



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF FEBRUARY 18, 2020 TO BE HELD AT 11:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

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) BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (38th Annual Agony Ride, Sierra Valley, July 24-25, 2020) **[View Item](#)**

B) PROBATION

- 1) Approve and authorize the Chair to sign contract, not to exceed \$8,000, between County of Plumas and Shasta Treatment Associates, for administering an approved Sex Offender Management Program, effective July 1, 2019; approved as to form by County Counsel **[View Item](#)**
- 2) Approve and authorize the Chair to sign Memorandum of Understanding between County Probation Department and Department of Social Services for Title IV-E responsibilities and federal reimbursement, effective July 1, 2018 through June 30, 2020; approved as to form by County Counsel **[View Item](#)**

C) SHERIFF

- 1) Adopt **RESOLUTION** authorizing the Sheriff to apply for administer State Funding through a Grant with the California Department of Parks and Recreation, Off-Highway Motor Vehicle Division **[View Item](#)**
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$9,999, between County of Plumas and Redwood Toxicology Laboratory, Inc., for services provided effective June 1, 2019; approved as to form by County Counsel **[View Item](#)**
- 3) Approve supplemental budget of \$12,000 for unanticipated revenue (\$6,000 - Office of Emergency Services (70329), and \$6,000 - Sheriff (70330)) for fire prevention material, maps, printing costs, etc.; and fire resistant personal protective equipment for Search & Rescue; approved by the Auditor/Controller **[View Item](#)**

D) FACILITY SERVICES

Authorize Facility Services to waive fees for use of the Taylorsville Campground on the last Wednesday and Thursday of August annually for Plumas Charter School **[View Item](#)**

2. DEPARTMENTAL MATTERS

A) PUBLIC WORKS – Robert Perreault

Solid Waste Program: Adopt **RESOLUTION** Correcting a Clerical Error in Resolution No. 19-8422, Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 2, Intermountain Disposal, Inc. **Roll call vote** **View Item**

3. BOARD OF SUPERVISORS

- A. Ratify letter, dated February 6, 2020, to the California Resilience Challenge Evaluation Committee, in support of the County's 2020 California Resilience Grant Program Application; discussion and possible action **View Item**
- B. Ratify letter, dated February 6, 2020, to the California Natural Resources Agency regarding comments to the January 2020 Draft Water Resilience Portfolio; discussion and possible action **View Item**
- C. Adopt **RESOLUTION** to Transfer Real Property Tax Revenue from Tax Rate Area 001-002 with the City of Portola (Holsinger Addition). **Roll call vote** **View Item**
- D. Approve and authorize the Chair to sign agreement, not to exceed \$94,500, between County of Plumas and Guess Plumbing, Susanville, for Tobin waterline project; approved as to form by County Counsel
- E. Correspondence
- F. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

4. AUDITOR/CONTROLLER – Roberta Allen

Presentation of FY 2019-2020 Mid-Year Budget; discussion and possible action

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Human Resources Director (Board only)
- B. Personnel: Public employee performance evaluation – County Administrator (Board only)
- C. Conference with Legal Counsel: Claim Against the County filed by Wanda Thompson, Judy Brown, and Charlene Jones on December 9, 2019 **View Item**
- D. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (2) of Government Code §54956.9 (County of Butte and County of Plumas v. Department of Water Resources and State Water Contractors, Inc., Court of Appeal, Third Appellate District, Case No. C071785)
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

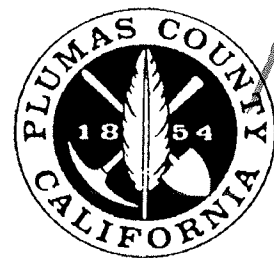
REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, March 3, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California

BOARD OF SUPERVISORS

VACANT, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5



February 18, 2020

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

Attention: Permits Engineer

Subject: Encroachment Permit Request

CHRISTIAN ENCOUNTER MINISTRIES

38th Annual Agony Ride, Sierra Valley, July 24-25, 2020

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

Sincerely,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works

CHRISTIAN ENCOUNTER MINISTRIES

Board Chair,

Christian Encounter Ministries is planning our 38th annual Agony ride in the Sierra Valley July 24-25, 2020. As in the past few years, Caltrans will require a letter of resolution from Plumas County for our use permit for Hwys 49 and 70. I've attached the information that I will be sending to the Plumas County Dept of Public Works as soon as I receive letters of notification from the Sheriff and Highway Patrol.

Please send a Plumas County letter of resolution for the Agony Ride to me at:

caryn@christianencounter.org

or

Caryn Galeckas
Christian Encounter Ministries
PO Box 1022
Grass Valley, CA 95945

Thank you very much for your assistance.

Caryn Galeckas
Office Manager
Christian Encounter Ministries



TENDING LIVES • TRAINING LEADERS

PO Box 1022 • Grass Valley, CA 95945 • (530)268-0877 Phone • (530)268-9077 Fax
cem@christianencounter.org • christianencounter.org



CHRISTIAN ENCOUNTER MINISTRIES

February 3, 2020

Mark Cruz
Plumas County Dept of Public Works
1834 E Main St
Quincy, CA 95971

Dear Mark,

Christian Encounter Ministries is planning our 38th annual Agony ride, July 24-25, 2020, and we would like to apply for a permit, as usual. I've enclosed all of the pertinent information as follows:

- Permit form
- operating plan
- Verification of Notification from Sheriff and Highway Patrol
- Certificate of Insurance with endorsement
- route map
- rider safety rules

Please let me know if you need anything else. Thank you for your help with this each year.

Sincerely,



Caryn Galeckas
Office Manager, CEM



TENDING LIVES • TRAINING LEADERS

PO Box 1022 • Grass Valley, CA 95945 • (530)268-0877 Phone • (530)268-9077 Fax
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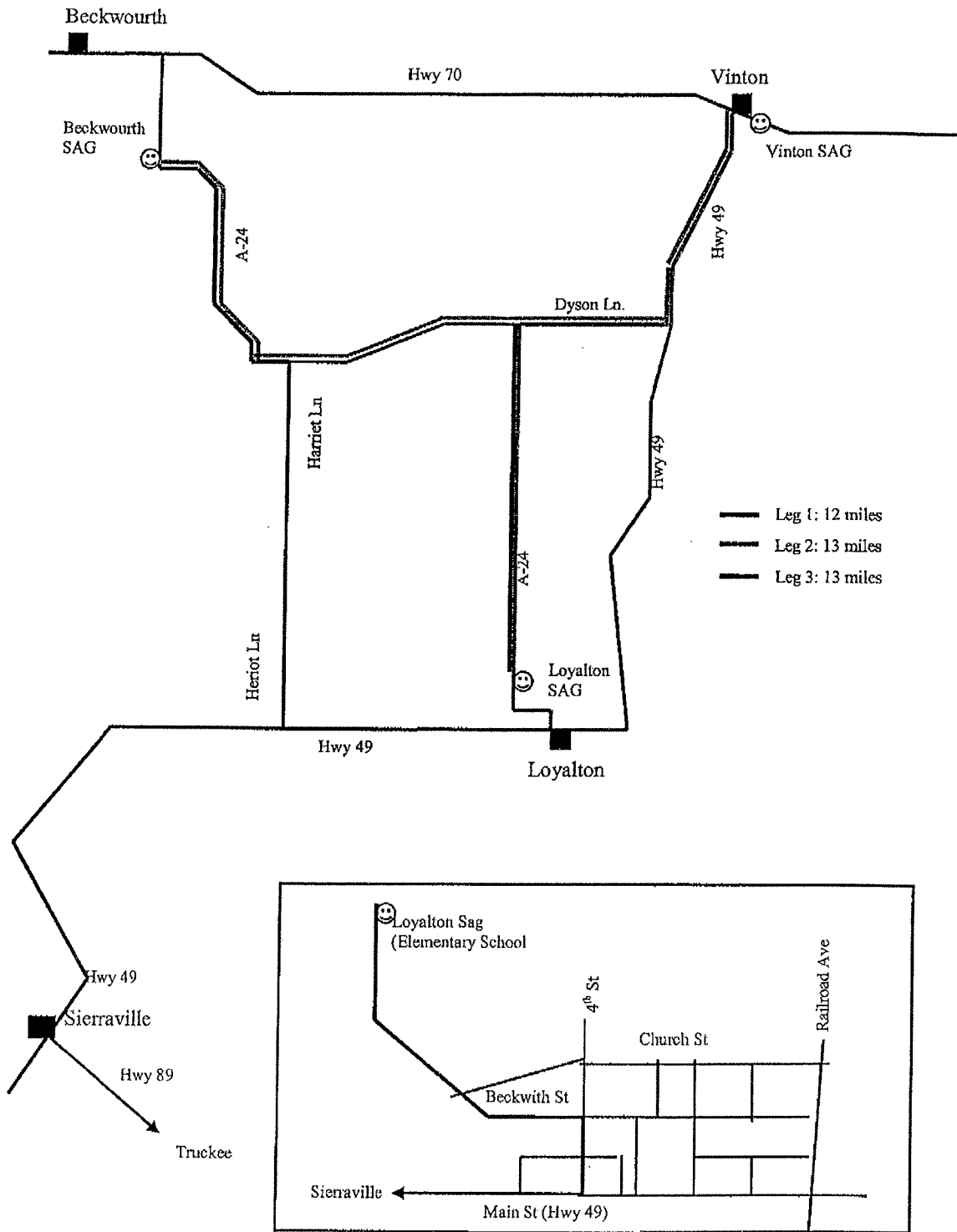


Christian Encounter Ministries
Agony Ride, July 24-25, 2020
Operating Plan

We expect to have 80-100 riders. The ride is scheduled to begin at 1:00 p.m. on July 24 and end at 1:00 p.m. on July 25. We plan to begin the ride in Loyalton, following a three-leg route. For the first leg, the riders will travel north on A24, turn right on Dyson Lane, turn left on Hwy. 49 for approximately three miles, and turn right on Hwy. 70 for approximately 200 yards to the SAG station at the Vinton Grange. On the second leg, the riders will leave the Grange via Ede street, turn left on Hwy. 49, turn right on Dyson Lane, then go straight on A24 to a piece of private property approximately 2 miles south of Highway 70. Leg three has the riders return to Loyalton, remaining on A24 the entire way. They will then repeat this route for the entire 24 hours.

