

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF JUNE 4, 2019 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

### **PLEDGE OF ALLEGIANCE**

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

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

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

#### **A) SHERIFF**

Approve and authorize the Chair to sign Amendment No. 1 to Agreement, not to exceed \$100,000, between County of Plumas and City of Portola for FY 2018-2019 law enforcement services; approved as to form by County Counsel **[View Item](#)**

#### **B) PUBLIC HEALTH AGENCY**

Approve and authorize the Chair to sign Modification of Agreement with Northern California Emergency Medical Services for the Counties Local Emergency Medical Services Agency, extending the term through fiscal year 2019-2020, approved by County Counsel **[View Item](#)**

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

Approve Board minutes for May 2019

**D) SOCIAL SERVICES**

- 1) Approve and authorize the Director of Social Services to sign agreement, not to exceed \$10,000, between County of Plumas and Richard England Sr. to prepare reports for the Court to determine whether services could be available to prevent the break-up of a Native American family and whether such services are culturally appropriate; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Director of Social Services to sign agreement, not to exceed \$15,000, between County of Plumas and April Bay, Ph.D. for psychological evaluations of parents in the Child Welfare system; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Director of Social Services to sign agreement, not to exceed \$20,000, between County of Plumas and Les Schwab-Horton Tire Center for FY 2019-2020 vehicle maintenance; approved as to form by County Counsel [View Item](#)
- 4) Authorize the Department of Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Social Services Aide position, created by promotion within the department [View Item](#)
- 5) Authorize the Department of Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Eligibility Specialist I/II position, created by resignation [View Item](#)

**E) ELECTIONS**

Certify election results of the West Almanor Community Services District Special Election held on May 7, 2019 [View Item](#)

**F) BEHAVIORAL HEALTH**

- 1) Authorize final payment of \$3,971.68 to Plumas Crisis Intervention and Resource Center for January through April 2019 for operating costs associated with Plumas County Behavioral Health Wellness Centers [View Item](#)
- 2) Authorize payment of invoices from FY 2017-2018 to Kings View Corporation in the amount of \$16,748.49 [View Item](#)
- 3) Approve and authorize the Chair to sign agreement, not to exceed \$500,000, between County of Plumas and Aligned Telehealth & Asana Integrated Medical Group for FY 2019-2020 psychiatric services; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Behavioral Health Director to sign amendment to Memorandum of Understanding between County of Plumas and the Department of State Hospitals for purchase of state hospital beds through FY 2019-2020; approved as to form by County Counsel [View Item](#)

**G) BOARD OF SUPERVISORS**

Ratify letter to the Department of Transportation (Caltrans) for encroachment permit (Mohawk Valley Events Committee: Annual Fourth of July Events to be held on Saturday, July 6th and Sunday, July 7th in and around Graeagle, CA) [View Item](#)

**H) COUNTY COUNSEL**

Adopt **RESOLUTION** Exempting the County of Plumas from Providing Small Claims Advisory Services. **Roll call vote** [View Item](#)

**I) LIBRARY**

Approve unanticipated grant revenue received of \$6,000 for purchase of ZipBooks (\$800 to be spent in FY 2018-2019 and remainder to be carried forward to FY 2019-2020) [View Item](#)

**J) PROBATION**

Approve and authorize the Chair to sign contract between County of Plumas and Lassen County for Juvenile Detention Facility for juvenile offenders (\$110 a day, per juvenile, before adjudication, and \$85 a day, per juvenile, for court-ordered commitments; approved as to form by County Counsel [View Item](#)

## **SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

The Board of Supervisors sits as the Governing Board for various special districts and county service areas in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District; County Service Area #12.

### **Convene as the Walker Ranch Community Services District Governing Board**

#### **2. WALKER RANCH COMMUNITY SERVICES DISTRICT/PLANNING** – Randy Wilson

Trailhead Subdivision for Reversion to Acreage: Approve application to move forward to hearing before the Plumas County Zoning Administrator on June 12, 2019; determine that the District's existing sewage disposal and water lines are unnecessary for present or prospective public purposes and that the applicant may proceed to cap the lines and abandon the system as proposed as part of the Reversion to Acreage process; and determine that the unpaid District standby fees of \$975 are due and payable and that the interest payment of \$4,844.97 does not apply as there is an existing security bond of \$975 held by the County that covers the unpaid amount of the stand by fees; discussion and possible action [View Item](#)

### **Adjourn as the Walker Ranch Community Services District Governing Board and reconvene as the Board of Supervisors**

#### **3. DEPARTMENTAL MATTERS**

##### **A) PLANNING** – Randy Wilson

- 1) Designate the Planning Director as "designated subordinate officer" for the purpose of meeting requirements of Business and Professions Code 23958.4 (b) (2); discussion and possible action [View Item](#)
- 2) Approve and authorize the Planning Director to sign agreement, not to exceed \$25,000, between County of Plumas and Hinman & Associates Consulting, Inc. to provide professional services to assist with support services to the Upper Feather River Integrated Regional Water Management Plan program; approved as to form by County Counsel; discussion and possible action [View Item](#)
- 3) Approve and authorize the Planning Director to sign agreement, not to exceed \$36,000, between County of Plumas and Leah Wills for work on water planning issues through June 30, 2020; approved as to form by County Counsel; discussion and possible action [View Item](#)

##### **B) DISTRICT ATTORNEY** – David Hollister

Approve and authorize the District Attorney to sign Memorandum of Understanding between County of Plumas and Plumas Superior Court for Collaborative Justice Courts Substance Abuse Focus Grant Program; and approve supplemental budget of \$2,910 for the Alternative Sentencing Program with funding of a grant from Plumas Superior Court; approved as to form by County Counsel; **four/fifths required roll call vote** [View Item](#)

##### **C) PROBATION** – Erin Metcalf

- 1) Approve and authorize the Chair to sign amended contract between County of Plumas and Plumas Crisis Intervention and Resource Center for 24/7 DAD Program and the Pathways Home; approved as to form by County Counsel; discussion and possible action [View Item](#)
- 2) Approve budget transfer of \$100,000 to increase Local Community Corrections revenue to match CCP/AB109 budget; and to increase CCPIF/AB109 account 58079A of \$16,000; **four/fifths required roll call vote** [View Item](#)
- 3) Approve budget increase of \$16,000 from revenue account to expenditure account to pay Plumas Crisis Intervention and Resource Center to cover additional costs for the remainder of FY 2018-2019; discussion and possible action [View Item](#)

#### **4. BOARD OF SUPERVISORS**

- A. Adopt **RESOLUTION** to Give Workers Compensation and Tort Claim Settlement Authority to County Risk Manager, County Administrator, and County Counsel. **Roll call vote** [View Item](#)
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. Appointments

##### **TRINDEL INSURANCE FUND/CSAC EIA**

Appoint the Plumas County Risk Manager as alternate to Trindel Insurance Fund and CSAC Excess Insurance Authority (EIA) Board of Directors

##### **CHESTER CEMETERY DISTRICT**

Appoint JoAnn C. Wheatley to the Chester Cemetery District Board of Directors to fill a vacancy

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

#### **5. BOARD OF SUPERVISORS**

**PUBLIC HEARING:** Adopt Uncodified Urgency **ORDINANCE** Pursuant to Government Code §65858 Imposing a Temporary Moratorium on the Cultivation of Industrial Hemp in the Unincorporated Areas of Plumas County; **four/fifths required roll call vote** [View Item](#)

#### **6. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

#### **ADJOURNMENT**

Adjourn meeting to Tuesday, June 11, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California



# Office of the Sheriff

## Office of Emergency Services

1A

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** May 15, 2019

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of June 4, 2019

### Recommended Action:

Approve and sign the Amendment Agreement for Law Enforcement Services between the City of Portola, the County of Plumas and the Plumas County Sheriff's Office.

### Background and Discussion:

The City of Portola does not maintain its own police department, therefore, the City contracts with the Plumas County Sheriff's Office to provide law enforcement services.

This agreement provides services such as enforcing City codes and ordinances that would not be enforced by the Sheriff's Office without it.

This current agreement is for the period of July 1, 2018-June 30, 2019 and the City has agreed to pay \$100,000 for services as per the agreement. Parties wish to amend the Agreement to extend the effective dates for one year so that the Agreement is effective through June 30, 2020.

This agreement has been reviewed by County Counsel.

**AMENDMENT NUMBER 1 TO THE  
AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE CITY OF PORTOLA,  
THE COUNTY OF PLUMAS  
AND THE PLUMAS COUNTY SHERIFF'S OFFICE**

THIS AMENDMENT NUMBER 1 (“Amendment”) is made and entered into by and between the City of Portola, a municipal corporation organized and existing under the laws of the State of California (“City”), the County of Plumas, a political subdivision of the State of California (“County”), and the Plumas County Sheriff’s Office (“PCSO”). City, County, and PCSO may be referred to hereinafter individually as “Party” or collectively as the “Parties” as the context may require. This Amendment shall amend and become a part of the agreement by and between the Parties titled “AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF PORTOLA, THE COUNTY OF PLUMAS, AND THE PLUMAS COUNTY SHERIFF’S OFFICE” in effect from July 1, 2018 through June 30, 2019 (“Agreement”).

**RECITALS**

1. On or about September 4, 2018, the Parties entered into the Agreement, whereby the County and PCSO agreed to provide law enforcement services to the City, under the terms and conditions set forth therein.
2. The Parties wish to amend the Agreement to extend the effective dates for one year so that the Agreement is effect through June 30, 2020 and to provide for the payment of services through that date.

For and in consideration of the mutual promises herein exchanged the Parties do hereby agree as follows:

1. Paragraph 1.1 of the Agreement is hereby amended to read as follows:

“1.1 Effective Dates. This Agreement shall be effective for a period of twenty-four (24) months from July 1, 2018 through June 30, 2020 unless terminated sooner as provided herein. The Plumas County Board of Supervisors and City of Portola City Council hereby ratify this Agreement with the effective date of July 1, 2018.”

2. Paragraph 6.1 of the Agreement is hereby amended to read as follows:

“City shall pay the sum of \$100,000 (one hundred thousand dollars) to County for services as described in this Agreement for the period July 1, 2018 through June 30, 2019. Such payment is to be made within thirty (30) days after the execution of this Agreement by the Parties. City shall pay the sum of \$100,000 (one hundred thousand dollars) to County for services as described in this Agreement for the period July 1, 2019

through June 30, 2020. Such payment is to be made the later of June 30, 2019 or within thirty (30) days after the execution of this Amendment by the Parties.”

3. Except as specifically amended by this Amendment, the Agreement shall continue in full force and effect pursuant to the terms thereof.

**IN WITNESS WHEREOF**, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and year first below written.

**CITY OF PORTOLA**

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

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

Title: Interim City Manager

Title: Mayor, City of Portola

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

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

ATTEST:

Approved as to Form:

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

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

Title: City Clerk

Title: City Attorney

**COUNTY OF PLUMAS/PLUMAS COUNTY SHERIFF'S OFFICE**

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

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

Title: Sheriff

Title: Chair of the Board of Supervisors

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

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

ATTEST:

Approved as to Form:

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

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

Title: Clerk of the Board

Title: County Counsel



# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

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

Mark Satterfield, M.D, Health Officer

1B

**Date:** May 20, 2017

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for June 4, 2019

**Recommendation:** Approve and direct the Chair to sign a Modification of Agreement with Northern California Emergency Medical Services for the Counties Local Emergency Medical Services Agency, extending the term through fiscal year 2019-2020, approved by County Counsel.

**History/Background:** As the Board may recall, Plumas County has contracted with Northern California Emergency Medical Services, Inc., (Nor-Cal EMS) since 1991 as the county's designated Local Emergency Medical Services Agency. Nor-Cal EMS administers certain local medical emergency services pursuant to California Health & Safety Code Section 1797, et seq. In addition, Nor-Cal EMS works diligently to represent the northern rural counties interests in statewide issues.

If Plumas County were to administer and implement its own Local Emergency Medical Services Authority, the cost to the General Fund for Plumas County to provide these services would be estimated at \$100,000.00 or more. Therefore it is recommended that the Board approve the Modification of Agreement for Local Emergency Medical Services with Northern California EMS, Inc., a copy of which on file with the Clerk of the Board for your review.

The term of the Modification of Agreement is from July 1, 2019 through June 30, 2020. Funds for this agreement are budgeted in the General Fund in Department 20031, Contributions – line item 53363 (contributions Medical service).

Please contact me should you need additional information. Thank You.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

101

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

**NEAL CAIAZZO**  
DIRECTOR

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

DATE: MAY 14, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 4, 2019

RE: APPROVE A CONTRACT WITH RICHARD ENGLAND FOR SERVICES CONNECTED  
WITH THE INDIAN CHILD WELFARE ACT

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

1. Approve a contract agreement between the Department of Social Services and Richard England Sr. to prepare reports for the Court to determine whether services could be available to prevent the break-up of a Native American family and whether such services are culturally appropriate.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

### **Background and Discussion**

Under California law, when a child or the parent of a child in the Child Welfare system is determined to have Native American ancestry, the Juvenile Court must make determinations about whether removing the child from his/her parent(s) could result in emotional damage as a consequence of being separated from the child's cultural heritage. The Court must also determine whether services could be available to prevent the break-up of a Native Family and whether such services are culturally appropriate.

In order to accomplish this, most small and medium counties will contract with a qualified expert who can prepare a report for the Court covering these matters. In Plumas County, the Department has contracted with Richard England, Sr. Expert witness/consultation services fee of \$85.00 per hour. Based upon known and anticipated use of Mr. England's services, the Department expects that compensation will not exceed \$10,000.

### **Financial Impact**

There is no financial impact to the County General Fund as a result of this increase. Funds to pay for this agreement are drawn from 2011 Public Safety Realignment funds and Federal funds.

**Other Agency Involvement**

County Counsel previously reviewed this agreement and approved it as to form.

Copies: DSS Management Staff (memo only)

Enclosure

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and Richard England Sr., an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The maximum compensation available during the term of this Agreement is Ten-Thousand dollars (\$10,000.00).
3. Term. The term of this Agreement shall be from July 1, 2019 through June 30, 2020, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms

of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Dept. of Social Services  
Attention: Neal Caiazzo, Director  
270 Co. Hospital Rd., Suite 207  
Quincy, CA 95971

Contractor:

Richard England Sr.  
703 Montana Rd.  
McKinleyville, CA 95519

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.  
**NOTE: Only for contracts in excess of \$10,000.]**

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

**CONTRACTOR:**

Richard England Sr., an Individual

By: \_\_\_\_\_  
Name: Richard England Sr.  
Title: Owner  
Date signed:

**COUNTY:**

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

By: Neal Caiazzo  
Name: Neal Caiazzo  
Title: Director  
Date signed:

**APPROVED AS TO FORM:**

Gretchen Stuhr 5/7/19  
Gretchen Stuhr  
Deputy County Counsel

**EXHIBIT A**

**Scope of Work**

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1. Review case records, police reports, social worker logs. Contact social workers, parents, the child's tribe, foster care providers, service providers as needed, extended family and/or other available resources to conduct interviews necessary to complete a declaration/report to meet the court's needs.
2. Express an opinion in a written report as to:
  - a. **Continued Custody** by the parent(s) or Indian Custodian resulting in serious physical or emotional damage to the child.
  - b. **Current Placement** of the Indian child.
  - c. **Active Efforts** and the Services offered to prevent the break-up of the Indian family.
  - d. **Child rearing practices** and whether the parent's behavior is reflective of those practices.
3. Complete the evaluation/report and submit the ICWA Expert Witness report according to the predetermined time given by County Counsel or DHHS Social Worker.
4. Provide telephonic testimony for contested hearings.

**EXHIBIT B**

**Fee Schedule**

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Expert Witness/Consultation Services fee: \$85.00 per hour \*

\* Typically takes 10 to 14 hours to review the case file, contact case participants and create the report.

Total compensation shall be no more than: \$10,000.00



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

102

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

**NEAL CAIAZZO**  
DIRECTOR

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

DATE: MAY 14, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD ITEM FOR JUNE 4, 2019, CONSENT AGENDA

RE: APPROVE A CONTRACT WITH APRIL BAY, Ph.D. TO PROVIDE PSYCHOLOGICAL EVALUATIONS AND WRITTEN REPORTS FOR DESIGNATED ADULTS AND/OR THEIR CHILDREN WHO ARE IN THE CHILD WELFARE SYSTEM

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

1. Approve a contract agreement between the Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

### **Background and Discussion**

When children come into the Child Welfare system because they have been abused or neglected the Juvenile Court may, at its discretion, determine that there is a need for a psychological evaluation of the child's parent(s). Under some circumstances it becomes necessary to seek such evaluations from a source that is outside the county system. This could occur, for example, if the County Behavioral Health Department has a conflict because they've had prior contact with the family for other reasons. When this occurs, the Department has relied on independent contractors to undertake this work.

The matter that is before your Board is to approve an agreement with April Bay, Ph.D. to assist the Department with some of these evaluations. Ms. Bay has had an existing relationship with the Department in this capacity for several years.

It is recommended that the Board approve the enclosed agreement and authorize the Director of the Department of Social Services to sign the agreement as the Board's designee. Additionally, it is requested that the Department be authorized to execute up to three additional extensions of the agreement at the end of each term subject to an agreement between the parties regarding compensation.

### **Financial Impact**

In accordance with the contract terms, the Department will compensate Ms. Bay at the rate of \$3,000 for each complex parental capacity evaluation. Should there be additional children involved, there would be a requirement for an additional \$250 for each. The maximum compensation available for the current term is not to exceed \$15,000.

There is sufficient funding in the Department's budget appropriation for Professional Services to cover the cost of this agreement for the current term. Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services. There is no impact to the County General Fund.

