zoning code to address the use of ministerial permitting of agricultural and forestry support uses.

**NOW, THEREFORE, BE IT RESOLVED BY** the Board of Supervisors of the County of Plumas, State of California that this Board intends to:

1. initiate review of Title 9 (Planning and Zoning), Chapter 2 (Zoning),
2. address the establishment of Commercial wedding venues as a use in the Plumas County Code,
3. address what zone(s) Commercial wedding venues would be allowed,
4. address by what process(es) Commercial wedding venues would be allowed, and
5. address potential amendments to resolutions (see Exhibit C) regarding uses determined to be compatible within agricultural preserves.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a meeting held on the 14<sup>th</sup> day of JANUARY, 2020 by the following roll call vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

Said resolution to be effective as of the 14<sup>th</sup> day of JANUARY, 2020.

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Chair, Board of Supervisors

ATTEST:

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Clerk of said Board of Supervisors

Exhibit C

**UNIFORM RULES GOVERNING THE ESTABLISHMENT AND ADMINISTRATION  
OF AGRICULTURAL PRESERVES, INCLUDING COMPATIBLE USES  
(Resolution No. 76-2914)**

A. "Agricultural Preserve" means an area devoted to any uses and compatible uses as defined in the Land Conservation Act of 1965, as amended, and consistent with the County General Plan.

B. An Advisory Board is hereby established to be known as "The Land Conservation Advisory Board", consisting of the Agricultural Commissioner, Planning Director, Director of the Cooperative Extension Service, three (3) members representing Ranching operations, one (1) member representing Commercial Timber production, one (1) member representing Christmas Tree production, one (1) member representing local Businessmen, and one (1) member representing the general public. The County Counsel and the County Assessor shall act as resource people.

The Agricultural Commissioner, Planning Director, and the Director of the Cooperative Extension Service shall serve as members of the Advisory Board. All other members shall serve at the pleasure of the Board of Supervisors for a term of four (4) years with staggered terms as follows:

1975 one (1) Local Businessman and one (1) general public member;  
1976 one (1) Ranching representative and one (1) Commercial Timber representative;  
1977 one (1) Ranching representative and one (1) Christmas Tree representative; and  
1978 one (1) Ranching representative.

This same schedule of appointments shall continue in the following years. These appointments shall be made in January of each year and be effective March 1 of that year.

C. It shall be the duty of said Advisory Board to make recommendations to the Board of Supervisors on the establishment of Agricultural Preserves, the signing of individual contracts within Preserves and matters relative thereto.

D. Agricultural Preserves may be either of the following types:

1. Area preserves--designated areas in which the County desires to enter into contracts pursuant to the Land Conservation Act of 1965, as amended.
2. Specific preserves--whose boundaries coincide with individual contract applications otherwise acceptable to the County but which fall outside established area preserves.

E. Agricultural Preserves may be established by the following methods:

1. Upon written request to the Planning Department of one or more land owners the County shall initiate proceedings to consider the establishment of Agricultural Preserves.
2. The County may on its own initiate proceedings to establish Agricultural Preserves.

F. Requests to establish Agricultural Preserves shall be transmitted to the Land Conservation Advisory Board for study and recommendation.

G. A public hearing shall be held by the Board of Supervisors prior to the establishment of an agricultural preserve in accordance with Government Code Section 51230.

H. An Agricultural Preserve shall consist of no less than 100 acres; provided that in order to meet this requirement two or more parcels may be combined if they are contiguous or if they are in common ownership and further provided that an Agricultural Preserve may be less than 100 acres at the discretion of the County in accordance with Government Code Section 51230.

I. The basis for approval of a contract within an Agricultural Preserve shall be as follows:

1. The applicant uses his land for the production of food and/or fibre for commercial purposes to support the agricultural economy.
3. The minimum area for contract of field crops type of cultivation or for irrigated pasture\* shall be eighty (80) acres. The uses permitted for residence shall be one (1) family dwelling for the use of an owner or manager or a person employed on said land by not exceeding one (1) dwelling for each parcel of not less than eighty (80) acres.

\*A general guide line for determining what constitutes irrigated pasture is: Pastureland receiving eighteen (18) inches or more of irrigation water per growing season; 25% of which is received after July 15th.

or

4. The minimum area for contract of commercial timber type cultivation or land for grazing shall be one hundred sixty (160) acres. The uses permitted for residence shall be one (1) family dwelling for the use of an owner or manager or a person employed on said land but not exceeding one (1) dwelling for each parcel of not less than one hundred sixty (160) acres.
5. The aforementioned acreage limitations shall apply only to the use of the land in question at the date of signing of a particular contract, the land owner may change the type of crop or agricultural use at the sole discretion of the land owner, but subject to the permitted uses described in Section J. herein.
6. Within Area Agricultural Preserves contracts may be offered for parcels smaller than the minimum acreages provided in I-2, I-3, or I-4, provided there are no residential dwellings. The contract shall prohibit any future division of the property or any construction of residential dwellings during the contract period.