Riders are required to wear helmets and orange reflective vests, and are instructed to obey traffic laws. They are also required to have white headlights, red tail lights, and reflectors in compliance with CA vehicle code section 21201 if riding at night. Signs are posted along the highway warning vehicles of the event and reminding riders to stay single file. Riders must check in at each SAG station. Several roving vehicles will also be available to monitor and assist the riders. Pavement markings to warn riders of hazards and mark directions will be done with spray chalk. In addition to the roving vehicles, we expect to have 30-40 volunteers manning each SAG station.

Agony Route Map





Erin Metcalf
Chief Probation Officer


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



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

DATE: February 4, 2020

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer 

SUBJECT: Approval of contract between the Plumas County Probation Department and Shasta Treatment Associates.

Recommendation

Approve and Authorize the Chair to sign a contract between the Plumas County Probation Department and Shasta Treatment Associates for directly administering an approved Sex Offender Management Program for adults and juveniles supervised and referred by the Probation Department.

Background and Discussion

A collaborative approach to Sex Offender Management, also known as the Containment Model, was made mandatory in California on July 1, 2012 per Penal Code Sections 290.09, 1203.067, 3008 and 9003. In past years, the Probation Department contracted with New Beginnings; however, the level of service provided is insufficient. Shasta Treatment Associates offers a highly reputable service. They can service both juveniles and adults up to the same amount contracted with New Beginnings, \$8,000.



Erin Metcalf
Chief Probation Officer

County of Plumas

Department of Probation

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



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

DATE: February 5, 2020

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Memorandum of Understanding (MOU) between the Probation Department and Department of Social Services (DSS) regarding Title IV-E responsibilities and federal reimbursement.

Recommendation

Approve and authorize the Memorandum of Understanding (MOU) between the Probation Department and the Department of Social Services (DSS). This agreement insures compliance with the Title IV-E state plan for federal reimbursement of Title IV-E services from July 1, 2018 through June 30, 2020.

Background and Discussion

Section 472 of the Social Security Act requires an agreement between the California Department of Social Services agency responsible for Title IV-E foster care and adoption assistance programs and county welfare departments regarding the provision of Title IV-E services. This agreement establishes and ratifies existing relationships and procedures between Probation and DSS.

101

DATE: February 18th, 2020
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns
RE: Agenda Items for the meeting of February 18th, 2020

It is recommended that the Board:

Adopt Resolution that allows the Sheriff to apply for and administer state funding through a grant with the California Dept. of Parks and Recreation Department Off-Highway Motor Vehicle Division.

Background and Discussion:

The Sheriff's Office has been receiving funding from the OHV Division of Calif. State Parks and Recreation for more than 20 years. This resolution is necessary for continued funding through the state for the Sheriff's Office OHV program.

The application calls for a new "ongoing" resolution by your Board that allows the Sheriff to apply for and administer a grant through California Dept. of Parks and Recreation. There will be a 25% matching funds requirement to this application that is easily met by in-kind activities within the Sheriff's Office (i.e. Calls handled on regular patrol assignments that involve Off Highway Vehicles and related Search and Rescue calls) as well as OHV In-Lieu Funds received from the state that are earmarked and spent on the department's OHV/OSV program. The Sheriff's Office has never relied on general funding to meet this requirement. This grant cycle should be no different.

Approved as to form by County Counsel.

**Governing Body Resolution
Law Enforcement Off-Highway Vehicle Grant**

**RESOLUTION NO. _____
RESOLUTION OF THE PLUMAS COUNTY BOARD of SUPERVISORS**

**APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE
STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-
HIGHWAY VEHICLE GRANT FUNDS**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003 as amended, which provides funds to the State of California and its political subdivisions for, operation and maintenance, restoration, law enforcement and education and safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the project;

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors hereby:

1. Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that acquisition and development projects be maintained to specific conservation standards; and
4. Certifies that the project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds (as applicable); and
7. Certifies that the public and adjacent property owners have been notified of this project (as applicable); and
8. Appoints The Plumas County Sheriff as agent to conduct all negotiations, and execute and submit all documents including, but not limited to, applications, payment requests, and "subject to approval by the Board of Supervisors and County Counsel" agreements and amendments, which may be necessary for completion of the project.

Approved and Adopted on the _____ day of _____, 20 _____. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by _____ following a roll call vote:

Ayes:

Noes:

Absent:

Chair, Board of Supervisors

ATTEST: *

Clerk of the Board



TODD JOHNS
SHERIFF-CORONER
DIRECTOR


Office of the Sheriff

Office of Emergency Services

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

102

Memorandum

DATE: February 5, 2020
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns 
RE: Agenda Items for the meeting of February 18, 2020

It is recommended that the Board:

Approve and sign contract #PCSO00119 between the Plumas County Sheriff's Office (PCSO) and Redwood Toxicology Laboratory, Inc. a California Corporation for payments, services provided by Redwood Toxicology Laboratory Inc. from June 1, 2019 to date of approval in the amount of \$9,999.

Background and Discussion:

Approve for payment, services provided by Redwood Toxicology Laboratory, Inc from June 1, 2019 to date of approval of this agreement.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and REDWOOD TOXICOLOGY LABORATORY, INC., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand Nine Hundred Ninety-Nine Dollars (\$9,999.00).
3. Term. The term of this agreement shall be from June 1, 2019, and shall remain in effect through May 31, 2020, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Redwood Toxicology from June 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 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 third-party 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 reasonable 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 to the extent such Claim arise out of, either directly or indirectly, County's negligence or intentional acts. Contractor shall have no obligation, however, to indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000),
 - b. Automobile liability coverage (including non-owned automobiles) with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insured. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

iii. 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

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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insured. Contractor's insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

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.

a. Contractor certifies and agrees that it is licensed by the State of California, and the Centers for Medicare & Medicaid Services, Clinical Laboratory Improvement Amendments of 1988 to perform drugs of abuse testing throughout the United States. Contractor participates in the proficiency testing program administered by the American Association of Bioanalysts.

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 and such consent shall not be unreasonably withheld. The forgoing shall not apply to any work to be performed by an affiliate of Contractor, where affiliate means any corporation, firm, limited liability company, partnership or other entity that directly controls or is controlled by or is under common control with the Contractor.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Office
County of Plumas
1400 East Main Street
Quincy, CA 95971
Attention: Investigations Sergeant Steve Peay

Contractor:

Redwood Toxicology Laboratory
3650 Westwind Blvd.
Santa Rosa, CA 95403
Attention: Contract Manager

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

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

CONTRACTOR:

Redwood Toxicology Laboratory, Inc., a
California corporation

By: _____ Date: _____
Cindy Horton
VP, U.S. Commercial Toxicology

COUNTY:

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

By: _____ Date: _____
Kevin Goss, Chair
Board of Supervisors

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

By: _____ Date: _____
Barry C. Chapman
Chief Financial Officer

Attest:
By: _____ Date: _____
Nancy Daformo
Clerk of the Board of Supervisor

APPROVED AS TO FORM:
Plumas County Counsel


By:  Date: 2/3/20
Sara James
Deputy County Counsel

EXHIBIT A

Scope of Work

1. Contractor will provide, upon request/order by the County on an as needed basis, urine drug screening for Alcohol (Ethanol), Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, and THC. Initial screening of Contractor's standard laboratory tests is performed by enzyme immunoassay (EIA). Confirmation is performed by a secondary method, including; gas chromatography (GC), gas chromatography/mass spectrometry (GC/MS), and/or liquid chromatography/tandem mass spectrometry (LC/MS/MS), depending on drug class.
2. Upon request by the County, Contractor will provide GC-MS confirmation of positive drug screens. Upon request by the County, Contractor will provide confirmation of Benzodiazepines and Oxycodone by liquid chromatography/tandem mass spectrometry (LC-MS/MS).
3. Upon request by the County, Contractor will provide urine testing for Ethyl Glucuronide (EtG) and Ethyl Sulfate (EtS) alcohol metabolite. EtG/EtS is screened, confirmed and quantitated by liquid chromatography/tandem mass spectrometry (LC-MS/MS).
4. Contractor's standard service includes all urine collection and shipping supplies. Supplies include requisition forms, specimen labels, urine specimen bottles, chain of custody forms and security seals. Pre-pad mailer boxes for specimens sent to the laboratory are provided when fewer than five (5) specimens are sent to Contractor at one time.

Next day air service supplies are provided when five (5) or more specimens are sent in one overnight lab pack bag or box at one time. Less than five (5) specimens sent in to the lab at one time by next day air service will be assessed a twenty-five dollar (\$25.00) charge per shipment. Outbound shipping and handling of Contractor lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. All items shipped FOB Shipping Point.

5. Reporting by internet through Contractor's reporting website <https://toxaccess.redwoodtoxicology.com> is default method. Fax summary and/or hard copy reports will be provided upon request.
6. Contractor will confirm all positive tests by the methods indicated in Sections 1 through 3 above. Turnaround times are as follows:

Urine Drug Testing

- Negative results for basic *urine* tests (non-esoteric) are available within twenty-four (24) hours after receipt of specimen(s) at RTL.
- Confirmed positive results or esoteric testing requiring GC-MS, LC-MS/MS or GC-FID will be reported to authorized County personnel within forty-eight (48)

hours to seventy-two (72) hours after receipt of specimen(s), or after receiving request for GC-MS or LC-MS/MS confirmation.