### **Other Agency Involvement**

The Office of County Counsel has reviewed the proposed agreement and has approved it as to form.

Copies: DSS Management Staff (cover memo only)

Enclosure

### Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services and Public Guardian (hereinafter referred to as "County"), and April Bay, Ph.D., an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00).
3. Term. The term of this Agreement shall be from July 1, 2019 through June 30, 2020, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

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

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

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

County:

Plumas County Dept. of Social Services  
270 Co. Hospital Rd., Suite 207  
Quincy, CA 95971  
Attention: Neal Caiazzo, Director

Contractor:

April Bay, Ph.D.  
1065 Haskell Street  
Reno, NV 89509

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.

22. 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.
23. 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.  
**NOTE: Only for contracts in excess of \$10,000.]**

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

**CONTRACTOR:**

April Bay, an Individual

By: \_\_\_\_\_  
Name: April Bay, Ph.D.  
Title: Owner  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: Neal Caiazzo  
Name: Neal Caiazzo  
Title: Director  
Date signed: 5-10-19

**APPROVED AS TO FORM:**

 5/7/19  
Gretchen Stuhr  
Deputy County Counsel

**EXHIBIT A**

**Scope of Work**

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1. Contractor shall provide to County psychological evaluations and written reports for designated adults or children, which may include testing, observation, and/or consultation with the client. Tests to be administered will be determined by the Contractor in consultation with the assigned social worker, based on the individual needs of each client. Contractor may also consult with the client's care provider, the assigned social worker, and other agency professionals as deemed necessary by the Contractor.
2. Contractor shall provide a written report with results of evaluations and/or testing within 30 days of the evaluation to Plumas County Department of Social Services, Child Protective Services.

**EXHIBIT B**

**Fee Schedule**

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1. Psychological Evaluation: \$3,000.00 for complex parental capacity evaluation, including written report.
2. If there are more minor children involved, add \$250 for each additional child.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

1D3

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

**NEAL CAIAZZO**  
DIRECTOR

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

DATE: MAY 20, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 4, 2019 – CONSENT AGENDA

RE: APPROVAL OF CONTRACT FOR VEHICLE MAINTENANCE AND REPAIR SERVICES

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

Approve and authorize the Director of the Department of Social Services to sign an agreement with Les Schwab – Horton Tire Center for vehicle maintenance and repair for FY 2019-2020.

### **Background and Discussion**

The Department of Social Services annually executes contracts with local businesses for vehicle maintenance, tires, and mechanical repairs to our vehicles.

### **Financial Impact**

Funds have been appropriated in the proposed Department budget to cover the cost of these agreements.

### **Other Agency Involvement**

County Counsel has reviewed the agreements and approved them as to form.

Copies (cover memo only): DSS Management Staff

Enclosures (2)

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

County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

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

County:

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

**CONTRACTOR:**

Horton Tire Center/RSH Inc., a California Corporation

By: \_\_\_\_\_  
Name: RON HORTON  
Title: CHIEF EXECUTIVE OFFICER  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: STEPHANIE HORTON  
Title: SECRETARY  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: Neal Caiazzo  
Name: NEAL CAIAZZO  
Title: DIRECTOR  
Date signed: 5.20.19

**APPROVED AS TO FORM:**

Sara James 5/14/19  
Sara James  
Deputy County Counsel

**EXHIBIT B**

**Fee Schedule**

1. Labor shall be charged at current rate.
2. Prices for tires quoted prior to installation.
3. Prices for brake service quoted after inspection.
4. Front end alignment shall be charged at a flat rate of \$89.99. Alignment service on all four wheels shall be charged at a flat rate of \$109.99.
5. LOF changes with inspection shall be charged at current rate (all inclusive), depending on the type of vehicle, for up to 5 quarts of oil, with no charge rotation with Les Schwab Tires.
6. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
7. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

*1D4*  
Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

**NEAL CAIAZZO**  
DIRECTOR

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

DATE: MAY 13, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 4, 2019

RE: REQUEST TO FILL A VACANT SOCIAL SERVICES AIDE POSITION AS SOON  
AS ADMINISTRATIVELY POSSIBLE

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

Authorize the Department of Social Services to fill a vacant Social Services Aide position as soon as administratively possible.

### **Background and Discussion**

The Department has experienced a vacancy in the position of Social Services Aide. This position is critical to public safety and the safety of children as this position is assigned a support role in the Child Protective Services unit. The position became vacant on April 29, 2019 when the prior incumbent was promoted to social worker.

### **Financial Impact**

There is no financial impact to the County General Fund. Funds to support this position come from the 2011 Public Safety Realignment of Child Protective Services.

Copies: DSS Management Staff  
Nancy Selvage, Human Resources Director

Enclosures

**Position Classification:** Social Services Aide

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

**Position Description:** The Social Worker Aide provides logistical and operational support to the Child Welfare Services unit in the Department of Social Services. Typical responsibilities can include arranging for transport or transporting children and/or families who are in the child welfare system and who require county provided transportation to court ordered visits. The Aide may also be assigned to supervise such visits. The Social Worker Aide may also conduct reviews of relative homes prior to the permanent placement of abused or neglected children with a relative or a non-relative extended family member. The Aide may also be assigned to other assessment and case management activities under close supervision.

**Funding Sources:** This position is budgeted and funded for the current fiscal year. The funding to support these positions comes from federal pass through dollars, state general fund and County 2011 Realignment dollars. There is no cost to the County's General Fund associated with these positions.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Social Services Aide – Child Protective Services

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

**Answer: Yes. Child Protective Services is a state mandated program.**

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

**Answer: We no longer have capacity to perform the duties of this vacant position due to increasing requirements for visitations, etc.**

- How long has the position been vacant?

**Answer: The position became vacant as of April 29, 2019.**

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

**Answer: No.**

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

**Answer: Other counties utilize Social Worker Aides in similar ways to assist with protecting children.**

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

**Answer: Child Protective Services**

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

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

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

**Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.**

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

**Answer: No.**

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

**Answer: No.**

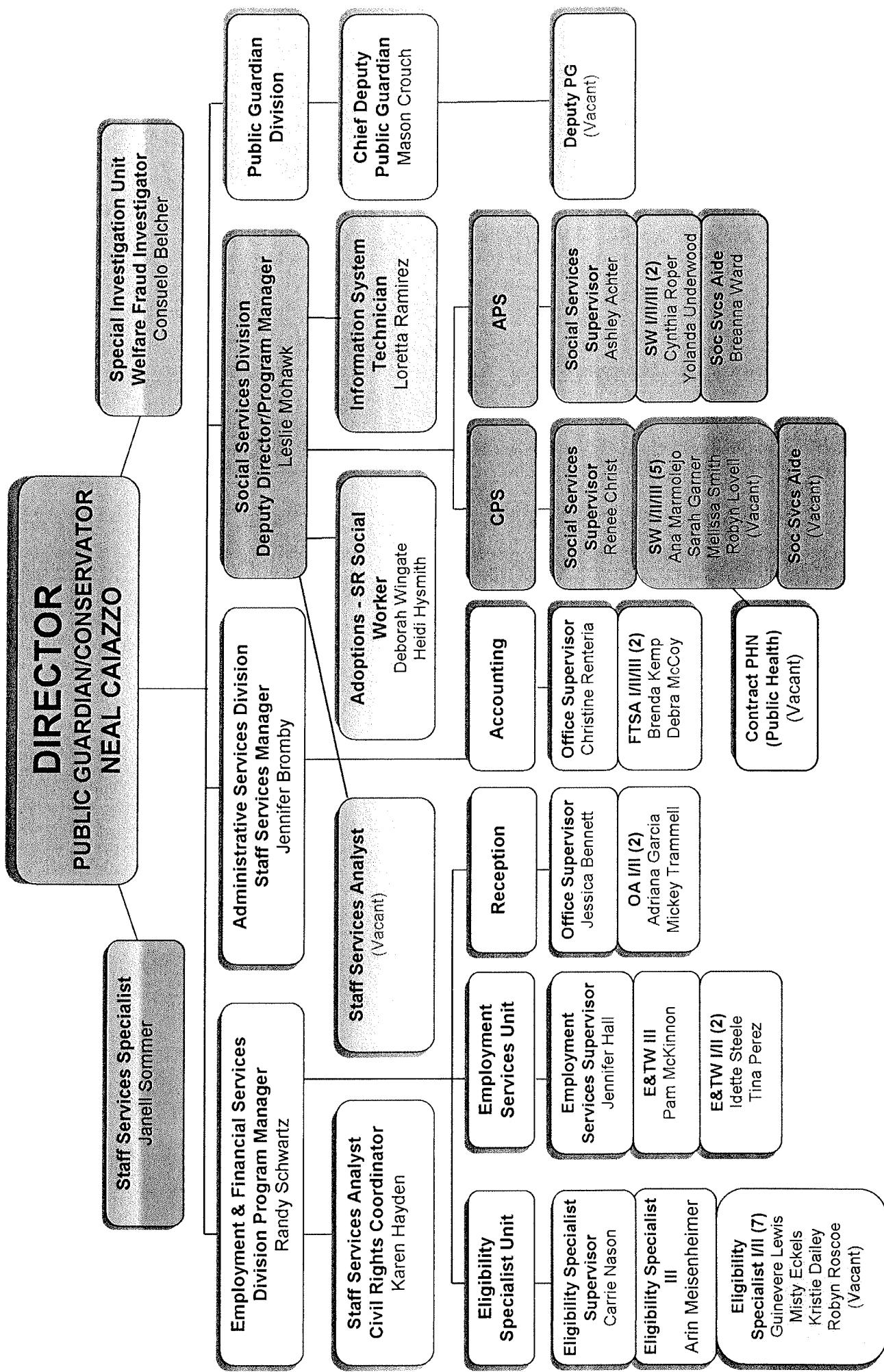
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

**Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.**

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

**Answer: The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.**

# PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

105

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

**NEAL CAIAZZO**  
DIRECTOR

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

DATE: MAY 16, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR JUNE 4, 2019 CONSENT AGENDA

RE: APPROVAL TO FILL A VACANT ELIGIBILITY SPECIALIST I/II POSITION

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

Authorize the Department of Social Services to fill a vacant Eligibility Specialist I/II position as soon as administratively possible.

### **Background and Discussion**

The Department of Social Services has experienced a vacancy in the class of Eligibility Specialist I/II. This position became vacant on May 20, 2019 due to a staff member relocating out of county.

The Eligibility Specialist is the position in the Department that performs eligibility determinations and ongoing case management for economic assistance programs such as CalFresh, Medi-Cal and county General Assistance. As your Board is aware, demands for these programs have been high due to the expansion of the Medicaid Program and due to the recessionary economy. While some of these elements have shown positive signs of change, it is the Department's expectation that our need for BAC's will remain in place for some time.

### **Financial Impact**

There is no financial impact to the County's General Fund as a result of taking this action because all funds to support this position come from federal, state and Realignment sources. The position is funded in the Department's 2018-2019 proposed budget.

Copies: PCDSS Management Staff (Memo only)  
Nancy Selvage, Human Resources Director

Enclosures (3)

**Position Classification:** Eligibility Specialist I/II

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

**Position Description:**

This position is primarily responsible for performing eligibility determinations for the Medi-Cal and CalFresh (Foodstamp) programs. Eligibility determinations for the Medi-Cal program is critical to the mission of assuring that county citizens who do not have medical insurance or another payer for health care services have access, to the extent that they are eligible, to the State Medi-Cal program. This also helps to assure that hospitals that are required by law to serve poor and indigent county residents receive payment for the services they provide. Eligibility determinations for the CalFresh (Foodstamp) program are a state mandated activity.

**Funding Sources:**

Medi-cal is entirely funded by State General Fund and federal pass through dollars. There is a small apportionment of Realignment dollars that is part of the funding mix for this position, generally 15% of the cost of time spent performing CalFresh (Foodstamp) eligibility determinations. As is explained below, there are potential Realignment funding implications *when the position is left empty.*

**Special Considerations:** Department of Social Services funding mechanisms are structured on a very specific cost allocation plan that generates the distribution of fixed overhead costs based on filled positions. To the extent that a position is not filled, the fixed overhead costs redistribute themselves in uncontrolled and unpredictable ways adding unanticipated costs to other program areas particularly to program areas that contain Realignment dollars in their cost structure. It is in the County's best interests to avoid such a scenario.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

### **Position: Eligibility Specialist – Medi-Cal/CalFresh Program**

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

**Answer: Yes. Medi-Cal and CalFresh (Foodstamp) administration is a state mandated service. The Benefits Assistance Counselor performs eligibility determinations for these services**

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

**Answer: The position is funded in the current budget and has no General Funds associated with it. Additionally the caseload is growing and the state provides funds to meet this growth.**

- How long has the position been vacant?

**Answer: The position became vacant effective May 20, 2019.**

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

**Answer: No.**

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

**Answer: Other counties are structured in a very similar way. The state determines appropriate staffing levels and funds accordingly.**

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

**Answer: We will not be able to process applications for Medi-Cal, CalFresh in accordance with the state requirements.**

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

**Answer: We will not expend state funds that have been allocated to this function and Realignment dollars will be disbursed to other programs costing the Department money.**

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

**Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.**

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

**Answer: No.**

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

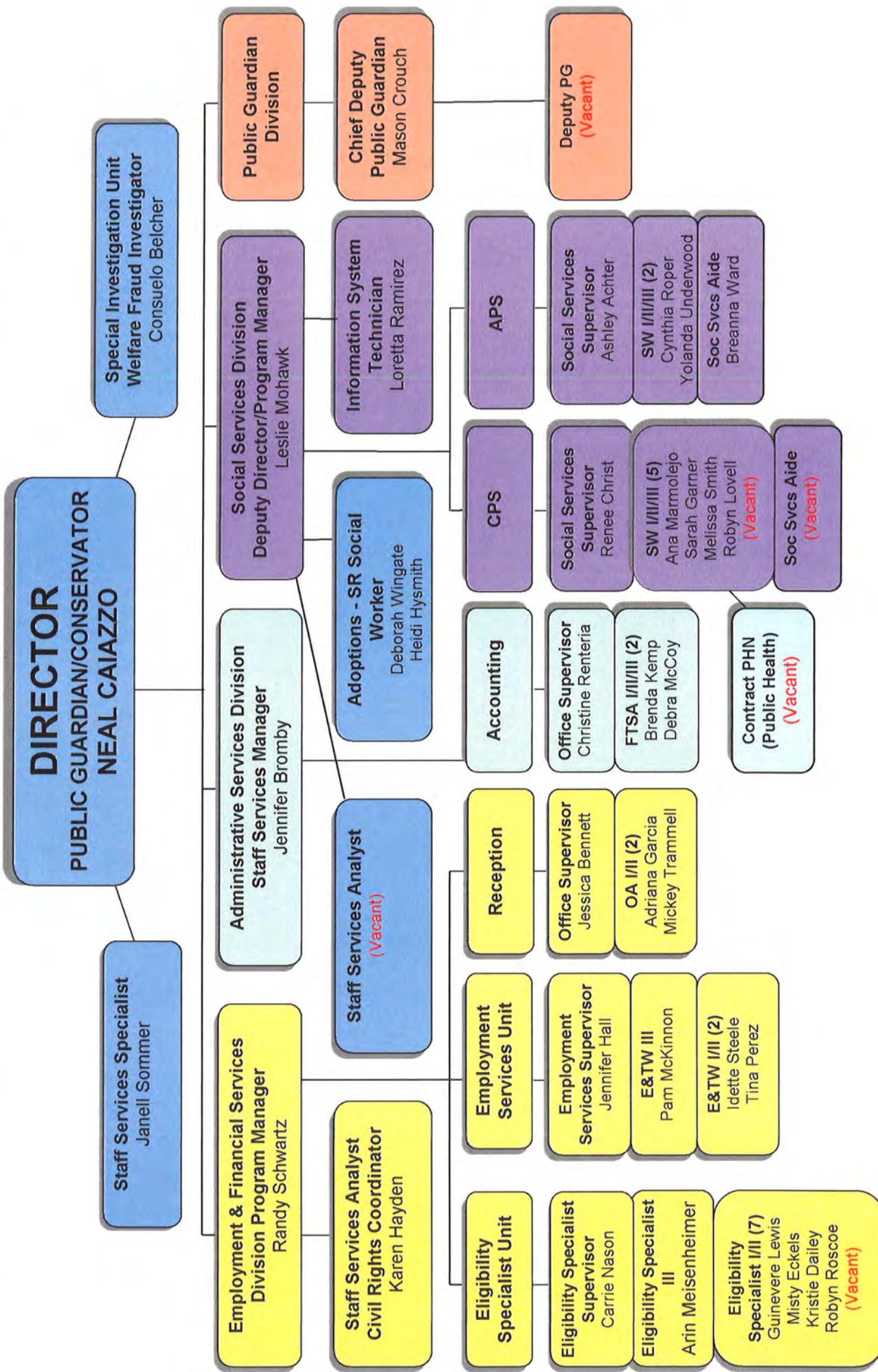
**Answer: No.**

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

**Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
- **Answer: The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.**

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



/E

**CERTIFICATION OF ELECTION RESULTS OF THE  
WEST ALMANOR COMMUNITY SERVICES DISTRICT  
SPECIAL ELECTION HELD ON MAY 7, 2019**

I, Kathy Williams, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the West Almanor Community Services District Special Election held May 7, 2019 and recorded in the Elections Records, certify the results as follows:

The results hereto attached and made a part of are true and correct:

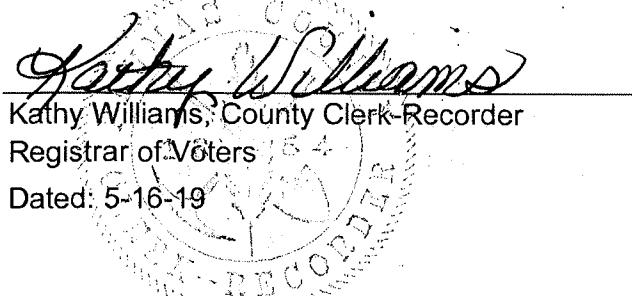
**WEST ALMANOR COMMUNITY SERVICES DISTRICT  
MEASURE A  
SPECIAL TAX MEASURE**

---

Yes	126
No	20

**\*\* MEASURE PASSED DUE TO RECEIVING THE REQUIRED 2/3 VOTE.**

The Official Final Canvass of votes cast is attached hereto and made a part hereof.  
The total turnout of voters was 72.28%.