(I.,2., Resolution 81-3401, eff. Feb. 3, 1981)

J. The following uses are hereby determined to be agricultural and compatible uses within Agricultural Preserves:

1. General farming, commercial livestock, poultry production and warehousing and storage pertinent to the agricultural operation, timber or Christmas tree production.

(Resolution 81-3401, eff. Feb. 3, 1994)

2. Single family dwellings as provided in I-2, I-3, I-4, or I-6.
3. Additional housing facilities within a contract area (including trailers) to accommodate only agricultural employees and their families, employed by the owner or operator of the premises and provided that such additional housing facilities shall be considered accessory to the main building.
4. Accessory buildings and uses pertinent to the permitted uses including agricultural processing plants.
5. A stand or display for agricultural commodities produced on the premises; sales of products produced off the premises is acceptable provided that the sale of such products is incidental and secondary to the sale of agricultural products produced on the premises.
6. Miscellaneous compatible uses:
  - a. The drilling for and/or production of hydrocarbon, mineral and thermal production including the installation and use of such equipment, structures, and facilities as are necessary.
  - b. Public utility and public services including structures, uses and buildings.
  - c. Airport or aircraft landing facilities.
  - d. Farm labor camps.
  - e. Sand and gravel operations.
  - f. Flood control.
  - g. Wildlife enhancement and preservation.
  - h. Cemeteries.
  - i. Any other use determined to be compatible use in all agricultural preserves by the Board of Supervisors after public hearing on ten (10) days published notice and such other notice, if any, as they may specify.
  - j. Recreational uses, but not limited to walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation.

(Resolution 85-3893, eff. July 9, 1985)

K. Submission of applications for contracts and/or establishing Agricultural Preserves shall be as follows:

1. Applications shall be submitted upon forms to be supplied by the Plumas County Planning Department, and must be completed in detail.
2. All applications must be submitted and be filed with the Plumas County Planning Department on or before September 1st in order that the contract will become effective during the following year.
3. Applications must be accompanied by a legal description and corresponding Assessor parcel maps covering the lands applied for.

4. A fee of five hundred (\$500) dollars shall be submitted with the application, and this fee shall not be returned in the event the application is turned down by the County.  
(Resolution 79-3243, eff. Aug. 16, 1979, amended by Resolution 85-3936, eff. Nov. 5, 1985, amended by Resolution 88-4305, eff. Nov. 1, 1988)
5. An application for zoning, if necessary, shall be submitted to the Plumas County Planning Department at the same time as an application for contract and/or Agricultural Preserve.

L. Cancellation of contracts and/or alteration of Agricultural Preserve shall be accomplished in the same manner noted in K. above and with the same fees.



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

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



30

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

DATE: January 2, 2020

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Plumas County Community Corrections Partnership Executive Committee –  
New member appointment recommendation

### Recommendation

The Plumas County Community Corrections Partnership (CCP) Executive Committee respectfully recommends Sheriff, Todd Johns, be appointed to the Executive Committee in lieu of Greg Hagwood's retirement as Sheriff.

### Background and Discussion

Greg Hagwood retired from the Sheriff position, effective December 31, 2019, therefore vacating his position on the CCP Executive Committee. At the CCP Executive Committee meeting on December 18, 2019, the Executives voted unanimously to approve the appointment of Todd Johns to the Executive Committee. Therefore, the Executive Committee respectfully recommends the Board of Supervisors appoint Sheriff Todd Johns as a member of the CCP Executive Committee.

# CLAIM AGAINST THE COUNTY OF PLUMAS

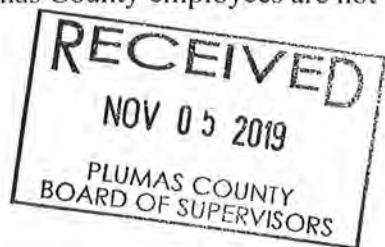
(Pursuant to Government Code §910.4)

4A

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. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.

## MAIL TO:

Clerk of the Board  
520 Main St, Rm 309  
Quincy, CA 95971



## CLAIMANT INFORMATION

1. Name of Claimant: Esther Prince
2. Date of Birth: 01/24/1952      3. Gender (circle one):  Male  Female
4. Mailing Address of Claimant:  

<u>105 Poplar Valley Road</u>	<u>Blairsden</u>	<u>Ca</u>	<u>96103</u>
Address	City	State	Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):  

<u>c/o Thomas P. Beko, 99 West Arroyo Street Reno</u>	<u>Nv</u>	<u>89509</u>	
Address	City	State	Zip
6. Telephone Number of Claimant: (530) 927-8348

## INFORMATION ABOUT CLAIM

7. Incident Date: Month June Day 14-17 Year 2019
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):  
Portola High School, Plumas County Jail
9. 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 a separate page):  
See, Attached Exhibit 1.  