Oral Fluid Drug Testing

- Negative results for oral fluid screens are available within twenty-four (24) hours after receipt of specimen(s) at RTL.
- Confirmed positive results by GC-MS or LC-MS/MS will be reported to authorized County personnel within forty-eight (48) to seventy-two (72) hours after receipt of specimen(s), or after receiving request for GC-MS or LC-MS/MS confirmation.

Positive specimens will be saved for three (3) months.

7. Contractor will provide County with court representation/testimony at a cost of seven hundred (\$700.00) per day plus travel, a daily meal per-diem and hotel cost not to exceed the County and State rates, and any other related travel cost.
8. Contractor will sell to County, upon request/order by the County, onsite drug and/or alcohol screening devices ("Product") as designated in Attachment A to Exhibit B at the prices set forth thereon. Collection and shipping supplies are available for the Product. Supplies include requisition forms, specimen labels, urine specimen bottles or collection beakers. Chain of custody forms and security seals.
9. The County shall read and follow all of the instructions for use supplies with the Product. The County further acknowledges that the Product is a screen only, and that the Contractor strongly recommends the confirmation of any positive screen result by appropriate, recognized laboratory confirmation methodology before taking any action deemed adverse to the specimen donor.

EXHIBIT B

Terms of Payment

1. Contractor shall charge the County for the Work in accordance with the Fee Schedule attached hereto as Attachment A. Contractor shall invoice the County monthly. Invoices for Product are sent separately from laboratory services invoices. Laboratory service fees are not included on the invoices for Products.
2. Shipping and handling of Product orders will be assessed on an 'at cost' basis.
3. The County shall pay all undisputed invoices within thirty (30) days of the County's receipt of the invoice.
4. Any order of Product received by the County shall be deemed accepted by the County unless the County notifies Contractor in writing within twenty days of receipt of the Product that the County rejects the order in whole or in part and states the reason for said rejection. The County understands that the Product has a limited shelf life and that the delayed return of Product for reasons other than being either non-conforming or defective place commercial limitations on the resale of said Product to other purchasers.
5. Any order rejected by the County on the basis that the product is either non-conforming or is defective may be returned to Contractor for full credit or replacement.
6. Any Product returned for any other reason shall be subject to a restocking fee equal to twenty percent (20%) of said order.
7. Contractor will not increase fees for a period of one year, commencing with the date of this agreement. Thereafter, increases shall not be more frequent than one-year intervals. Increases shall become effective with sixty (60) days written notice.
8. Contractor shall furnish to the County such information as may be requested which relates to the services described in this contract. The service provider shall provide reasonable access to all records, books, reports and other necessary data and information needed to accomplish reviews of services and expenditures.

Attachment A

Fee Schedule

See attached.



Abbott

3650 Westwind Boulevard
Santa Rosa, CA 95403
T: +1 800 255 2159
F: +1 707 577 8102

Attachment A
Pricing Schedule Effective June 1, 2019
Plumas County Sheriff's Department

Section I: Laboratory Drug & Alcohol Testing Services - Urine

URINE LAB TESTS - STANDARD DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
H58	Urine 12 Panel ALC,AMP,BAR,BZO,COC,CR,MTD,OPI,OXY,PCP,PPX,THC - Automatic Confirmation Included	\$ 16.00
Various	GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug	\$ 12.50

Initial screening of standard laboratory tests at RTL will be performed by enzyme immunoassay (EIA). Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS), liquid chromatography-tandem mass spectrometry (LC-MS/MS), or gas chromatography-gas flame ionization (GC-FID), depending on drug class. GC-FID is used only on samples requiring alcohol (EtOH) confirmation. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.

URINE LAB TESTS - SPECIALTY DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
092	Buprenorphine - Screen Only	\$ 3.00
5292	Buprenorphine - Confirmation Only	\$ 25.00
646 or 647	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - EtG Screen with Automatic Confirmation of Positives for both EtG & EtS	\$ 12.50
2101	Fentanyl - Screen Only	\$ 6.00
5504	Fentanyl - Confirmation Only	\$ 30.00
5960	Kratom - Confirmation Only	\$ 75.00
5212	Tramadol - Confirmation Only	\$ 35.00

URINE LAB TESTS - SPECIALTY DRUG PANELS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
P40	Comprehensive Panel - Screen Only / Confirmation for additional fee of \$20.00 per drug. Detects over 600 brand name prescription drugs, illicit drugs, and alcohol.	\$ 45.00
P80	Designer Stimulants (Bath Salts) - Expanded Panel	\$ 35.00
6473	Synthetic Marijuana (K2/Spice) - Standard Panel	\$ 25.00
8474	Synthetic Marijuana (K2/Spice) - Premium Panel	\$ 35.00
5554	Fentanyl - Premium Panel	\$ 40.00

Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluids

ORAL FLUID LAB TESTS - STANDARD DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
2101001	Quantisal Oral Fluid Collection Device - purchase required prior to testing	\$ 2.20
Various	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	\$ 12.50
9512	Oral Fluid 5 Panel AMP,COC,MTD,OPI,PCP - Screen Only	\$ 6.00
9515	Oral Fluid 6 Panel AMP,BZO,COC,MTD,OPI,THC - Screen Only	\$ 6.50
9538	Oral Fluid 7 Panel AMP,BAR,BZO,COC,MTD,OPI,OXY - Screen Only	\$ 7.50
9588	Oral Fluid 8 Panel AMP,BAR,BUP,BZO,COC,MTD,OPI,OXY - Screen Only	\$ 10.44
9534	Oral Fluid 10 Panel ALC,AMP,BAR,BZO,COC,MTD,OPI,OXY,PCP,THC - Screen Only	\$ 9.75
9535	Oral Fluid 7 Panel ALC,AMP,COC,OPI,OXY,PCP,THC - Screen + Auto Confirm of Positives	\$ 12.70
9527	Oral Fluid 8 Panel ALC,AMP,BZO,COC,MTD,OPI,OXY,THC - Screen + Auto Confirm of Positives, Except MTD	\$ 13.45
9532	Oral Fluid 10 Panel ALC,AMP,BAR,BZO,COC,MTD,OPI,OXY,PCP,THC - Screen + Auto Confirm of Positives	\$ 14.95

Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS) or liquid chromatography-tandem mass spectrometry (LC-MS/MS), depending on drug class. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.



3650 Westwind Boulevard
Santa Rosa, CA 95403
T: +1 800 255 2159
F: +1 707 577 8102

Attachment A
Pricing Schedule Effective June 1, 2019
Plumas County Sheriff's Department

Section III: Laboratory Supplemental Services

PROBLEMATIC SPECIMEN CHARGES AND ADDITIONAL SERVICE CHARGES

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	\$ 10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$ 10.00
	Product and/or Supply Shipping Errors due to Incorrect Address Provided	\$ 25.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL in Error	\$ 100.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$ 10.00
AFFD	Affidavits	\$ 100.00
INTP	Interpretations	\$ 100.00
STAT	STAT Testing Requests (Priority)	\$ 100.00
CORT	Telephonic or Webinar Court Testimony	\$ 250.00
	In-Person Court Testimony	\$700 per day + travel

Collection & Shipping Supplies

RTL provides all necessary urine specimen collection kits and shipping supplies to its clients at no additional cost. For urine testing these supplies include:

- Urine specimen collection kits: beakers with built-in temperature strips and specimen bottles
- Specimen baggies with absorbent material
- Lab requisition (chain of custody) forms – pre-printed and/or self-print electronic collection
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes

Lab Supply Shipping and Handling: Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. FOB Shipping Point.

Specimen Shipment to RTL: Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a twenty-five dollar (\$25.00) charge per shipment.

Section IV: Rapid Drug & Alcohol Screening Devices

PANEL-DIP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0119	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	\$3.07	\$76.75

ROUND INTEGRATED CUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0015	13	CUP 13 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50/TRA200 - FFUO**	\$4.75	\$118.75
01 501 0016	14	CUP 14 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/K2-30/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50/TRA200	\$5.50	\$137.50

COLLECTION SUPPLIES

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
031246	N/A	90 ml Urine Collection Bottle with Built-in Temp Strip	\$0.00	\$0.00

Device Order Shipping & Handling: Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Shipping Point.

**Forensic Use Only (FFUO) devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services


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

103

Memorandum

DATE: February 5, 2020

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns 

RE: Agenda Item for the meeting of February 18, 2020

RECOMMENDATION:

Approve supplemental budget request for OES (70329) in the amount of \$6,000.00 for unanticipated revenue/expenditures for FY 19/20 for Title III funding awarded.

Approve supplemental budget request for Sheriff (70330) in the amount of \$6,000.00 for unanticipated revenue/expenditures for FY 19/20 for Title III funding awarded.

BACKGROUND & DISCUSSION:

The FY 19/20 Administrative and Budgetary Controls require transfers to/from fixed asset accounts to be approved by the Board of Supervisors.

On November 5, 2019, Title III funding was awarded for various projects.

The supplemental budget request for the OES budget (dept 70329) in the amount of \$6,000.00 is the funding to be expended for fire prevention materials, maps, printing costs, etc. and GIS services. This is less than the funding awarded because it is the anticipated amount needed for the remainder of this fiscal year.

The supplemental budget request for the Sheriff budget (dept 70330) in the amount of \$6,000.00 is the funding to be expended on fire resistant personal protective equipment for Search & Rescue. This is the only portion of the funding awarded that is anticipated to be expended by the end of the fiscal year.