  
\_\_\_\_\_  
Kathy Williams, County Clerk-Recorder  
Registrar of Voters

Dated: 5-16-19

WEST ALMANOR COMMUNITY SERVICES DISTRICT  
MAY 7, 2019  
SPECIAL TAX MEASURE A  
OFFICIAL FINAL

Date:05/16/19  
Time:10:32:03  
Page:1 of 1

Registered Voters 202 - Cards Cast 146 72.28%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

Measure A

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Total Votes	146	
<b>YES</b>	126	86.30%
<b>NO</b>	20	13.70%

IFI

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES  
270 County Hospital Road, #109 Quincy, CA 95971  
PHONE (530) 283-6307 FAX (530) 283-6045

*Tony Hobson, Ph.D., Director*



**Date:** May 21, 2019

**To:** Honorable Board of Supervisors

**From:** Tony Hobson, Behavioral Health Director

**Agenda:** Consent Item for June 4, 2019 BOS Meeting

**Item Description:** Approve and authorize payment of the final invoice in the amount of \$3,971.68 to Plumas Crisis Intervention and Resource Center for January through April 2019 operating costs associated with Plumas County Behavioral Health Wellness Centers

**Recommendation:** It is respectfully requested that the Board of Supervisors approve and authorize payment of the final invoice in the amount of \$3,971.68 to Plumas Crisis Intervention and Resource Center for operating costs associated with Plumas County Behavioral Health Wellness Centers from January 1 through April 26, 2019.

**Background and Discussion:** Plumas County Behavioral Health staff provide clinical services, wellness activities, and resource support at the Chester and Greenville Wellness Centers.

PCIRC has paid costs associated with the Wellness Center operations in Chester and Greenville, including rent, utilities, phones, and consumables. This is the final invoice payment for all outstanding operating costs through April 26, 2019.

No General Fund monies will be used for this purpose; this payment is supported solely using Mental Health Services Act (MHSA) Community Services and Supports (CSS) funds. These costs are included in the department's MHSA FY18-19 budget.

Thank you.

## Invoice

PCI Resource Center  
591 W. Main Street  
Quincy, CA 95971  
283-5515

Date of Invoice: April 26, 2019  
Rev. #2

Billed to:
Plumas County Behavioral Health 270 County Hospital Road, Suite #109 Quincy, CA 95971
283-6307

Period	Item	Description	Amount
1/1/19 – 1/31/19	Wellness Interim	Location Costs for Chester and Greenville Wellness Centers	\$2,306.50
		Subtotal	\$2,306.50
2/1/19 – 4/26/19 and Closeout	Wellness Interim	Location Costs for Chester Wellness Center	\$453.00
2/1/19 – 4/26/19 and Closeout	Wellness Interim	Location Costs for Greenville Wellness Center	\$97.02
2/1/19 – 4/26/19 and Closeout	Wellness Interim	TAMCO costs for Wellness Center Phone System	\$1,115.16
		Subtotal	\$1,665.18
		Total	\$3,971.68



## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

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Director Tony Hobson, Ph.D.

DATE: June 4, 2019

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Ph.D., Behavioral Health Director 

SUBJECT: Approve and authorize payment to Kings View Corporation

It is respectfully requested that the Board of Supervisors approve and authorize payment to Kings View Corporation in the amount of \$ \$16,748.49

### **Background and Discussion**

On May 15, 2019 Plumas County Behavioral Health received an email from the King View accounting department notifying us of three invoices totaling \$ 16,748.49 that were not paid in fiscal year 2017/2018. Kings View provides support and services for, Anasazi, our electronic health record systems.

No county general funds are used for any of the above programs and staffing. County Counsel has reviewed and approved all above agreements.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971

(530) 283-6307 FAX (530) 283-6045

Director Tony Hobson, Ph.D.



DATE: June 4, 2019

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Ph.D., Behavioral Health Director

1. Approve and authorize a contract between Aligned Telehealth & Asana Integrated Medical Group and Plumas County Behavioral Health (PCBH).
2. Authorize Behavioral Health Director to sign Purchase Agreement amendment of State Hospital Beds

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize a contract between PCBH and Aligned Telehealth & Asana Integrated Medical Group contract in the amount of \$500,000.00.
2. Authorize Behavioral Health Director to sign a Purchase Agreement amendment for State Hospital Beds

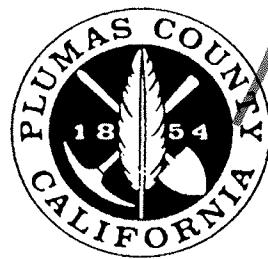
Background and Discussion

1. In December 2018, PCBH made a Request for Proposals for the provision of crisis response services for individuals placed on a W&I 5150 hold after work hours, weekends, and holidays. We were not successful in soliciting a response. PCBH was able to identify a provider who provides this level of care in the form of Telepsychiatry. Aligned Telehealth & Asana Integrated Medical Group also provides clinic, jail, Medication Assisted Treatment (MAT) and medical direction services, all which PCBH needs to fulfill the array of psychiatric services. The ability for a single medical group to provide all the psychiatric services needed promotes improved continuity of care, service efficiency, and care integration. The total cost of this contract equals the total cost of the contract with our current telehealth provider.
2. The county does not currently have a Participation Agreement executed for the State Hospital Program. This agreement will allow the county to participate in the program through Cal MHSA for access and use of state hospital bed resources to ensure compliance by Department of State Hospitals.

No county general funds are used for any of the above programs and staffing. County Counsel has reviewed and approved all above agreements.

# BOARD OF SUPERVISORS

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



May 21, 2019

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request**

## **EASTERN PLUMAS CHAMBER OF COMMERCE**

Mohawk Valley Events Committee: Annual Fourth of July Events to be held on Saturday, July 6<sup>th</sup> and Sunday, July 7<sup>th</sup> in and around Graeagle, CA

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,

A handwritten signature in black ink that reads "Michael Sanchez". Below the signature, the name "Michael Sanchez, Chair" is printed in a smaller, sans-serif font.

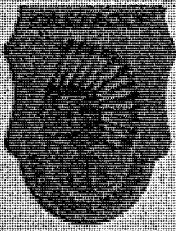
Cc: Plumas County Director of Public Works

## **GRAEAGLE FIRE PROTECTION DISTRICT**

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**Ed Ward, Chief**  
**P.O. Box 64**  
**7620 Highway 89**  
**Graeagle, CA 96103**  
530-836-1340  
Fax 530-836-2645  
gfpd@psln.com

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May 21, 2019

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

Dear Members of the Board of Supervisors:

On behalf of the Eastern Plumas Chamber of Commerce, Mohawk Valley Events Committee we are writing to inform you of our intent this year with respect to the Fourth of July activities and invite you all to join in the festivities.

This year, the aerial fireworks display will be held on Saturday, July 6, 2019 at dusk (9:30) and ending at 10:00 p.m. The parade will fall on Sunday, July 7, 2019, beginning at 1:00 p.m. and ending at approximately 2:30 p.m.

Due to the anticipated number of people attending these events, we have requested the Plumas County Sheriff's Office and the California Highway patrol to be on hand to assist in crowd and/or traffic control for the fireworks and parade.

This is the same permit request as the past several years. We would ask that your office provide us with a letter of support and permission as required by Cal-Trans for the permits.

We will notify you of the last committee meeting regarding this event should you wish to be represented.

If you should have any questions, please feel free to call me on my cell (925) 642-4556. We thank you in advance for your attention to this matter and look forward to working with you again.

Sincerely,

Dianne Buckhout, Representative  
Graeagle Fire Protection District  
MVIP Events Committee



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

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

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

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

May 20, 2019

## INTEROFFICE MEMORANDUM

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

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

A handwritten signature in black ink that reads "R. Craig Settlemire".

**SUBJECT:** Plumas County Small Claims Advisor Services  
(for the meeting on June 4, 2019)

### SUMMARY OF RECOMMENDATION:

That the Board of Supervisors elect to exempt the County of Plumas from providing *individual* small claims advisory services because the average number of small claims cases filed in the last two fiscal years is less than 1,000 (actual average is 33.5) and the revenue from small claims filing fees are insufficient to fund the Small Claims Advisor program provided by the Plumas County Counsel's Office. A proposed Resolution is provided for this purpose.

### BACKGROUND:

Code of Civil Procedure sections 116.260 and 116.940<sup>1</sup> provide that each county or superior court is to provide *individual* small claims advisor services to small claims litigants. Since the enactment of this legislation in the early 1990s, the Plumas County Counsel's Office has served as the Plumas County Small Claims advisor by providing information and forms to persons intending to file small claims actions or to persons who have been served as defendants in small claims actions. Such advisory services have typically been provided in the form of in-person meetings or telephone conversations between the small claims litigants and the County Counsel's Office paralegal. When the paralegal is not available, such services have been provided by attorneys in the County Counsel's Office. While some contacts are brief, other contacts are much more time consuming if the litigant has a more complicated case, desires to

<sup>1</sup> A copy of CCP sec. 116.940 describing such program is attached.

**TO:** Honorable Board of Supervisors, County of Plumas  
**FROM:** R. Craig Settemire, *Plumas County Counsel*  
**SUBJECT:** Plumas County Small Claims Advisor Services

Page 2 of 3

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secure the attendance of multiple witness, or seeks information on how to collect his/her small claims judgment. There can be repeated consultations at each stage of a case.

A portion of the filing fee for each small claims case is allocated to the small claims advisor program. Unfortunately, the small number of cases filed in Plumas Superior Court results in insufficient revenue to fund the Small Claims Advisor services. The number of small claims cases filed in the Plumas Superior Court in the past five fiscal years and the small claims fund revenue from the same are as follow:

Fiscal year	Number of Cases filed	Small Claims filing Fees
2014-2015	47	\$280
2015-2016	49	\$328
2016-2017	35	\$222
2017-2018	32	\$136
2018-2019 (to May 20, 2019)	31	\$236
Average	38.1	\$240.40

For example, during the twelve months ended April 13, 2017, the County Counsel's Office documented over 48 hours of small claims advisor services, but received an average of only \$18.33 per month during the same time period (only about \$4.50/hr.).

Subdivision (c) of Code of Civil Procedure section 116.940 allows a county to exempt itself from providing individual small claims advisory services if small claims case filings average less than 1,000 cases over the two previous fiscal years. Instead, the county or the superior court can provide minimum advisor services such as recorded telephone messages and printed information booklets. Other small county superior courts have provided online reference materials and video information on their websites.

The Plumas County Counsel's Office has reached out to the Plumas Superior Court concerning this matter. Please see the attached e-mail string beginning April 19, 2017, to May 20, 2019. The Plumas Superior Court advises that if Plumas County discontinues individual small claims

**TO:** Honorable Board of Supervisors, County of Plumas  
**FROM:** R. Craig Settemire, *Plumas County Counsel*  
**SUBJECT:** Plumas County Small Claims Advisor Services

Page 3 of 3

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advisor services, the Plumas Superior Court will also elect to not provide individual small claims advisor services. Instead, the Plumas Superior Court will provide written and online information as required by code.

**ACTION:**

It is respectfully recommended that your Board adopt the accompanying **“RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS EXEMPTING THE COUNTY OF PLUMAS FROM PROVIDING SMALL CLAIMS ADVISORY SERVICES.”**

END OF MEMORANDUM

[S:\OPINIONS\Memos\BOS Memo re Small Claims Advisor.doc]

West's Ann.Cal.C.C.P. § 116.940

§ 116.940. Advisory services; immunities

Effective: January 1, 2014

(a) Except as otherwise provided in this section or in rules adopted by the Judicial Council, which are consistent with the requirements of this section, the characteristics of the small claims advisory service required by Section 116.260 shall be determined by each county, or by the superior court in a county where the small claims advisory service is administered by the court, in accordance with local needs and conditions.

(b) Each advisory service shall provide the following services:

(1) Individual personal advisory services, in person or by telephone, and by any other means reasonably calculated to provide timely and appropriate assistance. The topics covered by individual personal advisory services shall include, but not be limited to, preparation of small claims court filings, procedures, including procedures related to the conduct of the hearing, and information on the collection of small claims court judgments.

(2) Recorded telephone messages may be used to supplement the individual personal advisory services, but shall not be the sole means of providing advice available in the county.

(3) Adjacent counties, superior courts in adjacent counties, or any combination thereof, may provide advisory services jointly.

(c) In a county in which the number of small claims actions filed annually is 1,000 or less as averaged over the immediately preceding two fiscal years, the county or the superior court may elect to exempt itself from the requirements set forth in subdivision (b). If the small claims advisory service is administered by the county, this exemption shall be formally noticed through the adoption of a resolution by the board of supervisors. If the small claims advisory service is administered by the superior court, this exemption shall be formally noticed through adoption of a local rule. If a county or court so exempts itself, the county or court shall nevertheless provide the following minimum advisory services in accordance with rules adopted by the Judicial Council:

(1) Recorded telephone messages providing general information relating to small claims actions filed in the county shall be provided during regular business hours.

(2) Small claims information booklets shall be provided in the court clerk's office of each superior court, appropriate county offices, and in any other location that is convenient to prospective small claims litigants in the county.

(d) The advisory service shall operate in conjunction and cooperation with the small claims division, and shall be administered so as to avoid the existence or appearance of a conflict of interest between the individuals providing the advisory services and any party to a particular small claims action or any judicial officer deciding small claims actions.

(e) Advisers may be volunteers, and shall be members of the State Bar, law students, paralegals, or persons experienced in resolving minor disputes, and shall be familiar with small claims court rules and procedures. Advisers may not appear in court as an advocate for any party.

(f) Advisers, including independent contractors, other employees, and volunteers, have the immunity conferred by Section 818.9 of the Government Code with respect to advice provided as a public service on behalf of a court or county to small claims litigants and potential litigants under this chapter.

(g) This section does not preclude a court or county from contracting with a third party to provide small claims advisory services as described in this section.

**Credits**

(Added by Stats.1990, c. 1305 (S.B.2627), § 3. Amended by Stats.1998, c. 931 (S.B.2139), § 43, eff. Sept. 28, 1998; Stats.2002, c. 806 (A.B.3027), § 6; Stats.2005, c. 600 (S.B.422), § 6; Stats.2005, c. 618 (A.B.1459), § 6; Stats.2012, c. 470 (A.B.1529), § 4; Stats.2013, c. 76 (A.B.383), § 21.)

## **Settemire, Craig**

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**From:** Deborah W. Norrie <Deborah.Norrie@plumas.courts.ca.gov>  
**Sent:** Monday, May 20, 2019 2:56 PM  
**To:** Settemire, Craig  
**Cc:** Janet A. Hilde; Douglas M. Prouty  
**Subject:** RE: Small Claims Advisor Services -- proposed action to exempt Plumas County

Mr. Settemire –

I have passed on to the judges that the County has elected to discontinue in person Small Claims Advisor services pursuant to CCP 116.940(c). The Court would appreciate knowing the date those services will be discontinued.

The Court will also be electing not to provide in person Small Claims Advisor services at the present time.

The Court will provide written and on line information as required by code.

Per your request, the number of Small Claims filings for the last three years are as follow

FY16-17	35 cases
FY 17-18	32 cases
FY18-19 YTD	31 cases

Deborah W. Norrie  
Court Executive Officer  
Plumas Superior Court  
520 Main St., Room 104  
Quincy, CA 95971  
(530) 283-6016

**From:** Settemire, Craig <CSettemire@countyofplumas.com>  
**Sent:** Monday, May 6, 2019 12:14 PM  
**To:** Deborah W. Norrie <Deborah.Norrie@plumas.courts.ca.gov>  
**Cc:** Janet A. Hilde <Janet.Hilde@plumas.courts.ca.gov>; Snyder, Mari <MariSnyder@countyofplumas.com>; Hydrick, Gabriel <GabrielHydrick@countyofplumas.com>  
**Subject:** RE: Small Claims Advisor Services -- proposed action to exempt Plumas County

Debbie:

I have reluctantly come to the conclusion that it is necessary for the Plumas County Counsel's Office to discontinue providing Small Claims Advisor services as described by Code of Civil Procedure sections 116.260 and 116.940. As discussed in my e-mail message to you of April 19, 2017 (below), the amount of small claims advisor revenue from filing fees is insufficient to fund the actual amount of time this office devotes to the small claims advisor services. This continues to be a problem. As is also mentioned below, we have also been informed that the small claims materials from the Department of Consumer Affairs are no longer available at no cost. (A local printer quoted \$375 to reprint 50 copies.)

As you know, Code of Civil Procedure section 116.940 (c) provides:

(c) In a county in which the number of small claims actions filed annually is 1,000 or less as averaged over the immediately preceding two fiscal years, the county or the superior court may elect to exempt itself from the requirements set forth in subdivision (b). If the small claims advisory service is administered by the county, this exemption shall be formally noticed through the adoption of a resolution by the board of supervisors. If the small claims advisory service is administered by the superior court, this exemption shall be formally noticed through adoption of a local rule. If a county or court so exempts itself, the county or court shall nevertheless provide the following minimum advisory services in accordance with rules adopted by the Judicial Council:

(1) Recorded telephone messages providing general information relating to small claims actions filed in the county shall be provided during regular business hours.