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10. 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:  
See, Attached Exhibit 1.  

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11. 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): \$ \_\_\_\_\_

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case:  YES  NO

13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

Biorn James Berg, Greg Hagwood other currently unkown superviory officials. See, Exhibit 1.

#### CLAIMS INVOLVING MOTOR VEHICLES

14. 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

15. Name of insurance carrier and telephone number (including area code):

Name	Telephone Number		
Address	City	State	Zip

16. Policy Number: \_\_\_\_\_

17. Are you the registered owner:  YES  NO

18. Amount of deductible: \$ \_\_\_\_\_

19. 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

Thomas R. Belko

Printed Name of Person Completing Claim

Date

11/4/19

**Exhibit 1**  
**Claim against the County of Plumas**

Claimants: Lewis Prince and Esther Prince

Date of Incident: June 14-17, 2019

**Summary of Relevant Facts**

The claims of Lewis Prince and Esther Prince result from the abuse of authority exerted under color of law by Plumas County Deputy Sheriff, Bjorn James Berg. Claims will be asserted against the County of Plumas, Plumas County Sheriff Greg Hagwood, and currently unknown supervisory personnel and other officers who failed to properly train, supervise, and discipline Deputy Berg, those currently unknown officials who ratified the conduct of Deputy Berg, and those officers and officials who failed to intervene to protect the constitutional rights of Lewis Prince and Esther Prince.<sup>1</sup>

The claimants, Lewis Prince and Esther Prince, are informed and believe that Bjorn James Berg had a known propensity to abuse the authority vested in him by the Plumas County Sheriff's Office by unlawfully creating and manufacturing pretextual justification to engage citizens when he had no legal authority to do so. To later justify his actions, he would falsify records and reports to create the appearance of legal authority to support his conduct. It is believed that discovery will reveal this pattern and practice of conduct existed well before Deputy Berg first initiated contact with Lewis Prince and Esther Prince.

With regard to the claimants, Deputy Berg's actions began on April 28, 2018, when he unlawfully, without legal cause, and through the use of excessive force, arrested Lewis Prince for Public Intoxication (Cal. Pen. Code §647(f)) and Resisting Arrest (Cal. Pen. Code §148(a)) and thereafter forced him to undergo unwanted medical care and treatment purportedly because he had consumed illicit drugs. During the course of his actions, Deputy Berg falsely accused both Lewis Prince and Esther Prince of lying about Lewis Prince's use of illicit drugs when they denied that Mr. Prince had consumed opiate based drugs. Subsequent drug screen performed after Mr. Prince's unlawful arrest revealed a complete absence of the drugs he was accused of having consumed.

Subsequently, on June 14, 2019, Mr. and Mrs. Prince were attending a graduation at the Plumas County High School. Following the graduation ceremony, Deputy Berg unlawfully detained, and later falsely arrested Mr. Prince without cause or legal justification.

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<sup>1</sup> Absent the ability to conduct formal discovery, the identity of these individuals is unknown to the claimants. Their liability will be based upon federal constitutional law principles.

Deputy Berg's claimed basis for these actions was that Mr. Prince had unlawfully consumed alcoholic beverages. Within minutes of the unlawful detention and arrest, Deputy Berg discovered that Mr. Prince had not engaged in any unlawful conduct whatsoever. However, rather than acknowledging his error and thereafter releasing Mr. Prince from custody, Deputy Berg proceeded to take Mr. Berg to jail on a second manufactured charge of resisting arrest. Shortly thereafter, Mr. Prince was administered testing which revealed a blood alcohol level of 0.00.

Deputy Berg thereafter transported Mr. Prince to the Plumas County Jail where he was unlawfully search and confined for three additional days. During this time period, he was denied access to needed prescription medications and access to his family. Following his unlawful arrest, Deputy Berg prepared and signed an official police report which contained materially false declarations designed and intended to justify and cover his unlawful conduct. Esther Prince was present at all times during the events of June 14, 2019, and witnessed the unlawful and unconstitutional conduct directed at her husband. For the next three days she suffered severe fear, anxiety, and emotional distress, not knowing what would befall her husband, Lewis, following his unlawful arrest and continued confinement.

### **Summary of Claims Presented**

Absent settlement of their claims, Lewis Prince and Esther Prince will file a federal civil rights lawsuit in the United States District Court for the Eastern District of California. In that action, they will seek to recover damages for the violation of their constitutional rights secured by the Fourth and Fourteenth Amendments to the United States Constitution. They will seek to recover both compensatory and exemplary damages from the individual defendants, and compensatory damages from the County of Plumas.