TRANSFER NUMBER
(Auditor's Use Only)

Date 2/5/2020

Board
Board
Board
Auditor
Auditor

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

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

A) SUPPLEMENTAL BUDGET FOR A PORTION OF THE 2019 TITLE III FUNDING THAT WILL BE USED THIS FISCAL YEAR

B) N/A

C) EXPENSES WILL BE INCURRED THIS FISCAL YEAR

D) TITLE III FUNDS AWARDED FOR SPECIFIED ACTIVITIES

Approved by Department Signing Authority:

Roni Towery

 Approved/ Recommended

 Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: SHERIFF Dept. No: 70330 Date 2/5/2020

The reason for this request is (check one):

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

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☐ **TRANSFER FROM OR** ☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001S	70330	48001	TRANSFER IN	6,000.00
Total (must equal transfer to total)				6,000.00

☐ **TRANSFER TO OR** ☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001S	70330	520940	SAFETY EQUIPMENT	6,000.00
Total (must equal transfer to total)				6,000.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) SUPPLEMENTAL BUDGET FOR A PORTION OF THE 2019 TITLE III FUNDING THAT WILL BE USED THIS FISCAL YEAR

B) N/A

C) EXPENSES WILL BE INCURRED THIS FISCAL YEAR

D) TITLE III FUNDS AWARDED FOR SPECIFIED ACTIVITIES

Approved by Department Signing Authority:

Row Jowery

 Approved/ Recommended

 Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Kevin Correia
Director

Board Date: February 18, 2020

To: The Honorable Board of Supervisors

From: Kevin Correia, Director

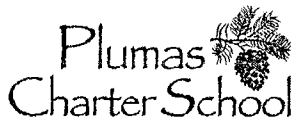
Subject: Authorize the Department of Facility Services to waive the rental fee for Pam Lyman/Plumas Charter School on the last Wednesday and Thursday of August annually for the use of the Taylorsville Campground.

Background

Pam Lyman/Plumas Charter School has requested to waive the rental fee on the last Wednesday and Thursday of August annually for the use of the Taylorsville Campground. 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 Pam Lyman /Plumas Charter School on the last Wednesday and Thursday of August annually for the use of the Taylorsville Campground.



INDIAN VALLEY ACADEMY

4352 Main Street Taylorsville, CA 95983 • 530.284.7050 530.284.1920 FAX • www.plumascharterschool.org

Feb. 4th, 2020

Board of Supervisors

520 Main St. Room #309

Quincy, Ca 95971

Dear Board of Supervisors,

Thank you for allowing us to camp at the Taylorsville Campground in the past, for our Annual All school campout, free of charge. It is a very appreciated, generous donation.

We would like to ask for a waiver of fees for our annual camping trip at Taylorsville Campground, once a year, commencing the last Wednesday of August. We take approximately 60 students in grades 7th -12th camping, for 2 nights, to begin our school year.

It is a wonderful way to start the school year. It provides students a relaxed environment. It has proven to be successful in fostering and building our school culture. Students participate in team building, physical activities and community service.

I hope that the arrangement in years past has been beneficial, as it is for the students. We believe students cleaning the grounds before departure, helps instill care of the land we use. Prior to leaving the campgrounds we asked the camp hosts if there are other duties we can help with before we leave.

Thank you for your consideration in this matter.

Pam Lyman

Administrative Assistant/Field Trip Coordinator

Indian Valley Academy

2A

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

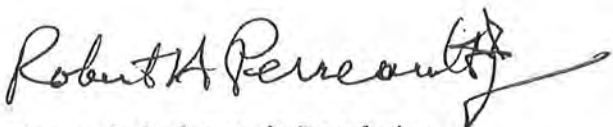
1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
Robert A. Perreault, Jr., P.E. Director of Public Works

AGENDA REQUEST

for the February 18, 2020 Meeting of the Board of Supervisors

February 10, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

Subject: Consideration of a proposed resolution correcting a clerical error in Resolution 19-8422 "A Resolution Establishing A Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 2" to correct a clerical error which resulted in the Resolution No. 19-8422 listing the existing rates rather than the newly approved rates.

PREFACE:

The purpose of this Agenda Request is to enable the Board of Supervisors to:

1. Consider the adoption of the attached, proposed resolution correcting a clerical error in Resolution 19-8422 "A Resolution Establishing A Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 2" to correct a clerical error which resulted in the Resolution No. 19-8422 listing the existing rates rather than the newly approved rates.

BACKGROUND:

2019:

On March 15, 2019 Intermountain Disposal, Inc. (IMD) submitted Audited Financial Statements to the County of Plumas Solid Waste Department. Upon review of these documents by County staff and R3 Consulting Group, a Refuse Rate Index (RRI) procedure, as set forth in the replacement Franchise Agreement that took effect on April 1, 2017, was calculated. The determination of these calculations was such that IMD was entitled to a solid waste fee increase in the amount of 4.24%.

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

On June 18, 2019, the Board of Supervisors approved the action to proceed with the public notices for a Rate Increase for disposal of solid waste as operated by franchise contractor Intermountain Disposal, Inc. (serving Franchise Area No. 2) for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities, and directed Public Works staff to implement the notification actions associated with Proposition 218.

On June 20, 2019, the County of Plumas mailed notices of a public hearing to 1,797 customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments and provided internet links to a listing of pertinent rate increase-related documents (per Proposition 218 regulations). This mail-out notice also included a solid waste fee increase proposal letter, time of a public hearing, and copy of the rate increase schedule. At the Public Hearing on August 6, 2019 there were received a total of zero letter protesting the rate increase of 4.24% to solid waste collection fees. The Board of Supervisors voted in favor of the “proposed rate increase of 4.24% for solid waste fees for solid waste services related to collection fees, which shall cover door-to-door collection, transfer hauling and ultimate disposal activities (within Franchise Area No. 2), as operate by franchise contractor Intermountain Disposal, Inc.”

On July 2, 2019, the Plumas County Board of Supervisors voted to adopt Resolution 19-8411 “A Resolution Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Area No. 2.” This Resolution when adopted immediately put into effect the rate increase of 4.24% for all IMD Transfer Station rates.

On August 6, 2019, the Plumas County Board of Supervisors voted to adopt Resolution 19-8422 “A Resolution Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 2.” As a result of a clerical error during the assembly of the proposed resolution the existing rate schedule was included instead of the newly approved rates reflecting a 4.24% rate increase.

On August 6, 2019 a Public Hearing was held for the proposed rate increase. There were zero protest letters received at the time of this meeting. The Board of Supervisors voted into effect Resolution 19-8422 “A Resolution Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 2.”

Through verbal conversation started in mid-September 2019, Intermountain Disposal, Inc. (IMD) representatives brought to the attention of Public Works and Solid Waste staff the clerical error in the recorded Resolution 19-8422. After investigation, review, and consultation by County Counsel, Public Works and Solid Waste staff, all concurred with the findings IMD presented.

Resolution 19-8422 was recorded with a clerical error to the curbside collection rates, these rates remained unchanged and subsequently did not reflect the 4.24% rate increase proposed and supported by RRI calculations.

Public Works and Solid Waste Staff have coordinated these revisions to the Amended Rate Increase Resolution through County Counsel and Clerk of the Board. This has led to the proposed Amended Resolution as attached.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Board of Supervisors vote to adopt the attached, proposed resolution correcting a clerical error in Resolution 19-8422 “A Resolution Establishing A Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 2” to correct a clerical error which resulted in the Resolution No. 19-8422 listing the existing rates rather than the newly approved rates.

ATTACHMENTS:

- Copy of Agenda Item No. 7B and Backup information from Board of Supervisors Meeting dated August 6, 2019.
- Resolution 19-8422: “A Resolution Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 2.”
- Resolution 17-8228: “A Resolution Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services”
- Proposed Resolution No. 20-____: “A Resolution Correcting a Clerical Error in Resolution 19-8422 “A Resolution Establishing A Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 2”



BOARD OF SUPERVISORS

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

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

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. BOARD OF SUPERVISORS

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

2. CONSENT AGENDA

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

A) FACILITY SERVICES

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

B) COUNTY ADMINISTRATOR

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

C) CLERK OF THE BOARD

Approve Board minutes for July 2019

D) SOCIAL SERVICES

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

E) COUNTY COUNSEL

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

F) BEHAVIORAL HEALTH [View Item](#)

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

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

G) PROBATION

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

H) FARM ADVISOR

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

I) SHERIFF

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

J) PUBLIC HEALTH AGENCY

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

K) ASSESSOR

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

L) PUBLIC WORKS

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

3. ALLIANCE FOR WORKFORCE DEVELOPMENT

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

4. DEPARTMENTAL MATTERS

A) PUBLIC HEALTH AGENCY – Andrew Woodruff

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

B) PLANNING – Tracey Ferguson

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

5. BOARD OF SUPERVISORS

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

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC)

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

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)

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

SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT

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

LOCAL AGENCY FORMATION COMMISSION (LAFCo)

Select a Board member to replace Supervisor Sanchez on LAFCo

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

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

TRANSPORTATION COMMISSION

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

NORCAL-EMS

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

6. COUNTY MUSEUM

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

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

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

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

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

8. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Claim Against the County of Plumas filed by Georgia Miles on July 26, 2019 **View Item**
- B. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding county facilities: 1446 East Main Street, Quincy, CA
- C. Conference with Legal Counsel: Existing litigation pursuant to subdivision (d) (1) of Government Code §54956.9, County of Plumas, et al., Appellants, v. Dept. of Water Resources, State Water Contractors, Inc., et al., Respondents, California Court of Appeal, Third District, Case No. C071785
- D. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (two cases)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- G. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

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

7B

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

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

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

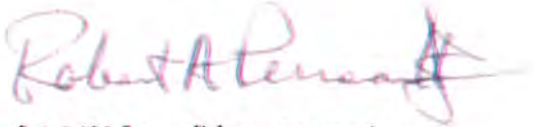
Director of Public Works

AGENDA REQUEST

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

July 29, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

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

PREFACE:

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

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

BACKGROUND:

2018:

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

PROPOSED RATE INCREASE SUMMARY FOR IMD:

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

- 4.24% (residential collection) and
- 4.24% (commercial collection) and
- 4.24% (residential and commercial customers self-hauling to transfer stations).

Note: This Agenda Request does not pertain to the transfer stations, as the proposed 4.24% rate increase was considered and approved by the Board of Supervisors on July 2, 2019.