(2) Small claims information booklets shall be provided in the court clerk's office of each superior court, appropriate county offices, and in any other location that is convenient to prospective small claims litigants in the county.

The statute notes that Small Claims Advisor Services can be provided by either the County or the Superior Court and does not indicate which has primary responsibility for doing so.

Is the Plumas Superior Court willing to assume the function of the Small Claims Advisor? When I was County Counsel in Lassen County, the Lassen Superior Court took over the Small Claims Advisor function as part of its "Access to Justice Center." In doing so, the County agreed that revenue from the filing fees would be retained by the Superior Court for the Small Claims Advisor functions.

If the Plumas Superior Court is not inclined to provide the Small Claims Advisor service, then Code of Civil Procedure section 116.940(c) provides that certain minimum services be available such as (1) recorded telephone messages providing general information; and 2) information booklets be provided in the court clerk's office, appropriate county offices, and in other locations convenient to prospective small claims litigants. Since prospective litigants nearly always start their inquiries about the small claims process at the court clerk's office (where they are referred to this office), it appears that the Plumas Superior Court is in the best position to meet the requirements of CCP 116(c)(1) and (2). Trinity Superior Court opted out of the small claims advisor program by local rule and provides alternate services via its website: <https://www.trinity.courts.ca.gov/small-claims>. Plumas Superior Court could do the same.

Please let me know the Plumas Superior Court's intentions with regard to small claims advisor services.

I plan to bring a resolution to the Plumas County Board of Supervisors for consideration at the May 21, 2019, meeting to exempt the County of Plumas from providing small claims advisor services.

While I don't expect there have been significant changes since 2017, I would very much appreciate it if you would provide me with the total number of small claims cases filed in Fiscal Years 2016-2017, 2017-2018, and 2018-2019 (year to date).

I am, of course, available to discuss this matter further upon request.

Thank you,

R. Craig Settlemire  
Plumas County Counsel  
520 Main Street, Room 302  
Quincy, CA 95971-9115

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

**From:** Settlemire, Craig  
**Sent:** Thursday, May 04, 2017 12:49 PM  
**To:** 'Norrie, Deborah'  
**Cc:** Hilde, Janet; Kaufman, Ira  
**Subject:** RE: Small Claims

Debbie:

Thank you. I will let the Courts know before I take any action to place the matter on the Board of Supervisors' agenda.

R. Craig Settlemire  
Plumas County Counsel  
520 Main Street, Room 302  
Quincy, CA 95971-9115

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

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**From:** Norrie, Deborah [<mailto:Deborah.Norrie@plumas.courts.ca.gov>]  
**Sent:** Wednesday, May 03, 2017 8:29 AM  
**To:** Settlemire, Craig  
**Cc:** Hilde, Janet; Kaufman, Ira  
**Subject:** RE: Small Claims

Good morning Craig –

As requested the filing statistics for Small Claims cases are as follows:

Fiscal Year 14-15	47 cases
Fiscal Year 15-16	49 cases
Fiscal Year 16-17 (YTD)	32 cases

If the County decides to proceed with the elimination of the Small Claims advisor per CCP 116.940(3)(c), the Court would appreciate knowing when the item is on the Board's agenda and a copy of any resolution that may result.

If the County eliminates the Small Claims Advisor service, the Court would appreciate receiving the information required under CCP116.940(3)(c)(1) and (2) - the telephone number for recorded messages and the location of small claims information booklets.

Debbie

Deborah W. Norrie  
Court Executive Officer  
Plumas Superior Court  
520 Main St., Room 104  
Quincy, CA 95971  
530-283-6016

---

**From:** Settlemire, Craig [<mailto:CSettlemire@countyofplumas.com>]  
**Sent:** Wednesday, April 19, 2017 3:55 PM

**To:** Norrie, Deborah  
**Cc:** Kaufman, Ira; Hilde, Janet; Snyder, Mari  
**Subject:** Small Claims

Debbie:

As you know, the Plumas County Counsel's Office provides the Small Claims Advisor services as required by Code of Civil Procedure sections 116.260 and 116.940. Unfortunately, the amount of small claims advisor revenue from filing fees is only an average of \$18.33 per month over the last twelve months and is insufficient to fund the actual amount of time this office devotes to the small claims advisor services. Over the twelve months ended April 13, 2017, the County Counsel's Office has documented over 48 hours of small claims advisor services. We have also been informed that the small claims materials from the Department of Consumer Affairs are no longer available at no cost. (A local printer quoted \$375 to reprint 50 copies.)

I am considering proposing that Plumas County exempt itself from providing small claims advisor services as permitted by CCP 116.940(c). Therefore, will you kindly provide me with number of small claims cases filed in each of the last two full fiscal years as well as the current fiscal year to date?

Thank you for your attention to this request.

R. Craig Settlemire  
Plumas County Counsel  
520 Main Street, Room 302  
Quincy, CA 95971-9115

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

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**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
EXEMPTING THE COUNTY OF PLUMAS FROM PROVIDING  
SMALL CLAIMS ADVISORY SERVICES**

**WHEREAS**, pursuant to Code of Civil Procedure sections 116.260 and 116.940 the County of Plumas, acting by and through the Office of the Plumas County Counsel has heretofore provided individual assistance to advise small claims litigants; and

**WHEREAS**, subdivision (c) of Code of Civil Procedure section 116.940 provides that a county in which the number of small claims actions filed annually is 1,000 or less as averaged over the immediately preceding two fiscal years, the county may elect to exempt itself from the requirements to provide small claims advisory services; and

**WHEREAS**, the number of small claims cases filed in the Plumas Superior Court in the past five fiscal years and the small claims fund revenue from the same are as follow:

<b>Fiscal year</b>	<b>Number of Cases filed</b>	<b>Small Claims filing Fees</b>
2014-2015	47	\$280
2015-2016	49	\$328
2016-2017	35	\$222
2017-2018	32	\$136
2018-2019 (to May 20, 2019)	31	\$236
Average	38.1	\$240.40

and

**WHEREAS**, the revenue generated by small claims filing fees is insufficient to fund the Small Claims Advisor program; and

**WHEREAS**, the Plumas Superior Court has advised the Plumas County Counsel that in the event the County of Plumas discontinued its Small Claims Advisor program, the Plumas Superior Court will also elect not to provide such individual small claims advisory services, but that the Plumas Superior Court would provide the minimum advisory services required by Code of Civil Procedure section 116.940(c)(1) and (2);

**NOW THEREFORE**, the Board of Supervisors of the County of Plumas resolves and orders

that:

1. The facts and circumstances set forth in above recitals are true and correct.
2. The County of Plumas hereby elects to exempt itself from providing individual small claims advisory services and any small claims filing fees otherwise payable for small claims advisory services and collected after the date of this Resolution shall be retained by the Plumas Superior Court to provide the minimum advisory services described in subdivisions (c)(1) and (2) of Code of Civil Procedure section 116.940.

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, this 4th day of June 2019, by the following vote:

AYES: SUPERVISORS  
NOES: SUPERVISORS  
ABSENT: SUPERVISORS  
ABSTAIN: SUPERVISORS

---

Chairperson of the Board of Supervisors

ATTEST: \_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

Distribution: \_\_\_\_\_

Attachments: None

[S:\Resolutions\Resolution re Exempting from Small Claims Advisor Services.docx]

# PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



*Lindsay Fuchs  
County Librarian*

DATE: May 21 2019  
TO: Honorable Board of Supervisors  
FROM: Lindsay Fuchs, Plumas County Librarian  
RE: Request to approve the Zip Book allocated amount of \$6,000 from NorthNet

**Recommendation:**

Request to approve the Zip Book allocated amount of \$6,000 from NorthNet, with an assumed amount of \$800 to be used for this fiscal year of 2018-2019 and the rest to be rolled over into the next fiscal year 2019-2020.

**Background:**

The Zip Book Program is an alternative model for interlibrary loan service where patrons request books not currently found in the Plumas County library collection, the library uses the program funding to purchase the books through Amazon, and then the patrons receive books delivered directly to their home, to later be returned to the library to be added into the collection for access by other patrons.

During this fiscal year of 2018-2019, management of the project was turned over to the NorthNet Library System, who in turn have implemented new guidelines and rules for the program in partnership with the California State Library. In May 2019, NorthNet revised the fiscal process to streamline the grant payment process. Before, invoices were sent directly to NorthNet to pay for the purchase of the zip books; now, the Library will directly pay the monthly invoices using the funds provided by NorthNet and the CA State Library.

NorthNet will disburse a \$6,000 check to Plumas County Library to cover the Zip Book program expenses to the end of this fiscal year, June 30 2019, and to continue the Zip Book program without interruption in funding into the next fiscal year 2019-2020. There will be an assumed \$800 spent between now and the end of the 18-19 fiscal year, leaving an assumed \$5,200 in leftover funding to roll over into the next fiscal year.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: Library      Dept. No: 20670      Date 5/23/19

The reason for this request is (check one):		Approval Required
A.	<input type="checkbox"/>	Board
B.	<input checked="" type="checkbox"/>	Board
C.	<input type="checkbox"/>	Board
D.	<input type="checkbox"/>	Auditor
E.	<input type="checkbox"/>	Auditor

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

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

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) *Unanticipated grant received for purchase of ZipBooks in amount of \$6,000. \$800 to be spent in 18/19, remainder carried forward to 19/20.*

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority: *Spring 2*

Approved/ Recommended \_\_\_\_\_ Disapproved/ Not recommended \_\_\_\_\_

Auditor/Controller Signature: *John D. Miller* 8/23/18

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_ Initials \_\_\_\_\_

#### INSTRUCTIONS:

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

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

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

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

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



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

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



15

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

DATE: May 21, 2019

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Approval and authorize Chair Sanchez to sign the contract between Plumas County Probation Department and Lassen County Juvenile Detention Facility.

---

### **Recommendation**

Approve and authorize Chair Sanchez to sign the contract between Plumas County Probation Department and Lassen County to utilize their Juvenile Detention Facility for the detention of Plumas County juvenile offenders.

### **Background and Discussion**

Because Plumas County does not have a juvenile detention facility, the Probation Department has contracted with Lassen County Juvenile Detention Facility in the past for the detention of Plumas County juvenile offenders. The Juvenile Hall rate is \$110.00 a day per juvenile before adjudication and \$85.00 per day per juvenile for Court-ordered commitments.



2

## PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street, Quincy, CA 95971  
(530) 283-7011

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

20 May 2019

TO: Board of Directors of the Walker Ranch Community Services District

FROM: Rebecca Herrin, Assistant Planning Director *VH*

MEETING DATE: June 4, 2019

SUBJECT: Trailhead Subdivision application for Reversion to Acreage (GC 66499.16)  
Request for direction to staff regarding District issues

### RECOMMENDATIONS:

1. Approve the application to move forward to hearing before the Zoning Administrator on June 12, 2019.
2. Determine that the District's existing sewage disposal and water lines are unnecessary for present or prospective public purposes and that the applicant may proceed to cap the lines and abandon the system as proposed as part of the Reversion to Acreage process.
3. Determine that the unpaid District standby fees of \$975.00 are due and payable and that the interest payment of \$4,844.97 does not apply as there is an existing security bond in the amount of \$975.00 held by the County that covers the unpaid amount of the standby fees.

### BACKGROUND:

Staff has been involved in meetings regarding this property and potential reversion to acreage of the property since at least 2009. With the retirement of Randy Wilson, staff would like to complete the reversion to acreage prior to his retirement date.

The Trailhead Subdivision for creation of 83 parcels in the Walker Ranch area of Lake Almanor was approved by the Zoning Administrator on June 14, 2006. Although not approved as a phased subdivision, a first phase map was recorded for 39 parcels, common ownership parcels and a remainder parcel on November 8, 2007 (see attachment 1).

The subdivision map has expired, meaning a map finalizing the project can't be recorded. There has never been a public report issued by the State Department of Real Estate, so the existing 39 parcels can't be sold separately.

Plumas Bank has diligently tried to find a buyer for the subdivision with no success. Staff has been in meetings with at least five separate buyers regarding potential use of the property over the years.

→ Reversion to Acreage effectively removes the existing parcels and any dedications not deemed necessary. There may be conditions imposed (GC 66499.17) as part of the approval. If approved by the Zoning Administrator and upon recording a final map, the property could be sold as one separate parcel.

*Any future development of the parcel would follow current development standards and County Codes in place at the time of the development.*

1. Approve the application to move forward to hearing before the Zoning Administrator on June 12, 2019, There were various dedications and easements recorded as a part of this subdivision map. A grant deed recorded on November 8, 2007 at the same time as the subdivision map granted the domestic/emergency water and sewer system improvements and facilities to the Walker Ranch Community Services District (2007-0009138 - attachments 2 and 3). Several other easements were granted to the Trailhead Owners Association. These other easements are able to be abandoned by the property owner through the reversion process.

As the Walker Ranch Community Services District has rights within the property, staff is requesting that the Board, as Board of Directors of the District, approve the application for reversion to acreage to move forward to hearing.

2. Determine that the District's existing sewage disposal and water lines are unnecessary for present or prospective public purposes and that the applicant may proceed to cap the lines and abandon the system as proposed as part of the Reversion to Acreage process.

A letter received from Bob Perreault, Director of Public Works and Manager of the District, is shown as attachment 4. Mr. Perreault states that *"Water and sewer easements serving the Trailhead Subdivision are necessary to be maintained into the future as the main line water and sewer facilities are substantially in place."* He goes on to explain the grant deed and that the main lines are connected to the District's sewer and water systems.

A letter, written in response to a request for further information sent by Planning, was received from Jeff Morrish, NST Engineering, who is the project engineer (see attachment 5). On page two, item 5.A., Mr. Morrish explains:

*"The Reversion Map' (sheet 1) shows the easements that Plumas Bank is requesting. The on site 10 foot public utility easement along Big Cove Road will remain and a new 15 foot easement will be created along the north property line for use by the Community Services District for future water main connection. The existing water main and laterals are constructed for the benefit of the Trailhead Subdivision. Since the subdivision is to be nullified, the water main is not required. Plumas Bank wants to cap the main at both ends and disconnect from the Community Services District. The offsite water mains will be capped and will remain in place. The District can reconnect by installing the new water main along the property line at a later date."*

Government Code Section 66499.16 contains the findings that the County must make in approving the reversion to acreage (see attachment 6). Item (a) reads:

*"Dedications or offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective public purposes."*

Staff's recommendation is for the District to determine that the existing sewage disposal and water lines serving the former Trailhead Subdivision are unnecessary for present or prospective public purposes.

3. Determine that the unpaid District standby fees of \$975.00 are due and payable and that the interest payment of \$4,844.97 does not apply as there is an existing security bond in the amount of \$975.00 held by the County that covers the unpaid amount of the standby fees.

Unpaid District standby fees have evidently been accruing interest although the security bond from 2009 included the amount of the standby fee as a line item. The letter attached as attachment 4 indicates that an additional interest payment of \$4,844.97 has been added to the original fee for a total of \$5,819.97.

Walker Ranch Community Services District Resolution 97-6084 (A Resolution of the Walker Ranch Community Services District Establishing the District Policy Regulating the Use of Public and Private Facilities, and Establishing Fees for Services and Standby Fees) sets forth procedures involving standby fees. Section 6.030 c):

*"Interest on all sums imposed in accordance with this section, including the delinquent fee(s), reasonable costs of collection and late charges, at an annual percentage rate not to exceed 12 percent interest, commencing thirty (30) days after the fee(s) becomes due."*

As the security bond includes the unpaid standby fee amount and the County is able to retain a portion of the security bond to cover the unpaid fees, staff recommends that the amount due be reduced to the amount of the unpaid standby fee without accrued interest. This fee is applied to the property regardless and is not really applicable to the reversion to acreage approval. It can be paid out of the security bond or out of any escrow for the property.

In addition, the developers of the Trailhead property already have reimbursed Foxwood Almanor \$112,771.00 for a portion of the cost of constructing a water tank, for a portion of the costs of constructing a sewer line to a sand filter treatment facility owned by the District and for 50 percent of construction of a fence.