In addition to these damages, the plaintiff will seek an award of all their incurred attorneys' fees and costs of litigation. Pursuant to 42 USC §1988, those fees are fully recoverable by the plaintiffs and oftentimes well exceed the verdict in favor of the plaintiffs.

Lewis Prince will further seek to recover compensatory and exemplary damages under the following state court claims:

1. False Arrest
2. False Imprisonment
3. Negligence
4. Negligent Infliction of Emotional Distress
5. Intentional Infliction of Emotional Distress
6. Battery
7. Libel and Slander
8. Invasion of Privacy

Esther Prince will seek to recover compensatory and exemplary damages under the following state court claims:

1. Loss of consortium
2. Slander
3. Negligence (Bystander recovery)
4. Intentional Infliction of Emotional Distress.

Together Lewis and Esther Prince will seek to recover damages which exceed the sum of \$250,000.00.

This claim is presented by Thomas P. Beko, Esq., pursuant to California Government Code, §910, *et seq.* All notices regarding these claims should be sent to the following:

Thomas P. Beko, Esq.  
Erickson, Thorpe & Swainston, Ltd.,  
99 West Arroyo Street  
Reno, Nevada 89509  
(775) 786-3930

**PROOF OF SERVICE BY MAIL**  
**[C.C.P. §1013, 2015.5]**

I, Dana Matthews, declare as follows: I am, and was at the time of service hereinafter mentioned, a citizen of the United States and a resident of the County Washoe. I am over the age of 18 years and not a party the within action. My business address is 99 W. Arroyo Street, Reno, Nevada 89509.

On this date, I served the foregoing document described as:

## CLAIM AGAINST THE COUNTY OF PLUMAS

on the parties below by place a true copy thereof in a sealed envelope and served same on the parties/counsel, addressed as follows:

9 Clerk of the Board  
County of Plumas  
10 520 Main Street, Room 309  
Quincy, CA 95971

The following is the procedure in which service of this document was effected:

X By first class mail by placing a true copy thereof of the ORIGINAL, in a sealed envelope with postage thereon fully prepaid and placing the envelope in the firm's daily mail processing center for mailing in the United States mail at Reno, Nevada.

— Federal Express  
— UPS Next Day Air  
— FAX (530) 221-7963  
— Personal Service

I am familiar with the practice of the law office of Erickson, Thorpe & Swainston, Ltd., for the collection of processing of correspondence for mailing with the United States Postal Service. In accordance with the ordinary course of business, the above mentioned document would have been deposited with the United States mail on the same day on which it was placed at the law office of Erickson, Thorpe & Swainston, Ltd. for deposit. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: November 4, 2019.

Dana Matthews  
Dana Matthews

# CLAIM AGAINST THE COUNTY OF PLUMAS

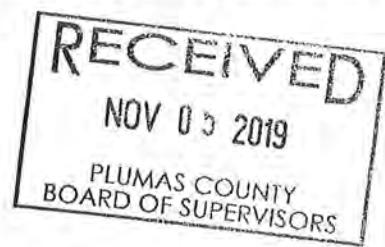
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4B

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## MAIL TO:

Clerk of the Board  
520 Main St, Rm 309  
Quincy, CA 95971



## CLAIMANT INFORMATION

1. Name of Claimant: Lewis Carl Prince
2. Date of Birth: 01/24/1964      3. Gender (circle one):  Male  Female
4. Mailing Address of Claimant:  

<u>105 Poplar Valley Road</u>	<u>Blairsden</u>	<u>Ca</u>	<u>96103</u>
Address	City	State	Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):  

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Biorn James Berg, Greg Hagwood other currently unkown superviory officials. See, Exhibit 1.

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Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.

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11/4/19

Date

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3. Negligence
4. Negligent Infliction of Emotional Distress
5. Intentional Infliction of Emotional Distress
6. Battery
7. Libel and Slander
8. Invasion of Privacy

Esther Prince will seek to recover compensatory and exemplary damages under the following state court claims:

1. Loss of consortium
2. Slander
3. Negligence (Bystander recovery)
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Reno, Nevada 89509  
(775) 786-3930

**PROOF OF SERVICE BY MAIL**  
**[C.C.P. §1013, 2015.5]**

I, Dana Matthews, declare as follows: I am, and was at the time of service hereinafter mentioned, a citizen of the United States and a resident of the County Washoe. I am over the age of 18 years and not a party the within action. My business address is 99 W. Arroyo Street, Reno, Nevada 89509.

On this date, I served the foregoing document described as:

# CLAIM AGAINST THE COUNTY OF PLUMAS

on the parties below by place a true copy thereof in a sealed envelope and served same on the parties/counsel, addressed as follows:

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DATED: November 4, 2019.

Dana Matthews

tel. (1/3) 186-3930 Fax (1/3) 186-4160