CONSIDERATION BY THE SOLID WASTE TASK FORCE

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

PUBLIC NOTICE

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

PUBLIC DOCUMENTS

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

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

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

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

RESOLUTION OF PROPOSED RATE INCREASE

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

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

RECOMMENDATION:

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

ATTACHMENTS:

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



DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION

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

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

NOTICE OF PUBLIC HEARING

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

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

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

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

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

The following additional information is pertinent:

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

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

- **RATE INCREASE PROCEDURE**

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

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

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

- **RATE PROTEST PROCEDURE**

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

All protests must include the following minimum information:

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

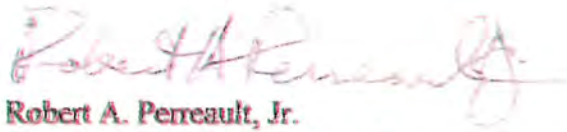
If the County receives written protests from a majority of curbside subscription customers within Service Area 2, it cannot adopt the proposed fees.

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

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

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

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



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

June 18, 2019

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

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

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

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

RESOLUTION NO. 19-_____

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

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

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

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

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

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

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

WHEREAS, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 2 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 17-8228.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 17-8228, for collection, transfer and related solid waste services Franchise Service Area No. 2, as follows:

(a) General. For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 2, as defined in the County Solid Waste Management Plan.

(b) Collection fees. The base rate for collection shall cover door-to-door collection, transfer,

hauling, and ultimate disposal activities.

- (1) Residential base rate. The charge for one can per week shall be a monthly fee of \$20.51, two (2) cans per week shall be a monthly fee of \$27.15; three (3) cans per week (\$38.23). The monthly charge for a sixty-four (64) gallon waste-wheeler shall be \$30.46 for one collection per week. A monthly charge for a 100-gallon waste-wheeler is \$36.04 for one collection per week.
 - (2) Residential large items. Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$19.45 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$38.76 each per collection. Each tire shall be charged per collection: \$4.03 [sixteen (16") inches or less]; \$8.24 [more than sixteen (16") inches but less than twenty (20") inches]; \$19.45 [more than twenty (20") inches].
 - (3) Residential billing. Each new residential collection account shall be charged an \$8.24 start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.
 - (4) Commercial base rate. A one cubic yard bin shall be charged a monthly fee of \$86.55 for one collection per week; a monthly fee of \$162.95 for two (2) collections per week; a monthly fee of \$259.76 for three (3) collections per week; a monthly fee of \$346.24 for four (4) collections per week; and a monthly fee of \$432.85 for five (5) collections per week. Each additional cubic yard per collection shall be charged \$23.24, including any fraction of a cubic yard such as when waste is heaped above the top of a bin. Commercial can service shall be charged a monthly fee of \$26.74 for one can collected per week; a monthly fee of \$32.71 for two (2) cans collected per week; a monthly fee of \$38.76 for three (3) cans collected per week; and a monthly fee of \$44.47 for four (4) cans collected per week, and double the above if collection is twice per week. The monthly charge for a sixty-four (64) gallon waste-wheeler is \$34.33. The monthly charge for a one hundred-gallon waste-wheeler is \$40.36.
 - (5) Commercial large items. The same rates as for residential large items, in subsection (b) (2), above, shall apply.
 - (6) Commercial billing. The commercial base rate may be billed to the customer one month in advance of service, or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.
- (c) Special travel charge for collection. In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed \$90.28 per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

RESOLUTION NO. 19- 8422

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

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

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

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

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

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

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

WHEREAS, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 2 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 17-8228.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 17-8228, for collection, transfer and related solid waste services Franchise Service Area No. 2, as follows:

- (a) General. For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 2, as defined in the County Solid Waste Management Plan.
- (b) Collection fees. The base rate for collection shall cover door-to-door collection, transfer,

hauling, and ultimate disposal activities.

- (1) Residential base rate. The charge for one can per week shall be a monthly fee of \$20.51, two (2) cans per week shall be a monthly fee of \$27.15; three (3) cans per week (\$38.23). The monthly charge for a sixty-four (64) gallon waste-wheeler shall be \$30.46 for one collection per week. A monthly charge for a 100-gallon waste-wheeler is \$36.04 for one collection per week.
 - (2) Residential large items. Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$19.45 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$38.76 each per collection. Each tire shall be charged per collection: \$4.03 [sixteen (16") inches or less]; \$8.24 [more than sixteen (16") inches but less than twenty (20") inches]; \$19.45 [more than twenty (20") inches].
 - (3) Residential billing. Each new residential collection account shall be charged an \$8.24 start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.
 - (4) Commercial base rate. A one cubic yard bin shall be charged a monthly fee of \$86.55 for one collection per week; a monthly fee of \$162.95 for two (2) collections per week; a monthly fee of \$259.76 for three (3) collections per week; a monthly fee of \$346.24 for four (4) collections per week; and a monthly fee of \$432.85 for five (5) collections per week. Each additional cubic yard per collection shall be charged \$23.24, including any fraction of a cubic yard such as when waste is heaped above the top of a bin. Commercial can service shall be charged a monthly fee of \$26.74 for one can collected per week; a monthly fee of \$32.71 for two (2) cans collected per week; a monthly fee of \$38.76 for three (3) cans collected per week; and a monthly fee of \$44.47 for four (4) cans collected per week, and double the above if collection is twice per week. The monthly charge for a sixty-four (64) gallon waste-wheeler is \$34.33. The monthly charge for a one hundred-gallon waste-wheeler is \$40.36.
 - (5) Commercial large items. The same rates as for residential large items, in subsection (b) (2), above, shall apply.
 - (6) Commercial billing. The commercial base rate may be billed to the customer one month in advance of service, or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.
- (c) Special travel charge for collection. In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed \$90.28 per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

(d) Bin delivery charge. In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of \$55.55 shall be charged to cover the round trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.

(e) Not Used.

(f) Fee for extra services. Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 6th day of August, 2019, by the following vote:

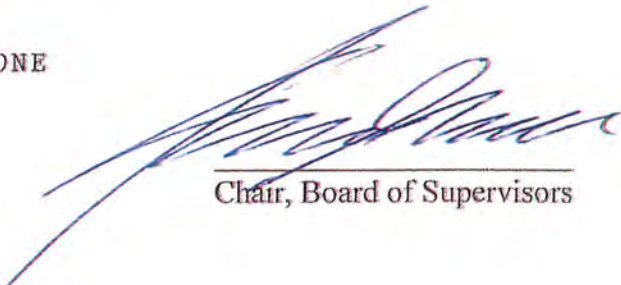
AYES: Supervisors: SIMPSON, THRALL, ENGEL, GOSS

NOES: Supervisors: NONE

ABSTAIN: Supervisors: NONE

ATTEST:


Clerk of the Board of Supervisors


Chair, Board of Supervisors

RESOLUTION NO. 17- 8228

A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES

WHEREAS, the Plumas County Board of Supervisors is presently in the process of considering the adoption of replacement solid waste franchise agreements for each of its franchise contractors, and

WHEREAS, the Board of Supervisors desires to provide a clear transfer of authority to collect fees for solid waste collection, transfer, and related services from the current fee schedule that appears in Chapter 10 of Title 6 of the Plumas County Code of Ordinances to a similarly formal instrument that will facilitate the transition between the existing franchise contracts to the new franchise agreements, and

WHEREAS, those portions of Section 6-10.207, "Fee schedule for collection, transfer, and related services" of Chapter 10, "Solid Waste Control", of the Plumas County Code of Ordinances that specify the collection fees (subsection b), special travel charge for collection (subsection c), bin delivery charge (subsection d), fees for unloading at transfer sites or landfills (subsection e) and fees for extra services (subsection f) will be deleted in their entirety upon the imminent adoption of an ordinance that will replace said Chapter 10, and

WHEREAS, it is the intention of the Board to simplify and expedite the solid waste rate adjustment procedure now and in the future, recognizing that publishing such rates in resolution form will accomplish that goal,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that this Board hereby re-affirms the adoption of the existing fee schedule for collection, transfer and related solid waste services as shown in Section 6-10.207, subsections (b) through (f), inclusive, of the Plumas County Code of Ordinances, to wit:

(a) General. For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to all franchise areas, except that fees in parentheses, e.g. One and no/100ths (\$1.00) Dollars shall apply to Franchise Area 3 (**Intermountain Disposal Inc. franchise area**), as defined in the County Solid Waste Management Plan.

(b) Collection fees. The base rate for collection shall cover door-to-door collection, transfer, hauling, and ultimate disposal activities.

(1) Residential base rate. The charge for one can per week shall be a monthly fee of \$18.07 (**\$20.51**), two (2) cans per week shall be a monthly fee of \$25.13 (**\$27.15**); three (3) cans per week (**\$38.23**). The monthly charge for a sixty-four (64) gallon waste-wheeler shall be \$24.71 (**\$30.46**) for one collection per week. A monthly charge for a 100-gallon waste-wheeler is \$32.03 (**\$36.04**) for one collection per week.

(2) Residential large items. Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$17.70 (~~\$19.45~~) each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$35.24 (~~\$38.76~~) each per collection. Each tire shall be charged per collection: \$3.90 (~~\$4.03~~) [sixteen (16") inches or less]; \$7.53 (~~\$8.24~~) [more than sixteen (16") inches but less than twenty (20") inches]; \$17.70 (~~\$19.45~~) [more than twenty (20") inches].

(3) Residential billing. Each new residential collection account shall be charged a \$7.53 (~~\$8.24~~) start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.