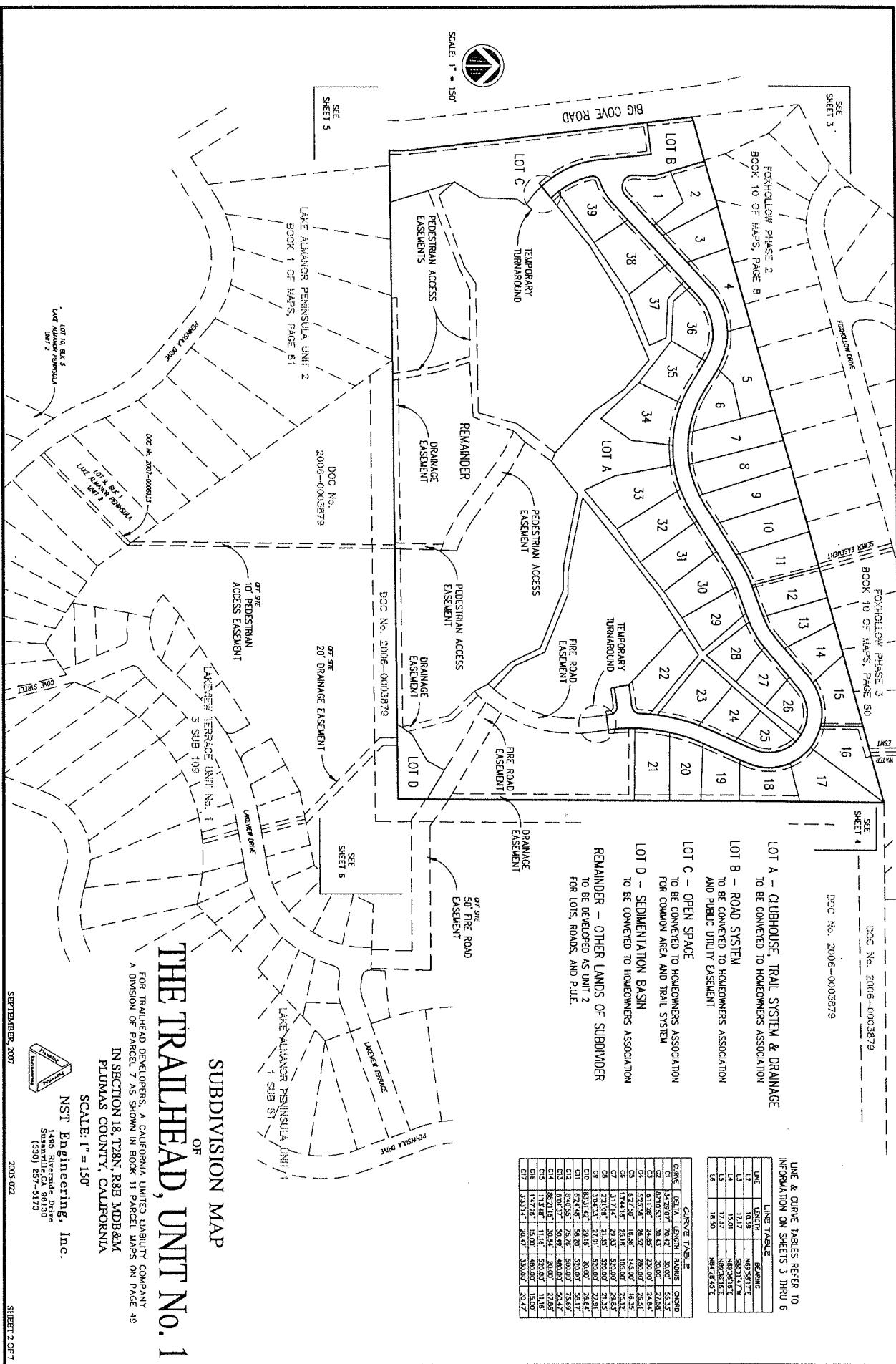
**ACTIONS FOR CONSIDERATION:**

Staff recommends that the Board of Directors of the Walker Ranch Community Services District take the following actions:

1. Approve the application to move forward to hearing before the Zoning Administrator on June 12, 2019.
2. Determine that the District's existing sewage disposal and water lines are unnecessary for present or prospective public purposes and that the applicant may proceed to cap the lines and abandon the system as proposed as part of the Reversion to Acreage process.
3. Determine that the unpaid District standby fees of \$975.00 are due and payable and that the interest payment of \$4,844.97 does not apply as there is an existing security bond in the amount of \$975.00 held by the County that covers the unpaid amount of the standby fees.

**Attachments:**

1. Page 77 of Book 10 of Maps-Phase I Trailhead Subdivision
2. Grant deed 2007-0009138
3. NST Engineering map of location of utilities per 2007-0009138
4. Letter from Bob Perreault, Director of Public Works and Manager of WRCSD, dated March 5, 2019
5. Letter from Jeff Morrish, NST Engineering, dated March 15, 2019
6. Government Code Section 66499.16



# THE TRAILHEAD, UNIT No. 1 OF THE SOUTHERN RAILROAD

FOR TRAILHEAD DEVELOPERS, A CALIFORNIA LIMITED LIABILITY COMPANY  
A DIVISION OF PARCEL 7 AS SHOWN IN BOOK 11 PARCEL MAPS ON PAGE 49

IN SECTION 18, T18N, R8E MUB&M  
PLUMAS COUNTY, CALIFORNIA

SCALE: 1 = 150

NST Engineering, Inc.  
1495 Riverside Drive

1405 Riverside Drive  
Sugarmill, CA 96130  
(530) 257-5173

Engineering 10301-00173

333

500

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ATTACHMENT I

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Trailhead Developers, LLC  
2240 Pleasant Valley Rd.  
Aptos, CA 95003

2007-0009138

Recorded	REC FEE	13.00
Official Records		
County of		
Plumas		
KATHLEEN WILLIAMS		
Clerk-Recorder		

GRANT DEED

02:05PM 08-Nov-2007 | Page 1 of 3

The undersigned grantor declares:  
Documentary transfer tax is : None (No taxable consideration)

For valuable consideration, receipt of which is hereby acknowledged, Trailhead Developers, LLC, a California limited liability company

GRANTS to

Walker Ranch Community Service District

The following described real property located in the County of Plumas, State of California:

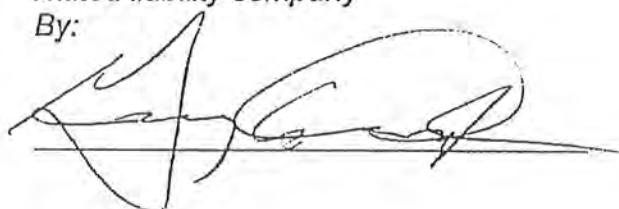
The domestic/emergency water and sewer system improvements and facilities, including but not limited to any wells, pumps, tanks, pipes, buildings and appurtenances necessary for the efficient operation of the domestic/emergency water and sewer systems as shown on the improvements plans submitted to the County of Plumas with the final map of The Trailhead, Unit No. 1, recorded

11-8, 2007 in Book 10 of Maps at Page 76-82  
Plumas County Official Records.

103-1410-009

Trailhead Developers, LLC, a California limited liability company

By:



DATED: 9-19-2007

ALL PURPOSE ACKNOWLEDGMENT B CALIFORNIA

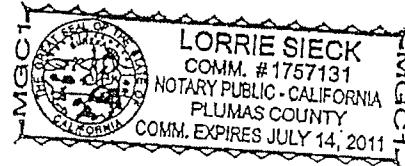
STATE OF California

COUNTY OF Plumas

ON 9-19-07 BEFORE me Lorrie Sieck, a Notary Public,  
personally appeared Gary A. Lindaker,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(jes), and that  
by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of  
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



## CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property owned by the deed dated NOV 08 2007, from, Trailhead Developers, LLC, a California limited liability company, to Walker Ranch Community Service District, a political subdivision of the County of Plumas to which this Certificate is attached, is hereby accepted by the undersigned officer or agent on behalf of the *Board of Directors* of the **Walker Ranch Community Services District**, State of California, pursuant to authority conferred by Resolution of the Board of Supervisors (#89-4400) adopted June 20, 1989, and resolution of the Board of Supervisors (#97-6016) adopted April 1, 1997. The grantee consents to recordation thereof by its duly authorized officer.

DATED: NOVEMBER 8, 2007

Walker Ranch Community Services District

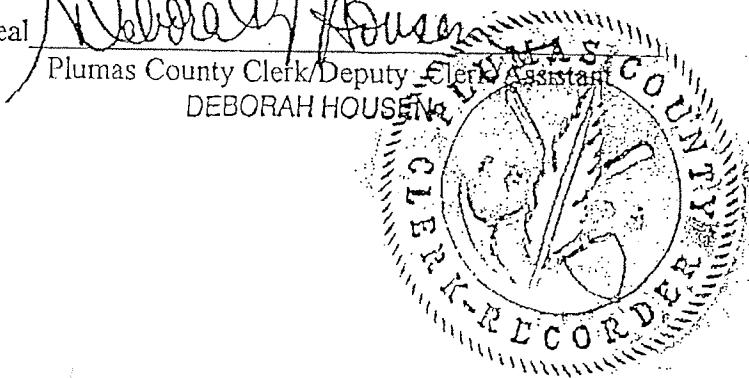
By Robert A. Perreault  
Robert A. Perreault Jr.  
Manager and Plumas County Engineer

State of California )ss.  
County of Plumas )

On NOV 08 2007 before me DEBORAH HOUSEN personally appeared Robert A. Perreault Jr., Manager of the Walker Ranch Community Services District, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledges to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Deborah Housen  
Plumas County Clerk/Deputy Clerk/Assistant  
DEBORAH HOUSEN



SEDIMENT BASH  
OUTFLOW POINT "A"  
ROCKED STONE & G. DEEP

GRANT DEED TO WALKER RANCH  
COMMUNITY SERVICE DISTRICT  
THE DOMESTIC/Emergency WATER AND SEWER SYSTEM  
IMPROVEMENTS AND FACILITIES, INCLUDING, BUT NOT  
LIMITED TO ANY WELLS, PUMPS, TANKS, PIPES,  
BOULDERS, AND APPURTENANCES, NECESSARY FOR THE  
EFFECTIVE OPERATION OF THE DOMESTIC/Emergency  
WATER AND SEWER SYSTEM, AND THE  
IMPROVEMENTS PLANS SUBMITTED TO THE COUNTY OF  
PLUMAS WITH THE FINAL MAP OR TRAILED UNIT NO.  
1, RECORDED 1/18/2001 IN BOOK 10 OF MAPS AT  
PAGE 76-82, PLUMAS COUNTY OFFICIAL RECORDS  
DOC #2007-9138

TRAILEHEAD REVERSION  
TO ACREAGE  
EXISTING PLAN OF  
WATER AND SEWER SYSTEM  
AND DRAINAGE  
IMPROVEMENTS  
IN SECTION 18, T28N, R36E NDB&M  
PLUMAS COUNTY, CALIFORNIA  
SCALE: 1" = 100'



NST Engineering, Inc.  
1405 Riverside Drive  
Suisunville, CA 94570  
(707) 227-5770

MARCH 2019

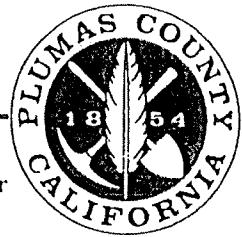
2017-23

ATTACHMENT 3

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

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



## RECEIVED

March 5, 2019

MAR - 6 2019

Kathy Beatty, AVP, Admin. Services Officer  
Plumas Bank  
35 S. Lindan Avenue  
Quincy, CA 95972

PC Planning+Building

RE: Petition for Reversion to Acreage – Trailhead, Unit No. 1 – Department of Public Works  
Follow-up Response to Preliminary Review and Consultation

Dear Kathy,

This letter follows our previous letter, same subject, pertaining to our Public Works investigation on several functional issues associated with Plumas Bank's Petition for Reversion to Acreage for Trailhead Unit No. 1. Trailhead Subdivision No. 1 was recorded November 8, 2007 and a set of Trailhead Subdivision Improvement Plans was approved by the County Engineer on April 6, 2007.

According to the most recent Project Engineers Cost Estimate, dated October 2, 2009, stamped and signed by Professional Civil Engineer Jeffery Morrish, the following work, by category, is presently completed: Street Work 75%, Storm Drain 69%, Water System 98%, Sewer System 100%, Electrical System 100%, Erosion Control 46%, Landscaping 92%, Engineering 79%. The estimated cost, including contingency, was \$221,162.98, as calculated in 2009.

In regard to consideration of an Application for Reversion for the Trailhead Subdivision, the Department of Public Works has the following concerns:

1. Water and sewer easements serving the Trailhead Subdivision are necessary to be maintained into the future as the main line water and sewer utilities are substantially in place. Domestic/Emergency water and sewer system improvements were granted to Walker Ranch CSD by grant deed and recorded under document number 2007-0009138. The recorded subdivision drawings (book 10 of maps pages 76-82 easement 7 through 9) define easement for access, maintenance and repair. Easement 7 for sewer occurs between lots 11 and 12, and easement 8 for water is between lots 15 and 16. Lot "B" on map page 77 is easement 9 and is for water and sewer under the private roadway. Sewer and water mains will be required to remain in place due to the main lines connection to the WRCSD sewer and water systems. This will require new, specific access easements for water and sewer lines if the roadway easement is vacated or revised. Currently, the 40-foot wide roadway easement is granted to the Trailhead Homeowners Association.

ATTACHMENT 4

2. Big Cove Road turn lanes at the Trailhead Subdivision will require maintenance by Plumas County and will potentially only serve one residence if reversion to acreage is granted. Public Works will not object to the improvements previously constructed in support of a 39-lot subdivision, but please understand that the final decision remains with the Plumas County Board of Supervisors.
3. Drainage improvements from Trailhead Subdivision are not complete per the Engineer's Estimate referenced above. The drainage improvements will require further inspection by the Department of Public Works to define the scope of which improvements are required per the Engineer's Estimate prior to possible reversion to acreage. There will be a future need for owner maintenance and protection of current grading/drainage constructed to date.
4. Further review has been made of the approved subdivision improvement plans and the most recent Engineers Estimate. The Engineer's Estimate lists a number of storm drain system items and a sediment basin as remaining to be constructed. The Improvement Drawings field copy notes also refer to many drainage and sediment basin(s) not yet constructed. The Trailhead property and most improvements are not visible due to the presence of more than 3 feet of snow. Upon snow melt, the County staff and WRCSD staff need to conduct an on-site inspection of the entire subdivision. The subdivision agreement and associated security will be required to remain in effect until the remaining improvements scope of work are determined due to the potential reversion to acreage, or other arrangements are re-negotiated.
5. Other easements that will be required to remain are drainage easements and fire road easements within the current Trailhead Subdivision. The storm runoff from Trailhead will need to be channeled per the improvement plans to the offsite drainage easements. The fire roads easement will be required to remain for fire access to the adjacent subdivision. Drainage from Trailhead is important because the County and WRCSD are presently designing drainage improvements to resolve flooding conditions at the intersection of Big Cove Road and Peninsula Drive.
6. Unpaid Water and Sewer Standby Fees to Walker Ranch CSD, including interest, are required to be paid prior to any reversion to acreage. Presently, Trailhead Subdivision is responsible for WRCSD Standby Fees that were unpaid as of March 2009. Additionally, there are related interest amounts that have accrued since March 2009. The total amount due is \$5,819.97.\*
7. It is necessary that the proposed Reversion Plan be revised to reflect and include all easements and infrastructure that will remain in place, if the Revision is approved by the Board of Supervisors.

\*Unpaid Fees (\$975)+Interest (\$4,844.97)=\$5,819.97.

Kathy Beatty, AVP, Admin. Services Officer

Trailhead Reversion to Acreage

March 5, 2019

Page 3

Please be advised that Public Works staff continues to investigate Paragraphs 3 and 4 on the previous page.

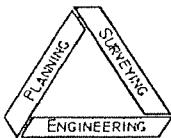
If you need additional clarification regarding any aspect of this letter, please do not hesitate to contact Rob Thorman at 283-6495.

Sincerely,



Bob Perreault, P.E.  
Director of Public Works, and  
Manager, WRCSD

cc: Randy Wilson, Planning Director  
Becky Herrin, Asst. Planning Director  
Gretchen Stuhr, Deputy County counsel



# NST ENGINEERING INC.

1495 Riverside Dr. ~ Susanville Ca. 96130  
(530) 257-5173 ~ Fax (530) 257-6272

Jeffery Morrish - RCE  
Stephen H Schmidt - RLS  
Vernon H Templeton - RLS

March 15, 2019

Rebecca Herrin  
Plumas County Planning Dept.  
555 Main Street  
Quincy, CA 95971

Re: Plumas Bank  
Trailhead Reversion to Acreage

Dear Rebecca,

I am following up and responding to your comments in your letter dated February 8, 2019:

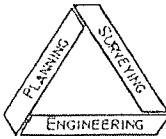
*1. Although your letter states that all easements listed in the preliminary title report have been addressed, the 10 foot pedestrian easement is not on the list. This easement was recorded at 2007-0006133, re-recorded as 2007-0008288. The easement was intended to provide access from the property to the lake, however there was a termination of recreation easement agreement recorded on February 2, 2018 that lifted the easement from a lakefront property where the easement terminates and this property was sold.*

*It is not clear to me if this easement is the same as shown in 2007-0009135 as there is language about "annexation of the adjacent property to the development."*

**Response:** The Recreation Easement that was terminated in Document 2018-0000514 affected Lot 10 in Block 5 (326 Peninsula), the lakefront lot only. The Ten Foot Pedestrian Easement (2007-0006133, re-recorded at 2007-0008288 to correct a legal description so that the easement clearly burdened Lot 9, Block 1...this lot is on the upshore side of Peninsula Drive). The ten foot easement is entirely offsite of the Trailhead Subdivision and grants the owners of Trailhead the right of ingress/egress on the southern property, continuing over Lot 9, Block 1, and terminating at Peninsula Drive. It is true that one of the original purposes of the pedestrian easement was to allow access to the lakefront lot – which could be accessed by crossing the street – but the termination of the Recreation Easement and the selling of the lakefront lot does not affect this pedestrian easement. Plumas Bank intends to retain this pedestrian easement in case any subsequent owner of the property would like to make use of the easement to access Peninsula Drive. The easement remains in place along Lot 9, Block 1, Lake Almanor Peninsula Unit 2.

The easements noted in 2007-0009135 are *on-site* easements noted on the final subdivision map, "The Trailhead Unit No 1" and were granted to the homeowners' association as part of the planned development. These on-site easements will not be required after reversion and will be terminated through quitclaim back to Plumas Bank.

ATTACHMENT 5



# NST ENGINEERING INC.

1495 Riverside Dr. ~ Susanville Ca. 96130  
(530) 257-5173 ~ Fax (530) 257-6272

Jeffery Morrish - RCE  
Stephen H Schmidt - RLS  
Vernon H Templeton - RLS

**2. *Grant Deed for Common Area lots A, B, C, and D (2007-0009134) is not listed in your submittal.***

**Response:** Plumas Bank controls the homeowners' association. All on-site easements and common area lots will be quit claimed by the Homeowner's Association back to Plumas Bank. Plumas Bank will eliminate Common Area Lots A, B, C, and D at the time of recording, concurrently with the Reversion Map.