(4) Commercial base rate. A one cubic yard bin shall be charged a monthly fee of \$75.44 (~~\$86.55~~) for one collection per week; a monthly fee of \$150.66 (~~\$162.95~~) for two (2) collections per week; a monthly fee of \$226.47 (~~\$259.76~~) for three (3) collections per week; a monthly fee of \$302.01 (~~\$346.24~~) for four (4) collections per week; and a monthly fee of \$377.56 (~~\$432.85~~) for five (5) collections per week. Each additional cubic yard per collection shall be charged \$20.28 (~~\$23.24~~), including any fraction of a cubic yard such as when waste is heaped above the top of a bin. Commercial can service shall be charged a monthly fee of \$23.18 (~~\$26.74~~) for one can collected per week; a monthly fee of \$28.50 (~~\$32.71~~) for two (2) cans collected per week; a monthly fee of \$33.72 (~~\$38.76~~) for three (3) cans collected per week; and a monthly fee of \$39.04 (~~\$44.47~~) for four (4) cans collected per week, and double the above if collection is twice per week. The monthly charge for a sixty-four (64) gallon waste-wheeler is \$28.50 (~~\$34.33~~). The monthly charge for a one hundred-gallon waste-wheeler is \$39.04 (~~\$40.36~~).

(5) Commercial large items. The same rates as for residential large items, in subsection (b) (2) above, shall apply.

(6) Commercial billing. The commercial base rate may be billed to the customer one month in advance of service, or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.

(c) Special travel charge for collection. In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed \$81.71 (~~\$90.28~~) per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

(d) **Bin delivery charge.** In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of \$50.31 (~~\$55.55~~) shall be charged to cover the round trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.

(e) **Fees for unloading at transfer sites or landfills.** The following fees shall be collected from the public for unloading at transfer sites or landfills, and such fees shall cover the handling, transfer, hauling, and ultimate disposal activities.

(1) **Minimum fee.** The minimum fee for unloading shall be \$7.53 (~~\$9.07~~) for the equivalent of two (2) cans or standard containers; \$11.96 (~~\$13.82~~) for the equivalent of three (3) cans; and \$15.70 (~~\$17.95~~) for the equivalent of four (4) cans.

(2) **Vehicle unloading fee.** When waste is unloaded from vehicles and such waste exceeds in amount the equivalent of four (4) cans or standard containers, then the following charges shall apply on the basis of vehicle size:

(I) Station wagon: \$16.28 (~~\$18.44~~);

(II) Compact pickup truck: \$20.23 (~~\$22.94~~);

(III) Compact pickup truck with sideboards: \$25.87 (~~\$28.99~~);

(IV) Standard-sized pickup truck: \$24.71 (~~\$27.98~~);

(V) Standard-sized pickup truck with sideboards: \$30.92 (~~\$34.62~~);

(VI) Larger trucks: \$17.44 (~~\$20.15~~) per cubic yard maximum.

(3) **Fee for unloading large and restricted items.** Unusually large items increase the time and effort of disposal, and the following charges shall apply:

(I) A washer or dryer, standard-sized refrigerator, single-bed mattress, or similar-sized object: \$14.01 (~~\$15.65~~);

(II) A standard-sized deep freezer, double-bed mattress, or similar-sized object: \$25.34 (~~\$28.99~~) maximum;

(III) Each tire sixteen (16") inches or less: \$3.11 (~~\$3.44~~); Each tire seventeen (17") inches to twenty (20") inches: \$6.27 (~~\$6.88~~); Each tire more than twenty (20") inches: \$13.91 (~~\$15.17~~);

(IV) Tree stumps shall be unloaded only at landfills, not transfer sites. Each stump twelve (12") inches or less: \$20.23 (~~\$22.28~~); Each stump thirteen (13") to twenty-four (24") inches: \$40.51 (~~\$44.81~~); Each stump more than twenty-four (24") inches: \$60.74 (~~\$67.22~~);

(V) Cathode ray tubes and televisions shall only be accepted at transfer stations. Each cathode ray tube (computer monitor) and television: \$3.32 (~~\$3.73~~);

(VI) Other large items not included in this section shall be charged pursuant to subsection (f) of this section.

(4) Compacted loads. Compacted loads shall be permitted only at transfer sites, and only if the hauler weighs the truck before and after tipping at the site. Compacted loads shall be charged at the rate of \$81.50 (~~\$83.35~~) per ton.

(5) Prohibited items. None of the following items shall be permitted by the franchisee to be unloaded: dead animals; car bodies; tree stumps at transfer sites; explosives; toxic chemicals or any hazardous waste materials; except that steel items and car bodies will be accepted free of charge at the Greenville Transfer Site.

(f) Fee for extra services. Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 7th day of February, 2017, by the following vote:

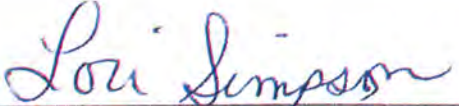
AYES: Supervisors: Engel, Thrall, Goss, Sanchez, Simpson

NOES: Supervisors: None

ABSTAIN: Supervisors: None

ATTEST:


Clerk of the Board of Supervisors


Chair, Board of Supervisors

RESOLUTION NO. 20-_____

A RESOLUTION CORRECTING A CLERICAL ERROR IN RESOLUTION 19-8422 “A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 2”

WHEREAS, it has come to the attention of the Board of Supervisors that an inadvertent typographical error in the preparation of Resolution No. 19-8422 approving a 4.24% increase in the solid waste collection rates in Franchise Service Area No. 2 served by Intermountain Disposal, Inc., incorrectly listed the former rates rather than the new rates approved at the public hearing held on August 6, 2019; and

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

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

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

WHEREAS, on August 6, 2019 zero written protests against the proposed adjustment to solid waste fees and services were received prior to the conclusion of the public hearing held on this date; and

WHEREAS, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 2 was entitled to rate increases to the fee schedule previously in place pursuant to Plumas County Resolution No. 17-8228; and

WHEREAS, it was the conclusion of the Board of Supervisors that the Franchise Contractor for Franchise Service Area No. 2 was entitled to rate increase of 4.24%, but as a result of a typographical error Resolution No. 19-8422 did not correctly reflect the action of the Board of Supervisors approving the 4.24% rate increase.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that Resolution No. 19-8422, is corrected to read as provided in attached Exhibit “A.”

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 18th day of February, 2020, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

EXHIBIT "A"
RESOLUTION NO. 19-8422

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

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

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

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

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

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

WHEREAS, zero written protests against the proposed adjustment to solid waste fees and services were received prior to the conclusion of the public hearing held on this date; and

WHEREAS, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 2 is entitled to rate increases to the fee schedule that is presently in place pursuant to the Plumas County Resolution No. 17-8228.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by an Amending Resolution No. 19-8422, for collection, transfer and related solid waste services Franchise Service Area No. 2, as follows:

- (a) General. For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 2, as defined in the County Solid

Waste Management Plan.

(b) Collection fees. The base rate for collection shall cover door-to-door collection, transfer, hauling, and ultimate disposal activities.

(1) Residential base rate. The charge for one can per week shall be a monthly fee of \$21.38, two (2) cans per week shall be a monthly fee of \$28.30; three (3) cans per week (\$39.85). The monthly charge for a sixty-four (64) gallon waste-wheeler shall be \$31.75 for one collection per week. A monthly charge for a 100-gallon waste-wheeler is \$37.57 for one collection per week.

(2) Residential large items. Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$20.27 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$40.40 each per collection. Each tire shall be charged per collection: \$4.20 [sixteen (16") inches or less]; \$8.59 [more than sixteen (16") inches but less than twenty (20") inches]; \$20.27 [more than twenty (20") inches].

(3) Residential billing. Each new residential collection account shall be charged an \$8.59 start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.

(4) Commercial base rate. A one cubic yard bin shall be charged a monthly fee of \$90.22 for one collection per week; a monthly fee of \$169.86 for two (2) collections per week; a monthly fee of \$270.77 for three (3) collections per week; a monthly fee of \$360.92 for four (4) collections per week; and a monthly fee of \$451.20 for five (5) collections per week. Each additional cubic yard per collection shall be charged \$24.23, including any fraction of a cubic yard such as when waste is heaped above the top of a bin. Commercial can service shall be charged a monthly fee of \$27.87 for one can collected per week; a monthly fee of \$34.10 for two (2) cans collected per week; a monthly fee of \$40.40 for three (3) cans collected per week; and a monthly fee of \$46.36 for four (4) cans collected per week, and double the above if collection is twice per week. The monthly charge for a sixty-four (64) gallon waste-wheeler is \$35.79. The monthly charge for a one hundred-gallon waste-wheeler is \$42.07.

(5) Commercial large items. The same rates as for residential large items, in subsection (b) (2), above, shall apply.

(6) Commercial billing. The commercial base rate may be billed to the customer one month in advance of service, or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.

(c) Special travel charge for collection. In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the

area, or if none, from the franchisee's yard. The costs, not to exceed \$94.11 per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

(d) Bin delivery charge. In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of \$57.91 shall be charged to cover the round trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.

(e) Not Used.

(f) Fee for extra services. Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 6th day of August, 2019, by the following vote:

AYES: Supervisors: SIMPSON, THRALL, ENGEL, GOSS

NOES: Supervisors: NONE

ABSTAIN: Supervisors: NONE

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

BOARD OF SUPERVISORS

VACANT, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5

February 6, 2020



3A

California Resilience Challenge Evaluation Committee
Bay Area Council Foundation
c/o Adrian Covert
Vice President of Public Policy
EMAIL: resilience@bayareacouncil.org

Dear Evaluation Committee,

The Plumas County Board of Supervisors is writing this letter in support of the County's 2020 California Resilience Challenge Grant Program Application. Plumas County knows first-hand the need to become more resilient to drought, flood, severe weather, and wildfire and supports taking the necessary steps to adapt to these changes for multiple benefits including the public, the environment, the economy, and critical infrastructure.