**3. *2007-0006132 would appear to benefit owners in the Lakeview Terrace subdivision. How is this to be addressed? Cutoff the portion that provides access through Trailhead?***

**Response:** Deed 2007-0006132 references the grant of the non exclusive fire road easement, which is an offsite easement that benefits the Trailhead property. The owner(s) of Trailhead are granted the fire road easement for their emergency use. This easement benefits, not burdens, Trailhead by allowing it to use the easement on the Servient Tenement. Exhibit A lists the Servient Tenement, which is the area that the easement runs over. It is listed as beginning on Lakeview Drive (as shown on the Lakeview Terrace map) and leading to the edge of Trailhead (formerly known as Parcel 7, which is the Dominant Tenement...the parcel benefitted by this easement). This easement does not give other property any easement rights over Trailhead. Plumas Bank intends to retain this offsite easement after the reversion. I see no reference to any benefit to the owners in the Lakeview Terrace subdivision over Trailhead. The easement is across the parcel between Trailhead and the County maintained road, Lake View Drive.

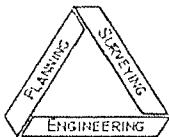
**4. *The submittal for the reversion map has a different page I than the original submittal. Is this intended as a change in the application?***

**Response:** We were requested by the County to show off-site easements. We prepared a 1" = 150' scale map on Sheet 1 so that all the off site easements are shown. Sheet 2 was enlarged to 1" = 100' in order to specifically show the on site easements. I can use only one sheet if that is preferable to the County. The reversion map submitted with this letter is the current map desired by Plumas Bank, and replaces all previous maps.

**5. *It appears that page 2 of the map is essentially the same as page 1, with a different scale and date. Is this what is intended?***

**Response:** I have sent you the following maps with this letter:

A. "The Reversion Map" (sheet 1) shows the easements that Plumas Bank is requesting. The on site 10 foot public utility easement along Big Cove Road will remain and a new 15 foot easement will be created along the north property line for use by the Community Services District for future water main connection. The existing water main and laterals were constructed for the benefit of the Trailhead Subdivision. Since the subdivision is to be nullified, the water



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main is not required. Plumas Bank wants to cap the main at both ends and disconnect from the Community Services District. The offsite water mains will be capped and will remain in place. The District can reconnect by installing the new water main along the property line at a later date.

B. "The Reversion Map" (sheet 2) is a smaller scale so that the offsite easements that are a part of Trailhead are shown. These easements will remain for the benefit of the Trailhead property.

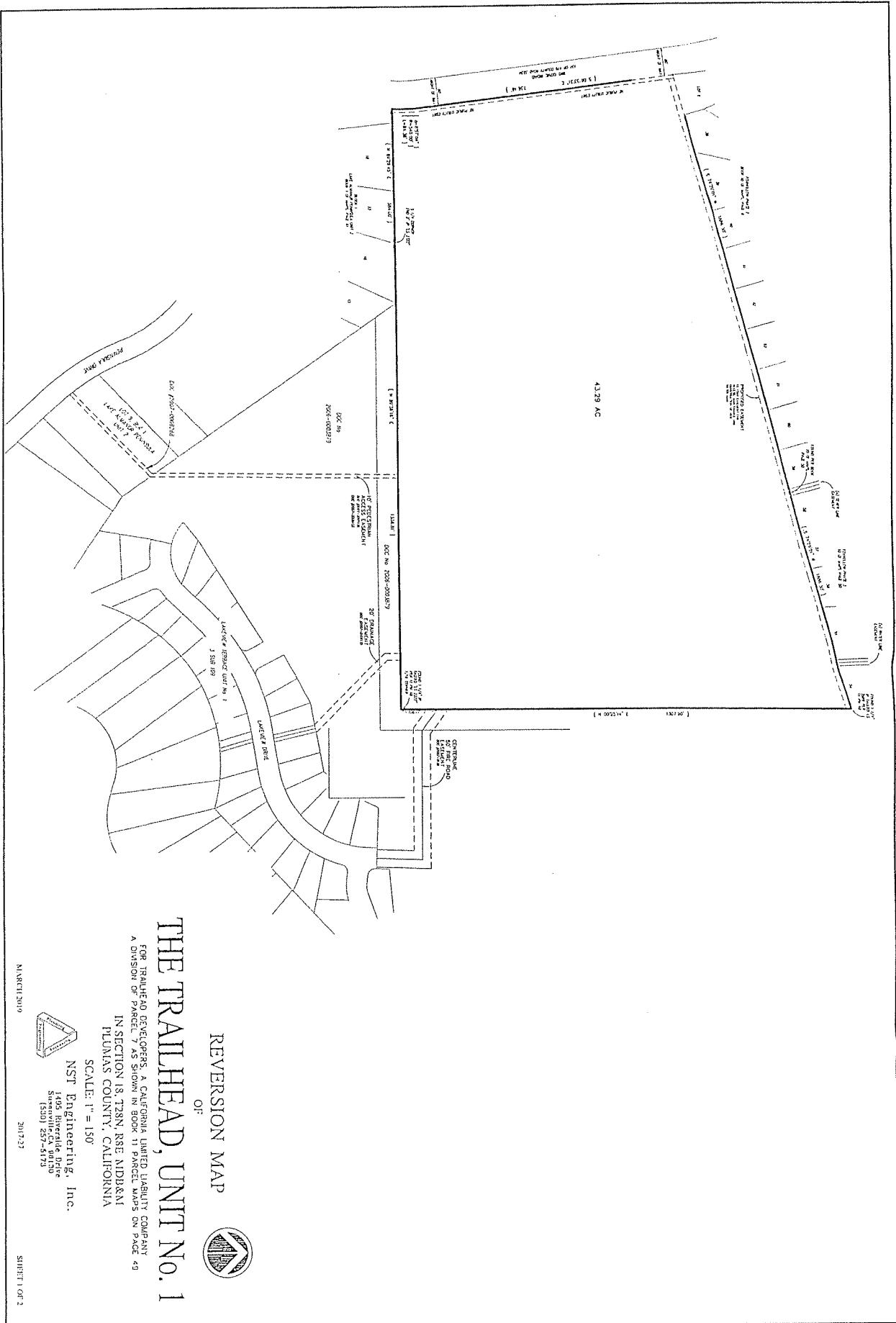
C. The "Water and Sewer System Existing Plan" shows the water and sewer mains that are in place now. The laterals to the Trailhead lots are also shown. The lines will remain in place and will not be used.

I have also shown the existing rocked drainage swale and sediment basin near Big Cove Road. The swale and basin collect runoff from a portion of the existing road ( $\pm 400$  lf,  $\pm 10,500$  sf). This is about 67% of the proposed road system that drains through the existing swale and sediment basin to Big Cove Road. There are only about six (6) lots that would use this drainage course. None of these lots are developed so the proposed impervious roof surfaces of future homes are not part of the current storm drainage ( $2500$  sf x 6 lots =  $15,000$  sf). Therefore, the existing road and roof impervious surfaces are only 30% of the designed impervious surfaces drainage to Big Cove Road. No improvements are necessary.

The remaining storm runoff was designed to slope to the southeast corner of the property. Rock drainage swales and a sediment basin were designed to retain storm runoff in this drainage area. Presently, the existing road ( $\pm 2200$  lf,  $\pm 57,000$  sf) doesn't have any storm drainage collection and the storm runoff flows into the undeveloped pervious surfaces that remain in the drainage area ( $\pm 38$  ac). Approximately 75 of the 83 proposed subdivision lots were supposed to drain to the southeast corner as well. Infiltration trenches below the roof eaves were designed to reduce storm runoff but have never been installed. The total impervious surfaces in this drainage area was designed for almost 300,000 sf of impervious surface area (112,500 sf road,  $75(2500)=187,500$  sf roofs). The existing road surface only covers about 60,000 sf or 20% of the original design. I believe the additional storm drainage is being retained on site, therefore, additional swales or retention is not required at this time. The culvert at Peninsula Drive will not have to be increased as well.

Sincerely,

Jeff Morrish



# THE TRAILHEAD, UNIT No. 1

## REVERSION MAP OF



FOR TRADEAD DEVELOPERS, A CALIFORNIA LIMITED LIABILITY COMPANY  
A DIVISION OF PARCEL 7, AS SHOWN IN BOOK 11 PARCEL MAPS ON PAGE 49  
IN SECTION 18, T28N R56E NIDB&M  
PLUMAS COUNTY, CALIFORNIA

1495 Riverside Drive  
Sunrnville, CA 90670  
(530) 257-5173

SILVER



**State of California**

**GOVERNMENT CODE**

**Section 66499.16**

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66499.16. Subdivided real property may be reverted to acreage only if the legislative body finds that:

- (a) **Dedications or offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective public purposes; and**
- (b) Either:
  - (1) All owners of an interest in the real property within the subdivision have consented to reversion; or
  - (2) None of the improvements required to be made have been made within two years from the date the final or parcel map was filed for record, or within the time allowed by agreement for completion of the improvements, whichever is the later; or
  - (3) **No lots shown on the final or parcel map have been sold within five years from the date such map was filed for record.**

(Added by Stats. 1974, Ch. 1536.)



3AI

## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

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

**MEETING DATE:** June 4, 2019

**SUBJECT:** Designation of Plumas County Planning Director as "designated subordinate officer" for the purpose of meeting the requirements of Business and Professions Code Section 23958.4(b)(2)

**RECOMMENDATION:** Designate the Planning Director as the person responsible for issuing a letter of public convenience or necessity allowing businesses to obtain liquor licenses from the Department of Alcoholic Beverage Control in those areas with an "undue concentration" of such licenses.

**BACKGROUND:**

Historically, all applications for licenses from the State Department of Alcoholic Beverage Control were routed through Planning and Building Services. Planning checks the applicable zoning for all proposed licenses and issues approvals as necessary.

Many years ago, the Planning Director became responsible for reviewing and issuing approval letters for proposed licenses in those areas where, mainly due to the seasonal needs of tourism areas, there is an "undue concentration" of licenses. Basically what this means is that the need exceeds the number of licenses that would be allowable if only the year-round population was being served.

A sample copy of a letter sent recently is shown in Attachment 1.

The Department of Alcoholic Beverage Control has notified Planning that either the Board of Supervisors must issue the letter or the Board must designate the Planning Director to issue the letter as the Department does not have such an authorization in the files.

The Board's approval will allow the process of issuing letters of public convenience or necessity to remain as it has for over thirty years.

**ATTACHMENTS:**

1. Sample letter to Department of Beverage Control from Randy Wilson, Planning Director.
2. Business and Professions Code Section 23958.4



**PLUMAS COUNTY PLANNING & BUILDING SERVICES**

555 Main Street, Quincy, CA 95971      [www.countyofplumas.com](http://www.countyofplumas.com)  
(530) 283-7011

29 January 2019

Department of Alcoholic Beverage Control  
1900 Churn Creek Road, Suite 215  
Redding, CA 96002

Re:    Grocery Outlet Alcoholic Beverage License  
      1715 E. Main Street  
      Quincy, CA 95971  
      (Unincorporated Plumas County)

The issuance of an alcoholic beverage license for the Grocery Outlet Store at 1715 E. Main Street in Quincy would serve as a public convenience.

Private land is limited in Plumas County to approximately 30 percent of the total. Most of the services are concentrated in the unincorporated area; in communities such as Quincy. While the year-round population is not great, the summer months bring an influx of visitors that require expanded services. Therefore, there is a need for services to serve as a public convenience in this area.

Please don't hesitate to give me a call at (530) 283-6214 if you have any questions on the above.

Sincerely,

A handwritten signature in blue ink that reads "Randy Wilson". The signature is fluid and cursive, with "Randy" on top and "Wilson" below it.

Randy Wilson  
Plumas County Zoning Administrator  
Plumas County Planning Director

CC: Katy Schardt

23958.4.

(a) For purposes of Section 23958, "undue concentration" means the case in which the applicant premises for an original or premises-to-premises transfer of any retail license are located in an area where any of the following conditions exist:

(1) The applicant premises are located in a crime reporting district that has a 20 percent greater number of reported crimes, as defined in subdivision (c), than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency.

(2) As to on-sale retail license applications, the ratio of on-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of on-sale retail licenses to population in the county in which the applicant premises are located.

(3) As to off-sale retail license applications, the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of off-sale retail licenses to population in the county in which the applicant premises are located.

(b) Notwithstanding Section 23958, the department may issue a license as follows:

(1) With respect to a nonretail license, a retail on-sale bona fide eating place license, a retail license issued for a hotel, motel, or other lodging establishment, as defined in subdivision (b) of Section 25503.16, a retail license issued in conjunction with a beer manufacturer's license, or a winegrower's license, if the applicant shows that public convenience or necessity would be served by the issuance.

(2) With respect to any other license, if the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. The 90-day period shall commence upon receipt by the local governing body of (A) notification by the department of an application for licensure, or (B) a completed application according to local requirements, if any, whichever is later.

If the local governing body, or its designated subordinate officer or body, does not make a determination within the 90-day period, then the department may issue a license if the applicant shows the department that public convenience or necessity would be served by the issuance. In making its determination, the department shall not attribute any weight to the failure of the local governing body, or its designated subordinate officer or body, to make a determination regarding public convenience or necessity within the 90-day period.

(c) For purposes of this section, the following definitions shall apply:

(1) "Reporting districts" means geographical areas within the boundaries of a single governmental entity (city or the unincorporated area of a county) that are identified by the local law enforcement agency in the compilation and maintenance of statistical information on reported crimes and arrests.

(2) "Reported crimes" means the most recent yearly compilation by the local law enforcement agency of reported offenses of criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny, theft, and motor vehicle theft, combined with all arrests for other crimes, both felonies and misdemeanors, except traffic citations.

(3) "Population within the census tract or census division" means the population as determined by the most recent United States decennial or special census. The population determination shall not operate to prevent an applicant from establishing that an increase of resident population has occurred within the census tract or census division.

(4) "Population in the county" shall be determined by the annual population estimate for California counties published by the Population Research Unit of the Department of Finance.

(5) "Retail licenses" shall include the following:

(A) Off-sale retail licenses: Type 20 (off-sale beer and wine) and Type 21 (off-sale general).

(B) On-sale retail licenses: All retail on-sale licenses, except Type 43 (on-sale beer and wine for train), Type 44 (on-sale beer and wine for fishing party boat), Type 45 (on-sale beer and wine for boat), Type 46 (on-sale beer and wine for airplane), Type 53 (on-sale general for train and sleeping car), Type 54 (on-sale general for boat), Type 55 (on-sale general for airplane), Type 56 (on-sale general for vessels of more than 1,000 tons burden), and Type 62 (on-sale general bona fide public eating place intermittent dockside license for vessels of more than 15,000 tons displacement).

(6) A "premises-to-premises transfer" refers to each license being separate and distinct, and transferable upon approval of the department.

(d) For purposes of this section, the number of retail licenses in the county shall be established by the department on an annual basis.

(e) The enactment of this section shall not affect any existing rights of any holder of a retail license issued before April 29, 1992, whose premises were destroyed or rendered unusable as a result of the civil disturbances occurring in Los Angeles from April 29 to May 2, 1992, to reopen and operate those licensed premises.

(f) This section shall not apply if the premises have been licensed and operated with the same type license within 90 days of the application.

*(Amended by Stats. 2013, Ch. 76, Sec. 6. (AB 383) Effective January 1, 2014.)*

3AD



## PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street, Quincy, CA 95971      [www.countyofplumas.com](http://www.countyofplumas.com)  
(530) 283-7011

**DATE:** June 4, 2019

**TO:** Honorable Chair and Board Members of the Plumas County Flood Control and Water Conservation District

**FROM:** Randy Wilson, Plumas County Planning Director *RW*

**RE:** Request for approval of an agreement with Hinman and Associates Consulting Inc. to provide professional services to assist Plumas County with support services to the Upper Feather River Integrated Regional Water (UFRIRWMP) Management Plan Program and authorize the Planning Director to sign the agreement.

### Background:

For the FY 19-20 budget a request for \$25,000 for Professional Services was submitted for consideration in the Planning Department budget to continue to contract with Hinman and Associates Consulting Inc. for work regarding the Upper Feather River IRWM plan.

The request is to have the contract run from July 1, 2019 through June 30, 2020. This request is to consider a new contract prior to the expiration of the previous contract and the adoption of the FY 19-20 budget.

### STAFF COMMENT:

The Upper Feather River IRWM plan contains Chapter 11 called Plan Implementation, Performance, Monitoring and Data Management, which is attached. The Introduction to this Chapter indicates:

“The Department of Water Resources (DWR) Guidelines for Integrated Regional Water Management (IRWM) Plans include the standard that IRWM Plans, “shall include performance measures and monitoring to document progress toward meeting Plan objectives.” The intent of the Plan Performance and Monitoring Standard is to ensure:

- “\* The Regional Water Management Group (RWMG) is efficiently making progress toward meeting the objectives of the IRWM Plan;
- “\* The RWMG is implementing projects listed in the IRWM Plan; and
- “\* Each project approved under the Plan is monitored to comply with all applicable rules, laws, and permit requirements.”

The intent of this agreement with Hinman and Associates Consulting Inc. is to assist in the RWMG in the implementation of the Upper Feather River IRWM Plan by:

- Tracking emails and policy documents;
- Assist with project development and grant application(s) efforts upon request;
- Take responsibility for the Regional Water Management Group (RWMG) meeting(s) logistics and agendas;
- Maintenance and updating the UFRIRWM website (featherriver.org);
- Manage communication to the RWMG and the public;
- Research and identify funding opportunities;
- Participate in UFRIRWM Funding Area coordination and project development efforts;
- Project contract management; and
- Organizational strategizing and financial planning.