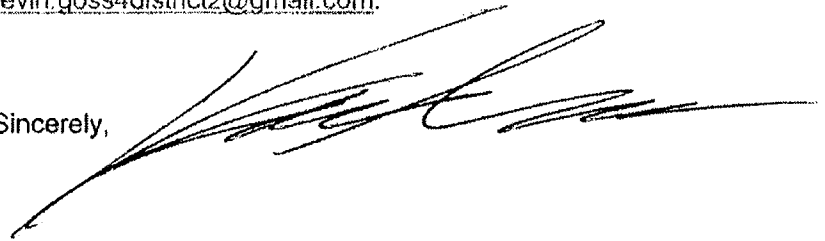
Plumas County is uniquely located at the northern end of the Sierra Nevada where it intersects with the Cascade Range. Plumas County is also home to the largest high elevation valley-meadow complex in California and is characterized by a large network of streams and rivers that are all part of the greater Feather River Watershed. The Feather River Watershed is the largest watershed in the Sierra Nevada, includes nearly all of Plumas County, and is one of the primary source watersheds that contributes to the water supply of the majority of Californians.

The County's 2035 General Plan states that climate change may be one of the greatest challenges facing the Sierra Nevada region in the coming decades. The potential changes will pose challenges to the environment, economies, and communities. These challenges have become an increasing concern in California, the nation, and the world. Planning for climate change provides strategies that can address issues that affect community livability and sustainability. With rising energy and fuel costs, plans that direct more compact patterns of development, which encourages and facilitates the placement of employment in close proximity to housing, can significantly reduce miles traveled to work, reducing personal transportation costs and public infrastructure costs. Plumas County is committed to protecting its communities in a manner that addresses climate change and a reduction in greenhouse gas emissions.

The Board understands that Plumas County is eligible for this funding as a California county and is ready to respond and prepare the required planning documents for climate adaptation and resiliency. Choosing to fund a rural California mountain county will bring much needed resources that will benefit the County's disadvantaged and vulnerable communities for generations to come.

In closing, Plumas applauds the leadership of the California Resilience Challenge and their efforts to build up local and regional climate resilience with funding support for a shared vision for a resilient California. Should the California Resilience Challenge Evaluation Committee have any questions for the Plumas County Board of Supervisors, please don't hesitate to contact me at kevin.goss4district2@gmail.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Goss', with a long horizontal flourish extending to the right.

Kevin Goss
Chair, Board of Supervisors

3B



BOARD OF SUPERVISORS

VACANT, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5

February 6, 2020

Ms. Nancy Vogel
Director of the Governor's Water Portfolio Program
California Natural Resources Agency
1416 Ninth Street, Suite 1311
Sacramento CA 95814

Dear Ms. Vogel,

Plumas County is pleased to have the opportunity to submit comments on the January 2020 Draft Water Resilience Portfolio, which aims at fulfilling the Governor's Executive Order N-10-19 that calls for a suite of actions to ensure the state's long-term water resilience and ecosystem health. Further, the County is encouraged to see the state is continuing its commitment to all stakeholders of being a wise steward of California's natural resources.

It will likely be noticed by the state that there is a common thread among stakeholder feedback, which is maintaining local autonomy and receiving or having access to much needed resources. Local autonomy is of utmost importance for Plumas County. The short of the County's response herein is that we share the same goals and objectives and are capable of resolving most of our issues. We need the resources to take action.

Maintain and Diversify Water Supplies

As the state invests in local capacity to diversify the water portfolio, particularly for the population centers and agricultural areas, local economies and environments can be improved. In the headwater areas like Plumas County, natural ecosystems can be restored and job opportunities enhanced. As the state's large population centers that lie on the coast rely on their natural resources (the Pacific Ocean) they reduce water demands for Plumas County's natural resources. Commitment to "harness[ing] the best of science, engineering, and innovation" should be the priority as it stands on its own merits. The day in which science, engineering, and innovation fails in diversifying the state's water portfolio is the day that narrow ideologies and interests triumph over a water resiliency portfolio with statewide benefits.

Protect and Enhance Natural Systems

The best way to protect and enhance natural ecosystems is to not deplete one region's resources to benefit another's while their natural resources go underutilized despite the capabilities of science, engineering, and innovation. Natural ecosystems are best protected, enhanced, and enjoyed according to their own limitations and opportunities; taking water from the north state and other states to allow millions of people to build in a desert is detrimental to both ecosystems.

The State's leadership is appreciated and helpful, however it should not be overvalued. Local stakeholders know best the solutions of environmental health as it is our livelihood, way and quality of life and serve as

our economic foundation. Every region of California is as unique as it is beautiful and majestic, and the state cannot appreciate, anticipate, nor satisfy fully every dynamic and need. Therefore, the state needs to share the leadership role with regional and local stakeholders and professionals outside of state agencies.

Too often state standards and policies are too cumbersome and too expensive (especially for rural stakeholders) and are often underdeveloped and conflicting, thereby causing confusion and contention. For example, during the most recent drought, mandated conservation measures were unequally applied and enforced throughout the state between regions. While landscapes and grass grew green in southern California without consequence, northern California's compliant grass and landscapes diminished in drab shades of yellow and brown.

Finally, to look forward we must look back, and history suggests California's water woes are complicated by failed policy, management, and maintenance over decades. Yet the Draft Water Resilience Portfolio is silent on this subject and treats climate change as the only impending threat to the state's water. Plumas County suggests a section be included in the Water Resiliency Portfolio that describes how the Water Resiliency Portfolio addresses the limitations of past policies, management, and maintenance of the state's water infrastructure. The purpose of this discussion is to not point the finger, but to point the way forward with improved policies, mandates, and standards that are educated by past practices.

Build Connections

Plumas County is supportive of infrastructure to share water; however, the state must recognize physical connections beget intangible connections among stakeholders that have tangible consequences. Such connections and consequences are much more complex to craft and construct without negative impacts to other parties. For example, over twenty years ago water shortages prompted water contractors to consider amendments to their water supply contracts with the state. After the 'dust settled' several years later, Plumas County received \$4M of \$8M. Plumas County continues to wait for the balance until lawsuits and appeals are settled. The Water Resilience Portfolio approach should offer real opportunities to mitigate and move beyond litigation so as to not hamstring stakeholder stewardship in opposite corners of the state.

Limited investment continues to negatively impact Plumas County's ability to operate and improve water infrastructure and natural resource management despite these being the state's goals. Our successful 2016 Upper Feather River Integrated Regional Water Management (UFR IRWM) Plan and suite of projects lays out in great detail the hopes and needs of water and watershed managers in our region. This plan was built from the ground up by our regional forestry, agricultural, and drinking water stewards. The UFR IRWM Plan is being implemented as grant and private funding allows. The Proposition 1 Disadvantaged Communities (DAC) funding proposals for drinking water infrastructure upgrades for the Indian Valley Community Service District and the Sierraville Public Utility District and the Proposition 68 Sierra Valley Groundwater Sustainability Management Planning grant proposal (totaling over \$3M) are recent examples.

Finally, to be successful the tangible and intangible connections must be established upon secure foundations, and these foundations, such as water rights, must be respected by all parties including the state. Plumas County finds the Draft Water Resilience Portfolio relatively silent on the protection of water rights, though the term is mentioned throughout the document. The Portfolio must respect and build upon the existing system of senior, area-of-origin, and county-of-origin water rights. The headwater areas are significant sources of water for beneficial uses and users of water throughout California and they are areas with some of the oldest water rights in the state. These rights must be respected by downstream water districts and the State of California as the foundation for the Water Resilience Portfolio and the state must affirm that foundation with specific language and policy direction in the Final Portfolio document.

Be Prepared

Funding is a critical resource for preparation. Recommendations for investments into core capabilities at the local level to implement regional water resiliency portfolios are supported by Plumas County and even critical for remote, rural, and generally economically disadvantaged headwaters areas having the capacity to access the opportunities potentially provided by the Portfolio and future water and watershed resiliency implementation funding.

The role of local government and federal land managers in the headwaters areas is crucial for successful implementation of a Water Resilience Portfolio in the headwaters areas, as many communities are unincorporated and significant portions of land are owned and managed by the federal government. Ongoing government to government consultation and partnership development by the state with local governments and federal land managers must be built into the Portfolio through clear state direction both in policy and narrative guidance and through specific performance metrics for state staff charged with implementing the Water Resilience Portfolio. Recurrent collaboration among these parties must habitually advance the milestones and not get lost along the contradictory crossroads of agency agendas.

Much of the policy, planning, and action for preparation is based on climate data. The public and stakeholders should have a guarantee of data transparency to be assured that data is not cherry-picked for agency agendas. If the data is to define the boundaries by which we all prepare and play by, then the data and its sources should be provided for inspection and discussion amongst the stakeholders. The objective being climate data and its sources are objective and truly inclusive.

In summary, Plumas County is thankful to submit a response to the Draft Water Resilience Portfolio and for the state's attention and consideration of such feedback. Of primary concern for the County is access to resources to meet the state's goals, enhancing local autonomy and partnership with the state, and the use of objective data. To be sure, Plumas County shares the state goal of protecting, preserving, and enhancing the state's water portfolio and looks forward to an enduring partnership to support Plumas County's and California's water and ecosystem needs.

Kind regards,



Kevin Goss
Plumas County Board of Supervisors, Chair

CC:

Plumas County Board of Supervisors
Tracey
Bob Perrault, Director of Public Works, Plumas County
Craig Settlemyre, Plumas County Counsel
Phil Oels, Mayor, City of Portola
Lauren Knox, City Manager, City of Portola

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Plumas County Resolution No. 20- ____

**A RESOLUTION TO TRANSFER REAL PROPERTY TAX REVENUE
FROM TAX RATE AREA 001-002 WITH THE CITY OF PORTOLA**

WHEREAS, on March 19, 1979, the City of Portola (the "City") approved its Resolution No. 531 providing for the annexation of property known as the "Holsinger Addition," Plumas County Assessor's Parcel Number 126-010-012-000, consisting of approximately 248.69 acres which is more particularly described as follows:

Real property in the City of Portola, County of Plumas, State of California, described as follows:

THAT PORTION OF SECTION 1, TOWNSHIP 22 NORTH, RANGE 13 EAST, M.D.M., ACCORDING TO THE OFFICIAL PLAT THEREOF; DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 1, AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 4 OF RECORD OF SURVEYS AT PAGE 131, PLUMAS COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING NORTH 00° 12' 31" WEST 2028.95 FEET; THENCE NORTH 89° 03' 34" EAST 5373.13 FEET; THENCE SOUTH 01° 07' 52" EAST 1991.38 FEET; THENCE SOUTH 88° 39' 47" WEST 5405.80 FEET TO THE POINT OF BEGINNING.