The request for \$25,000 to support this effort is within the Planning Department’s requested FY 19-20 budget. There has been discussion amongst the members of the Regional Water Management Working Group for member’s organizations to contribute to this cost, which could reduce Plumas County’s costs for this ongoing effort. The Regional Water Management Group has requested the following from other Counties within the area of the Upper Feather River Integrated Regional Water Management Plan. These request are as follows: Butte County \$3,775, Lassen County \$1,300, Sierra County \$1,875.

### **Actions for Consideration**

Staff recommends that the Board of Supervisors take the following actions:

- I. Approve the attached agreement with Hinman and Associates Consulting Inc. to provide professional services to assist the Plumas County with support services to the Upper Feather River Integrated Regional Water (UFRIRWMP) Management Plan Program and authorize the Planning Director to sign the agreement.

Attachments:

Agreement with Uma Hinman Consulting  
Email Dated May 15, 2019 from Uma Hinman setting the contributions from counties

## Services Agreement

This Agreement is made by and between the PLUMAS COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), and Hinman and Associates Consulting, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Five Thousand dollars (\$25,000).
3. Term. The term of this agreement shall be from July 1, 2019 through June 30, 2020, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds except for services already provided but not yet paid 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.

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

- 1 -

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

8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. **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.
10. **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.
11. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. **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.
13. **Choice of Law.** The laws of the State of California shall govern this agreement.
14. **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.

15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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,

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

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

its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 20, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

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

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these

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

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

specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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:

Planning Department  
County of Plumas  
555 Main Street  
Quincy, CA 95971  
Attention: Randy Wilson

Contractor:

Hinman and Associates Consulting, Inc.  
P.O Box 1251  
Cedar Ridge, CA 95924  
Attention: Uma Hinman, Owner/Environmental Planner, [uhinman@comcast.net](mailto:uhinman@comcast.net), 916-813-0818

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.

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

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

**CONTRACTOR:**

Hinman & Associates Consulting, Inc., a  
California Corporation

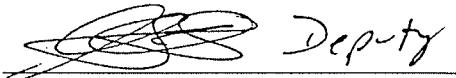
By: \_\_\_\_\_  
Name: Uma Hinman  
Title: President and Treasurer  
Date signed:

**DISTRICT:**

Plumas County

By: \_\_\_\_\_  
Name: Randy Wilson  
Title: Planning Director, County of Plumas  
Date signed:

**APPROVED AS TO FORM:**

 Deputy 5/14/19  
R. Craig Settlemire  
Plumas County Counsel

## EXHIBIT A

Provide services in assisting the Plumas County with support services to the Upper Feather River Integrated Regional Water (UFRIRWM) Management Plan Program. Hinman and Associates Consulting, Inc. staff will assist with implementation of the UFRIRWM Program as needed. Services that can be provided include:

- Tracking emails and policy documents;
- Assist with project development and grant application(s) efforts upon request;
- Take responsibility for the Regional Water Management Group (RWMG) meeting(s) logistics and agendas;
- Maintenance and updating the UFRIRWM website (featheriver.org);
- Manage communication to the RWMG and the public;
- Research and identify funding opportunities;
- Participate in UFRIRWM Funding Area coordination and project development efforts;
- Project contract management; and
- Organizational strategizing and financial planning.

## EXHIBIT B

### Fee Schedule

Compensation shall not exceed \$25,000 for work under this contract.

Contractor shall submit an invoice to County for each calendar month in which services are provided.

Hourly Rates:

Principal Planner	\$85.00/hour
Planner/Analyst	\$65.00/hour
Administrative Support	\$35.00/hour

#### Sub-Consultants

Uma Hinman Consulting charges a 10 percent administrative fee on all sub-consultant labor (see Hourly Rate Method of Billing).

## Wilson, Randy

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**From:** Uma Hinman <uhinman@comcast.net>  
**Sent:** Wednesday, May 15, 2019 7:10 PM  
**To:** Thrall, Sharon; Wilson, Randy  
**Subject:** RWMG budget contributions

Hello Sherrie and Randy,

I've recalculated the budget contributions to include Lassen County (table below). If you concur, I'll prepare the letters requesting contribution and send them out.

County	Acreage in Plan Area	Percentage of Plan Area <sup>1</sup>	Budget Contribution
Butte	345,850	15.1	\$ 3,775
Lassen	119,394	5.2	\$ 1,300
Plumas	1,653,456	72.2	\$ 18,050
Sierra	172,367	7.5	\$ 1,875
Totals		100	\$ 25,000

<sup>1</sup> The percentages were recalculated to exclude the areas of Shasta, Tehama, and Yuba counties.

Hope you all are enjoying this last spring fling before the summer heat!

Uma



**Uma Hinman**  
Hinman & Associates Consulting  
(916) 813-0818  
umahinman.com



3A3

## PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street, Quincy, CA 95971 [www.countyofplumas.com](http://www.countyofplumas.com)  
(530) 283-7011

**DATE:** June 4, 2019

**TO:** Honorable Chair and Members of the Board of Supervisors

**FROM:** Randy Wilson, Plumas County Planning Director *RW*

**RE:** Authorize the Planning Director to execute an Agreement for Contract Employee Services for Leah Wills for work on water planning issues until June 30, 2020.

### Background

Leah Wills provides professional services to both County of Plumas and the Plumas County Flood Control and Water Conservation District. This is a request to execute an agreement to contract for Leah's services as a contract employee for professional services through June 30, 2020. A new contract for Leah's services is required as the latest contract will expire on June 30, 2019. Staff is asking that this new contract be approved prior to the adoption of the FY 2019-2010 budget. The Planning Department Fiscal Year 2019-2020 Budget contains a line item (51020) for \$36,000 for Leah's services.

### Scope of Services

The following explains the tasks/issues contained in the proposed contract.

CONTRACT EMPLOYEE shall serve in a consultant, or advisory, capacity to the Plumas County Planning Director. Duties include, but are not limited to:

- \* Work on and attend meetings regarding Rock Creek/Cresta Ecological Resources Committee (ERC) (FERC # 1962 and other matters related to FERC relicensing in the North Fork of the Feather River; (Bucks FERC # 619, Poe FERC #2107, and Oroville FERC #2100, hydroelectric licenses);
- \* Work on and attend meetings regarding FERC 2105 relicensing including work on the 401 permit for FERC 2105;
- \* Work on issues and implementation of the Updated Integrated Regional Water Management Plan;
- \* Work on CEQA/NEPA related issues related to water planning;
- \* Work on water quality temperature and mercury issues related to water planning;

- \* Work on the California Statewide Groundwater Elevation Monitoring Plan (CASGEM) compliance issues related to water planning;
- \* Work on groundwater management issues;
- \* Assist in the development of a Water Program Transition Plan; and
- \* Other Duties as assigned related to water use, conservation, and planning.

## **ACTIONS FOR CONSIDERATION**

Staff recommends the Board of the Supervisors take the following action.

- I. Authorize the Planning Director to execute an Agreement for Contract Employee Services for Leah Wills for work on water planning issues until June 30, 2020.

Attachment: Agreement for contract employee services for Leah Wills

## AGREEMENT FOR CONTRACT EMPLOYEE SERVICES

This Agreement is entered into this 4th day of June, 2019, between the PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and LEAH WILLS, hereinafter referred to as "CONTRACT EMPLOYEE," to provide contract employee services to the County.

### 1. DEFINITIONS

For clarification purposes, the following terms and phrases are further clarified in regard to usage in the administration of this contract:

**CONTRACT EMPLOYEE:** Leah Wills. The contract provisions are solely applicable to the named individual.

**PAYROLL:** The Contract Employee shall be considered an "Extra Help Employee," who will serve at the pleasure of the Plumas County Planning Director.

### 2. SERVICES TO BE PROVIDED

CONTRACT EMPLOYEE shall serve in a consultant, or advisory, capacity to the Plumas County Planning Director. Duties include, but are not limited to:

- \* Work on and attend meetings regarding Rock Creek/Cresta Ecological Resources Committee (ERC) (FERC # 1962 and other matters related to FERC relicensing in the North Fork of the Feather River; (Bucks FERC # 619, Poe FERC #2107, and Oroville FERC #2100, hydroelectric licenses);
- \* Work on and attend meetings regarding FERC 2105 relicensing including work on the 401 permit for FERC 2105;
- \* Work on issues and implementation of the Updated Integrated Regional Water Management Plan (IRWM);
- \* Work on CEQA/NEPA related issues related to water planning;
- \* Work on water quality temperature and mercury issues related to water planning;
- \* Work on the California Statewide Groundwater Elevation Monitoring Plan (CASGEM) compliance issues related to water planning;
- \* Work on groundwater management issues;
- \* Assist in the development of a Water Program Transition Plan; and
- \* Other Duties as assigned related to water use, conservation, and planning.

CONTRACT EMPLOYEE shall consult with the Plumas County Planning Director on an ongoing basis to identify and prioritize specific services to be provided pursuant to the Agreement.

Inherent in the services to be provided is an on-going duty to be aware of appropriated funding that is intended to pay the costs of services and other reimbursements to the CONTRACT EMPLOYEE.

### 3. CONTRACT SCHEDULE

The nature of this work to be performed by the CONTRACT EMPLOYEE is such that the Planning Director and the CONTRACT EMPLOYEE are primarily to be in response to the issues of water. Accordingly, there is no foreseen specific project delivery schedule.

### 4. TERM

1. Subject to earlier termination as provided in Paragraph 8 below, CONTRACT EMPLOYEE shall be retained for a period of twelve (12) months, commencing on July 1, 2019, and ending on June 30, 2020.

### 5. COMPENSATION AND REIMBURSEMENT

CONTRACT EMPLOYEE shall be compensated for her service at the rate of Sixty-One Dollars and Sixty Four Point Two Cents per hour (\$61.642/hr).

Subject to pre-authorization by the COUNTY, COUNTY shall reimburse CONTRACT EMPLOYEE for reasonable and necessary travel expenses for travel outside the County boundaries.

CONTRACT EMPLOYEE shall submit to the County, a time card and any reimbursement requests, on a bi-weekly basis, in accordance with policies and procedure established by the Planning Director.

### 6. PAYMENT

Payment for services and reimbursement may take longer than payroll every two (2) weeks. Payment shall be processed as part of the regular County bi-weekly payroll.

Upon submission of a submitted reimbursement request for payment, if any, as approved by the Planning Director, payment shall be processed by the County, but reimbursement may take more than two (2) weeks.

### 7. NOTICES

Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail, as reflected by

the official U.S. postmark, if such communication is sent through regular United States mail.

<u>If to Contract Employee:</u>	<u>If to Planning Director:</u>
Leah Wills	Randy Wilson
	Planning Director
5587 North Fir Fork	555 Main Street,
Taylorsville, CA 95983	Quincy, CA 95971
Tel: (530) 284-7294	Tel: (530) 283-6214
	Fax: (530) 283-6134

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

#### 8. TERMINATION

COUNTY, Planning Director may terminate this agreement at any time, with or without cause, upon two (2) weeks written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to the notice of dismissal and to any rights to hearing or appeal thereon. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CONTRACT EMPLOYEE to resign at any time from this position with the COUNTY, upon two (2) weeks written notice to the Planning Director.

#### 9. EMPLOYMENT BENEFITS

COUNTY shall provide CONTRACT EMPLOYEE no benefits or compensation other than salary and compensation as described in Paragraph 5. CONTRACT EMPLOYEE shall not be entitled to participate in the "Standard Department Head Benefit Program", including but not limited to, PERS retirement, County Medical, Sick Leave and/or Vacation.

#### 10. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to the Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental (district) procedures.

#### 11. NON-ASSIGNABLE

This Contract is personal and is not assignable under any circumstances.

#### 12. OTHER WORK BY CONTRACT EMPLOYEE

Employment shall not be construed to preclude teaching, writing, or consulting performed on the CONTRACT EMPLOYEE'S time off.

13. REPORTING

CONTRACT EMPLOYEE will report directly with the Planning Director.

14. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

15. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relied, to which such party may be entitled.

16. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that she has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that she shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to the Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

17. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

18. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of PLUMAS COUNTY.

19. GENERAL PROVISIONS

The text herein shall constitute the entire agreement between parties.

This Agreement shall be binding upon, and insure to the benefit of the heirs, successors, assigns, executors and personal representatives of the parties hereto.

CONTRACT EMPLOYEE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Leah Wills

PLUMAS COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Randy Wilson  
Planning Director

APPROVED AS TO FORM:

By:  \_\_\_\_\_ Date: 5/14/19  
County Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Plumas County Board of Supervisors



3B

## OFFICE OF THE DISTRICT ATTORNEY

**David Hollister, District Attorney**

520 Main Street, Room 404 · Quincy, California 95971  
(530) 283-6303 · Fax (530) 283-6340

**Date:** May 13, 2019  
**To:** Honorable Board of Supervisors  
**From:** David Hollister, District Attorney  
**Agenda:** Item for June 4, 2019

### **Recommendation:**

- A. The District Attorney requests the approval of a Supplemental Budget for the Alternative Sentencing Program with funding of a grant from Plumas Superior Court of \$2,910.00.
- B. Request is also made for approval of the MOU with Plumas Superior Court for this Grant. The MOU has been approved as to form by County Counsel.

### **Background and Discussion**

The Plumas Superior Court has received a grant from the California Administrative Office of the Courts for \$14,911.00 and the Court has opted to award the entirety of this funding to the Alternative Sentencing Program for drug testing, educational and recovery materials for clients.

The grant funding is allocated for workbooks, recovery materials, videos and other media for use by case management staff in working with defendants through the Pretrial Release and DA Diversion programs, both of which are designed to reduce recidivism and promote recovery from addiction. Also funded with this grant are items to assist defendants in meeting basic needs that allow them to make and keep appointments, i.e. bus passes, food etc., and the purchasing of drug testing supplies to maintain a level of accountability.

The amount originally budgeted matched last year's award, however this year the award increased by \$2,910.00. Please approve the supplemental budget request for the unanticipated award increase.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Dept. District Attorney - Alternative Sentencing

Dept. No.: 70307

Date: 5/14/19

1. The reason for this request is (check one):	<u>Approval Required</u>
A. <input type="checkbox"/> Transfer to/from Contingencies OR between Departments	Board
B. <input checked="" type="checkbox"/> Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/> Transfers to/from or new Fixed Asset, within or from a 51XXX	Board
D. <input type="checkbox"/> Transfer within Department, except fixed assets	Auditor
E. <input type="checkbox"/> Establish any new account except fixed assets	Auditor

**TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS**

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

**TRANSFER TO:**

**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 account 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 Revenue from Plumas Superior Court for educational and drug testing materials.
- B) Supplemental revenue, not a transfer
- C) Funding is available this fiscal year only.
- D) Unanticipated increase in grant award.

Approved by Signing Authority:

Sh. 74a

5/14/2019

/ Approved/Recommended

County Administrative Officer:

/ Disapproved/Not Recommended

8/15/19

Board Approval Date:

### Agenda Item No.

Clerk of the Board signature

Date Entered by Auditor Controller

## Initials

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

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

IF one copy of agenda requiest 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 Departemnt after all signautures 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.



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

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



3c1

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

DATE: May 21, 2019

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Request to approve and authorize Chair Sanchez to sign the amended contracts between the Probation Department and the Plumas Crisis Intervention and Resource Center.

---

### **Recommendation**

Approve and authorize Chair Sanchez to sign the amended contracts between the Probation Department and Plumas Crisis Intervention and Resource Center for the 24/7 DAD program and the Pathways Home, approved by the CCP AB109 Committee at their March 27, 2019 meeting.

### **Background and Discussion**

Plumas Crisis Intervention and Resource Center was awarded \$41,200 for their Pathways Home program in the 2018-2019 fiscal year, recommended by the CCP Executive Committee pursuant to CCP AB109, and approved by the Board of Supervisors. Because of the Pathway Home's numerous requests for assistance, they requested an additional \$20,000 for this fiscal year from the AB109 funds, increasing their contract to \$61,200. \$16,000 will come from the AB109 reserves and \$4,000 will come from the \$20,824 contracted to the 24/7 DAD program, reducing their contract to \$16,824.

The original contracts are on file in the Probation Department.



**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

3C2

DATE: May 21, 2019  
TO: Honorable Board of Supervisors  
FROM: Erin Metcalf, Chief Probation Officer  
SUBJECT: Request to approve Budget Transfer to increase Local Community Corrections revenues \$100,000 to match CCP/AB109 budget, and increase CCPIF/AB109 account 58079A \$16,000.

### **Recommendation**

Approve the Budget Transfer to increase the Local Community Corrections revenues, department 20895, account 44079A, to match the CCP/AB109 budget; and increase the CCPIF/AB109 account 58079A \$16,000 to pay the Plumas Crisis Intervention and Resource Center's request for additional funds for the 2018-2019 fiscal year.

### **Background and Discussion**

The Local Community Corrections department 20895, account 44079A, revenues are being increased to match the CCP/AB109 budget, and the CCP Committee voted March 27, 2019, to award Plumas Crisis Intervention and Resource Center \$16,000 more for fiscal year 2018-2019 for their Pathways Home program. Therefore, department 20895, account 58079A needs to be increased by \$16,000 in order for the Probation Department to pay Plumas Crisis Intervention and Resource Center.



**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

303

DATE: May 21, 2019  
TO: Honorable Board of Supervisors  
FROM: Erin Metcalf, Chief Probation Officer  
SUBJECT: Request to approve \$16,000 Budget Transfer from revenue account to expenditure account to pay Plumas Crisis Intervention and Resource Center the additional requested funds for fiscal year 2018-2019.