APN 126-010-012

WHEREAS, on March 26, 1979, the Executive Officer of the Local Agency Formation Commission of Plumas County issued a Certificate of Completion for the Holsinger Annexation, and,

WHEREAS, on April 5, 1979, the State Board of Equalization acknowledged receiving notice of the Holsinger Annexation, and,

WHEREAS, Plumas County Tax Rate Area ("TRA") 001-002 is comprised solely of the Holsinger Addition, Plumas County Assessor's Parcel Number 126-010-012-000, and,

WHEREAS, on October 17, 1983 the City passed Resolution 740 Authorizing Execution of An Agreement For Allocation of Taxes Incident to Annexation with Plumas County, which included as an Exhibit a proposed Interim Agreement, Master Property Tax Transfer from Plumas County (the "County"), and a letter from the Plumas County Board of Supervisors, proposing a Master Property Tax Transfer consisting of a 49/51 percent City/County split of real property tax revenue increments for annexed lands, and,

WHEREAS, on November 8, 1983, the Plumas County Board of Supervisors passed Resolution No. 83-3710, providing that in the event of jurisdictional changes resulting from annexation of previously unincorporated lands to the City of Portola, the formula for apportioning property

taxes from such annexed lands shall be forty-nine percent (49%) of the County's share of the tax increment, and,

WHEREAS, through an apparent oversight, the Interim Agreement, Master Property Tax Transfer was never executed by either the City or the County and the City has not received any of the real property tax revenue from TRA 001-002, and the County receives 28.113129% of the real property tax revenue from TRA 001-002, and,

WHEREAS, the Plumas County Board of Supervisors is advised that the City of Portola will be presented with an identical resolution with a proposal to that which is reflected herein, and that such resolution and proposal is likely to be adopted by the City following a hearing of the matter, and,

WHEREAS, Section 99.02 *et. seq.* of the State of California Revenue and Taxation Code requires the public agency that will be affected by a proposed transfer of fees, charges assessments, taxes or other revenues to hold a public hearing to consider the effect of said transfer;

WHEREAS, a hearing was held on this date, with prior notice of the hearing provided pursuant to Section 6061 of the Government Code through publication in the *Feather River Bulletin*, a newspaper of general circulation in the County;

WHEREAS, the Board has considered and makes the following findings as required by Section 99.02(f) of the Revenue and Taxation Code:

- A. The County of Plumas, as the transferring agency, determines that revenues are available for this purpose.
- B. The transfer will not result in any increase in the ratio between the amount of revenues of the transferring agency that are generated by regulatory licenses, use charges, user fees, or assessments and the amount of revenues of the transferring agency used to finance services provided by the transferring agency.
- C. The transfer will not impair the ability of the transferring agency to provide existing services.
- D. The transfer will not result in a reduction of property tax revenues to school entities.

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

1. That the 28.113129% of real property tax revenue received by the County from TRA 001-002, which property is more particularly described above, will be shared by the County such that the City and County will split the property tax increment on a 49/51 percent basis, with the City receiving 13.775433% and the County receiving 14.337695%.

2. That the proposed transfer will take effect and the City and County will split the revenue from the real property tax increment from TRA 001-002 as described above beginning on July 1, 2019.

3. This Resolution shall have no force or effect unless and until the City Council of the City of Portola adopts a resolution consistent with the provisions of this Resolution including:

- a. A provision that the City of Portola accepts this property tax transfer in full satisfaction of any transfer of property tax between the City and the County in connection of the annexation of the subject territory to the City in 1979; and
- b. A provision acknowledging that neither this Resolution nor the resolution adopted by the City of Portola to effect this exchange of property tax revenue shall be deemed a ratification of the above-described "Interim Agreement, Master Property Tax Transfer;" and
- c. A provision that this property tax exchange does not set a precedent of any kind regarding future annexations of territory to the City of Portola or property tax exchanges incident to such annexations.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said board held on the 18th day of February, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Kevin Goss, Chair
Board of Supervisors

ATTEST:

Nancy DaForno
Clerk of the Board

[\\CC-MARI1 coco shared\\Resolutions and Ordinances\\County version of Resolution - Tax Sharing Agreement - Holsinger (00499365-2xB33D7) county edits 20200130.docx]

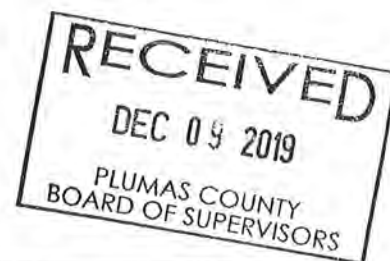
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CLAIM AGAINST THE COUNTY OF PLUMAS
(Pursuant to Government Code §910.4)

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: Wanda Thompson, Judy Brown, and Charlene Jones
2. Date of Birth: n/a
3. Gender (circle one): ☐ Male ☒ Female
4. Mailing Address of Claimant:
See attached
Address City State Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):
Dunn & Panagotacos, 369 Pine Street, #600 San Francisco CA 94104
Address City State Zip
6. Telephone Number of Claimant: See attached

INFORMATION ABOUT CLAIM

7. Incident Date: Month June Day 18 Year 2019
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
See attached
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
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

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): \$ Exceeds \$10,000
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 see attached
13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

Steven W. Peay, other employees and/or agents of the Coroner's office are unknown.

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):

N/A

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.

Matthew R. Cody
Signature

12/5/19
Date

Matthew R. Cody
Printed Name of Person Completing Claim

**Attachment to Claim Against the County of Plumas by Wanda Thompson, Judy Brown,
and Charlene Jones, dated December 6, 2019**

1. Claimants submit this claim in their individual capacities, and as successors-in-interest to Roger R. Dunsmore (hereafter, "Decedent").

4. Please contact claimant's by mail by directing all correspondence and notices to undersigned counsel:

Matthew R. Cody
Dunn & Panagotacos
369 Pine Street, Ste. 600
San Francisco, CA, 94104

6. Please contact undersigned counsel at: (925) 300-3474

7 (continued). Upon information and belief, the negligent and unlawful acts occurred on or around June 18, 2019. However, claimants do not have all the information and did not learn of the facts and circumstances giving rise to this claim until on or around August 19, 2019.

8. Upon information and belief, the location of the incident was within the office, examination rooms, or other facilities where the Plumas County Coroner's Office (hereafter, "Coroner") performed official duties relating to Decedent.

9. Claimants are surviving siblings of Decedent, who passed away on June 6, 2019. Following the death, the Coroner commenced an inquest into the cause of death, which included a toxicology test ordered by Steven W. Peay. The Coroner issued a death certificate on or about June 11, 2019 which stated that a toxicology test was pending.

Upon information and belief, on or about June 18, 2019, Decedent was cremated. Claimants waited for several months for the results of the toxicology test. However, on or about August 19, 2019, Mr. Peay informed Ms. Thompson that the body had been cremated before the toxicology test was completed or performed.

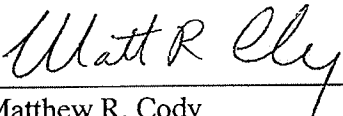
The County, by and through the Coroner, including its agents and/or employees, acted negligently in handling the remains of Decedent by cremating the body prior to completing and/or performing the toxicology test. The Coroner failed to follow policies and procedures

required by law, comply with duties imposed by law, or act reasonably in carrying out duties the office undertook to complete a toxicology test prior to cremating the body.

10. Emotional distress from the mishandling of remains, uncertainty about the cause of death, and unfulfilled life insurance policy for Decedent in the amount of \$3,000.

12. The question on the county form is vague. The amount claimed exceeds \$10,000 and, if an action is filed in Plumas County Superior Court, it will be filed as an unlimited civil case.

DATED: 12/6/19


Matthew R. Cody
Dunn & Panagotacos, LLP
Counsel for Claimants Wanda Thompson,
Judy Brown, Charlene Jones


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I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Dunn & Panagotacos LLP, 369 Pine Street, Suite 600, San Francisco, CA 94104. On the date indicated below, I served the within document:

- [X] (By EMAIL) by transmitting via electronic mail the documents listed above to the electronic mail address set forth below on this date.

**Plumas County
Clerk of the Board
520 Main Street, Rm 309
Quincy, CA 95971
Email: pcbs@countyofplumas.com**

I certify under penalty of perjury, under the laws of the state of California and the United States of America, that the foregoing is true and correct.


Esperanza Zuniga

MATTHEW R. CODY
MCODY@DPLLP.COM



ATTORNEYS AT LAW
369 PINE ST., SUITE 600
SAN FRANCISCO, CA 94104
OFFICE: (415) 982.2100
FAX: (415) 982.2119
WWW.DPLLP.COM

DECEMBER 6, 2019

VIA U.S. MAIL AND EMAIL

Plumas County
Clerk of the Board
520 Main Street, Rm 309
Quincy, CA 95971
Via email to: pcbs@countyofplumas.com

RE: California Government Tort Claim by Wanda Thompson, Judy Brown, and
Charlene Jones, individually and as successors-in-interest to the estate of Roger
R. Dunsmore

Dear Clerk of the Board:

I have been retained as legal counsel for Wanda Thompson, Judy Brown, and Charlene Jones. My clients are the surviving siblings and successors-in-interest to Roger R. Dunsmore. Please find enclosed a formal Government Tort Claim against the County of Plumas.

Please direct all correspondence and notices to my office. If a county representative would like to speak with me to discuss this matter, I can be reached directly at (925) 300-3474.

I appreciate your time and attention to this matter.

Sincerely,

DUNN & PANAGOTACOS LLP

/s/

Matthew R. Cody

Enclosures