### Recommendation

Approve the Budget Transfer to move \$16,000 from the department 20418, CCP/AB109 revenue account to department 20418 Professional Services-Community Partners expenditure account to pay the Plumas Crisis Intervention and Resource Center's request for additional funds for the 2018-2019 fiscal year.

### Background and Discussion

Plumas Crisis Intervention and Resource Center was awarded \$41,200 for their Pathways Home program in the 2018-2019 fiscal year, recommended by the CCP Executive Committee pursuant to CCP AB109, and approved by the Board of Supervisors. Because of the Pathway Home's numerous requests for assistance, they requested an additional \$20,000 for this fiscal year from the AB109 funds. \$16,000 will come from the AB109 reserves and \$4,000 will come from the \$20,824 contracted to the 24/7 DAD program, reducing their contract to \$16,824. This was approved by the CCP AB109 Committee at their Meeting on March 27, 2019.

**A RESOLUTION TO GIVE WORKERS COMPENSATION AND TORT CLAIM  
SETTLEMENT AUTHORITY TO COUNTY RISK MANAGER, COUNTY  
ADMINISTRATOR, AND COUNTY COUNSEL**

**WHEREAS**, the Board of Supervisors has taken action, most recently by Resolution No. 10-7623,, to give certain settlement authority to the County Administrative Officer, the County Counsel and the Auditor/Controller when risk management responsibilities were moved to the Auditor/Controller, and

**WHEREAS**, the office of County Administrative Officer has been revised and retitled "County Administrator," and

**WHEREAS**, the Board of Supervisors has moved the county Risk Manager responsibilities to the County Administrator, and previous actions taken are in need of being updated

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

1. Authorize settlement authority for the Risk Manager in the amount up and including \$25,000.00 for Worker's Compensation cases.
2. Authorize settlement authority for County Counsel, with County Administrator's approval, in the amount of \$25,000.00 for Worker's Compensation cases (County Counsel/County Administrator/Risk Manager joint authority not to exceed \$50,000.00 in total).
3. Authorize settlement authority, for all claims or actions arising under the Tort Claim Act, for County Counsel, in the amount up to and including \$25,000.00; and up to \$50,000.00 with County Administrator approval; total authority not to exceed \$50,000.00.

The foregoing resolution was adopted on June 4, 2019, at a regular meeting of the Plumas County Board of Supervisors for the following vote:

AYES:

NOES:

ABSENT:

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Chair, Board of Supervisors

ATTEST:

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Clerk of the Board

**Notice of Public Hearing to Consider Adoption of Uncodified Urgency Ordinance  
Pursuant to Government Code Section 65858 Imposing a Temporary Moratorium on the  
Cultivation of Industrial Hemp in the Unincorporated Areas of Plumas County by the  
Plumas County Board Of Supervisors**

The Plumas County Board of Supervisors will hold a public hearing on the following matter on Tuesday, June 4, 2019, at 1:00 PM, at the Board of Supervisors Chambers, Plumas County Courthouse, Room 308, 520 Main Street, Quincy, California:

Public Hearing to Consider Adoption of an Uncodified Urgency Ordinance Pursuant to Government Code Section 65858 Imposing a Temporary Moratorium on the Cultivation of Industrial Hemp in the Unincorporated Areas of Plumas County. During the term of the interim ordinance, including any extensions, no person or entity shall grow industrial hemp for any purposes within the unincorporated area of Plumas County and no County permit or approval of any type shall be issued therefor. Additionally, during the interim ordinance, including any extensions hereto, “Established Agricultural Research Institutions” as defined in Food and Agriculture Code Section 81000, will similarly be prohibited from cultivating industrial hemp. Cultivation of industrial hemp in violation of the prohibition in the interim ordinance will be a public nuisance that may be abated by any means available by law.

This public hearing is being held pursuant to Government Code Section 65090.

Written comments should be mailed or delivered to the Plumas County Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971.

For further information, contact the Plumas County Sheriff's Office at (530) 283-6300; email [obayashi@pcso.net](mailto:obayashi@pcso.net).

Publish, May 22, 2019:

Chester Progressive  
Indian Valley Record  
Feather River Bulletin  
Portola Reporter

**ORDINANCE NO. \_\_\_\_\_**

**AN UNCODIFIED URGENCY ORDINANCE OF THE COUNTY OF PLUMAS,  
ADOPTED PURSUANT TO GOVERNMENT CODE SECTION 65858, IMPOSING A  
TEMPORARY MORATORIUM ON THE CULTIVATION OF INDUSTRIAL HEMP IN  
THE UNINCORPORATED AREAS OF THE COUNTY OF PLUMAS**

The Board of Supervisors of the County of Plumas ordains as follows:

**SECTION 1. PURPOSE AND AUTHORITY.**

The purpose of this urgency ordinance is to establish a temporary moratorium on the cultivation of industrial hemp by “Established Agricultural Research Institutions,” as defined by California Food and Agricultural Code Section 81000(c), and others, while County staff determines the impact of such unregulated cultivation and reasonable regulations to mitigate such impacts. This urgency ordinance is adopted pursuant to California Constitution Article 11, Section 7, Government Code sections 65800, et seq., particularly section 65858, and other applicable law.

**SECTION 2. FINDINGS.**

The Board of Supervisors of the County of Plumas makes the following findings in support of the immediate adoption and application of this urgency ordinance:

A. Section 5940 of Title 7 of the United States Code states, “Notwithstanding the Controlled Substances Act (21 U.S.C. 801 et seq.), the Safe and Drug-Free Schools and Communities Act (20 U.S.C. 7101 et seq.), Chapter 81 of Title 41, United States Code, or any other Federal law, an institution of higher education (as defined in section 101 of the Higher Education Act of 1965 (20 U.S.C. 1001)) or a State department of agriculture may grow or cultivate industrial hemp if: (1) the industrial hemp is grown or cultivated for purposes of research conducted under an agricultural pilot program or other agricultural or academic research; and (2) the growing or cultivating of industrial hemp is allowed under the laws of the State in which such institution of higher education or State department of agriculture is located and such research occurs.”

B. On December 20, 2018, President Trump signed H.R. 2, the Agriculture Improvement Act of 2018 (hereafter “the 2018 Farm Bill) into law allowing hemp cultivation far more broadly than the previously allowed pilot programs for studying market interest in hemp-derived products. The 2018 Farm Bill also redefines hemp to include all parts of the plant, including seeds, derivatives, extracts, and cannabinoids, and allows the transfer of hemp-derived products across state lines for commercial or other purposes. It also puts no restrictions on the sale, transport, or possession of hemp-derived products, so long as those items are produced in a manner consistent with the law. The 2018 Farm Bill requires states wishing to be the primary regulators of hemp cultivation to submit their proposed regulatory programs for federal compliance approval and directs the United States Department of Agriculture to develop federal regulations for hemp farming, which will override state regulatory programs containing less stringent requirements. California has

yet to submit a state program to the United States Department of Agriculture for consideration.

C. Division 24, Industrial Hemp [sections 81000-81010] of the California Food and Agricultural Code (hereafter “FAC”) addresses the growing and cultivation of industrial hemp in California.

D. On January 1, 2017, Division 24, Industrial Hemp [sections 81000-81010] of the FAC became operative.

E. FAC Division 24 does provide for the California Department of Food and Agriculture to establish a pilot program or to participate in, or promote, research projects recognized under Section 5940 of Title 7 of the United States Code.

F. FAC Section 81001 calls for the Industrial Hemp Advisory Board to advise the California Secretary of Food and Agriculture and make recommendations to the Secretary pertaining to the cultivation of industrial hemp, including but not limited to, developing the requisite industrial hemp seed law and regulations, enforcement mechanisms, and the setting of an assessment rate.

G. The Industrial Hemp Advisory Board is expected to make its recommendation to the Secretary of the California Department of Agriculture for a regulatory framework allowing the cultivation of industrial hemp for commercial purposes in approximately late 2019.

H. Under FAC Division 24, all commercial growers of industrial hemp must register with the county agricultural commissioner prior to cultivation. Registration is currently available. The fees and process for registration have been developed in conjunction with the Industrial Hemp Advisory Board. However, the Industrial Hemp Advisory Board has not yet developed any other regulations concerning the cultivation of industrial hemp. Therefore, the cultivation of industrial hemp for commercial purposes as defined under FAC Division 24 is not clearly allowed within the State of California and the County of Plumas until the Industrial Hemp Advisory Board has developed and implemented the requisite industrial hemp law, regulations, and enforcement mechanisms, including the registration process and fees.

I. Despite the current restrictions on the cultivation of industrial hemp for commercial purposes, FAC Division 24 exempts cultivation by an “Established Agricultural Research Institution” from some of the regulatory requirements enumerated therein.

J. An “Established Agricultural Research Institution” is defined under FAC Section 81000 as: “(1) A public or private institution or organization that maintains land or facilities for agricultural research, including colleges, universities, agricultural research centers, and conservation research centers; or (2) An institution of higher education (as defined in section 1001 of the Higher Education Act of 1965 (20 U.S.C. 1001)) that grows, cultivates or manufactures industrial hemp for purposes of research conducted under an agricultural pilot program or other agricultural or academic research.”

K. Industrial hemp is defined under FAC Section 81000 and Health and Safety Code section 11018.5 as “a fiber or oilseed crop, or both, that is limited to types of the plant Cannabis sativa L. having no more than three-tenths of 1 percent (.3%) tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.”

L. “Cannabis” is defined under the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) codified at Business and Professions Code section 26001 as “all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin... ‘cannabis’ does not mean ‘industrial hemp’ as defined by Section 11018.5 of the Health and Safety Code.”

M. Due to the fact that industrial hemp and cannabis are derivatives of the same plant, Cannabis sativa L., the appearance of industrial hemp and cannabis are virtually indistinguishable to the untrained eye absent a laboratory performed chemical analysis for tetrahydrocannabinol (THC) content, the two plants cannot be distinguished under their legal definitions.

N. Division 24 of the FAC allows an “Established Agricultural Research Institution” to cultivate or possess industrial hemp with a greater than .3% THC level, causing such plant to no longer conform to the legal definition of industrial hemp, thereby resulting in such “research” plants constituting cannabis. Farming industrial hemp requires growing the entire marijuana plant which at some point contains psychoactive levels of THC.

O. The definition of “Established Agricultural Research Institution” as provided in FAC Section 81000 is vague and neither the Legislature nor the Industrial Hemp Advisory Board have provided guidelines on how the County can establish whether a cultivator claiming to be an “Established Agricultural Research Institution” is legitimate or that the cultivation constitutes “agricultural or academic research.” Without clear guidelines, the ability and likelihood that cultivators exploit the “Establish Agricultural Research Institution” exemption to grow industrial hemp with more than .3% THC is great.

P. Plumas County Ordinance No. 17-1107, an uncodified urgency ordinance imposed a temporary moratorium prohibiting commercial cannabis cultivation activity in the unincorporated area of the County as defined in California Business & Professions Code section 26001. Such moratorium was extended by Plumas County Ordinance No. 17-1108. Plumas County Ordinance No. 19-1119, codified the prohibition on commercial cannabis cultivation activity in the unincorporated area of the County.

Q. Due to the fact that industrial hemp and cannabis are virtually indistinguishable to the untrained eye, the cultivation of industrial hemp by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations poses similar threats to the public health, safety or welfare as the cultivation of cannabis.

R. The cultivation of industrial hemp by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations will create an increased likelihood of criminal activity.

Plumas County law enforcement investigations have revealed a typical “method of operation” employed by spurious hemp cultivation operators in Plumas County claiming to be “Established Agricultural Research Institutions”. Investigations have conclusively determined that such suspected operators claiming this status have presented alleged research agreements entered into with otherwise legitimate research institutions, which were later determined to be criminally fraudulent.

The majority of such operators and applicants for industrial hemp permits are from outside Plumas County and engage in purchasing or leasing property from either complicit or unwitting property owners who may ultimately will be financially responsible for any appropriate abatement process fines and costs incurred by law enforcement.

S. The cultivation of industrial hemp by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations creates a high likelihood of attracting crime and associated violence, including without limitation, theft, robberies, illegal firearms, shootings and homicides.

Law enforcement statewide and Plumas County law enforcement experiences have revealed that some suspected hemp operators (per Paragraph Q) have criminal backgrounds and tendencies and will enter into hemp cultivation agreements with complicit or unwitting Plumas County residents or businesses in order to convey an appearance of legitimacy.

Such operators often ignore and fail to comply with local and state planning, building, and environmental regulations. The Sheriff’s Office has discovered these violations in Plumas County during past and current criminal investigations. These violations present immediate health and safety hazards to the public and investigating deputies. Investigating deputies exposed to contaminants and pesticides could result in potential increases in medical & disability costs to county.

When discovered, such operators have often misled and/or been deliberately untruthful with law enforcement regarding their operations.

T. The Sheriff and other enforcing officers will have to investigate each industrial hemp grow conducted by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations to ensure that the grow is not cannabis. Investigations of industrial hemp grows are time consuming, labor intensive, and potentially dangerous as evidenced by the presence of armed security guards at some cultivation sites with high powered weapons not available to the general public.

U. Industrial hemp can serve as a host to mites and other insects. At this time, there are no pesticides specifically labeled for hemp that address such mites or other insects. The few pesticides that can legally be applied to hemp are not always effective, which allows for such insects to move into other nearby crops.

V. There are no requirements for pesticide use reporting or testing for industrial hemp when cultivated by an “Established Agricultural Research Institution” if pesticides on the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) 25(b) list are used. In addition, “Established Agricultural Research Institutions” may be using chemicals or pesticides that are extremely toxic to people and wildlife and which may pollute soil, ground water, and/or nearby water sources.

W. Industrial hemp and cannabis are not compatible crops. Thus, if this Board of Supervisors elects to pursue a particular option with respect to the outdoor cultivation of cannabis, the existence of industrial hemp grows maintained by “Established Agricultural Research Institutions” may preclude the Board of Supervisors from considering certain projects or development plans.

X. The cultivation of industrial hemp by an “Established Agricultural Research Institutions” prior to the adoption of reasonable regulations is harmful to the welfare of residents, creates a nuisance, and threatens the safety and land of nearby property owners.

Y. There is an urgent need for the Agricultural Commissioner, the Sheriff, and Resource Management to assess the impacts of industrial hemp grown by “Established Agricultural Research Institutions” and to explore reasonable regulatory options relating thereto.

Z. Due to the similarities between the cultivation and harvesting of industrial hemp and cannabis, it is imperative an expedited enforcement of this ordinance is available, similar to that of cannabis as outlined in Plumas County Code Title 1, Chapter 6.

AA. The allowance of cultivation of industrial hemp by “Established Agricultural Research Institutions,” as defined by FAC Section 81000, prior to the adoption of reasonable regulations, creates an urgent and immediate threat to the public health, safety or welfare of the citizens and existing agriculture in Plumas County.

BB. Plumas County has a compelling interest in protecting the public health, safety, and welfare of its residents and businesses, in preventing the establishment of nuisances by the cultivation of industrial hemp.

CC. There is a current and immediate threat to public health, safety, and welfare in that the establishment of industrial hemp cultivation in the unincorporated areas of the County of Plumas, as evidenced by current Sheriff’s Office investigations, will result in land uses and land developments that may conflict with amendments to the Plumas County Code that may be adopted as a result of the study that is to be undertaken.

DD. There is no feasible alternative to enactment of this moratorium ordinance that will satisfactorily mitigate or avoid the previously identified impacts to the public health, safety and welfare with a less burdensome or restrictive effect.

EE. In order to ensure the effective implementation of the County of Plumas’s land use objectives and policies, a temporary moratorium on the establishment and/or approval of industrial hemp cultivation is necessary.

FF. This ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the following categorical exemption applies: section 15308 (actions taken as authorized by local ordinance to assure protection of the environment). There are no unusual circumstances under CEQA Guidline15300.2(c). Each exemption stands as a separate and independent basis for determining that this ordinance is not subject to CEQA.

GG. This ordinance complies with State law and imposes reasonable regulations that the Board of Supervisors concludes are necessary to protect the public safety, health and welfare of residents and business within the County.

### **SECTION 3. CULTIVATION OF INDUSTRIAL HEMP PROHIBITED.**

A. During the term of this interim ordinance, including any extensions hereto, no person or entity shall grow industrial hemp for any purposes within the unincorporated areas of Plumas County and no County permit or approval of any type shall be issued therefor. As set forth above under Section 2, the cultivation of industrial hemp for commercial purposes is currently prohibited by the State of California. Additionally, during this interim ordinance, including any extensions hereto, “Established Agricultural Research Institutions” as defined in FAC Section 81000, will similarly be prohibited from cultivating industrial hemp.

B. Cultivation of industrial hemp in violation of the prohibition in this interim ordinance constitutes a public nuisance with unique impacts and a need for time-sensitive abatement and may be abated in accordance with the Plumas County Code and by any other means available by law. Enforcement of this ordinance will be conducted in compliance with Plumas County Code Title 1, Chapter 9. For enforcement purposes, industrial hemp shall have the same meaning as cannabis.

C. This section is cumulative to all other remedies now or hereafter available to abate or otherwise regulate or prevent public nuisances or to enforce the provisions of the Plumas County Code or Plumas County ordinances.

D. The provisions of this section shall not be construed to protect any person from prosecution pursuant to any laws that may prohibit the cultivation, sale, distribution, possession, and/or use of controlled substances, or to authorize conduct that is unlawful under state or federal law. Moreover, absent a state regulatory program approved by the United States Department of Agriculture, the cultivation of industrial hemp remains a violation of federal law as of the date of adoption of this ordinance and this ordinance is not intended to, and does not authorize conduct or acts that violate federal law, does not serve in any manner as an obstacle to enforcement of federal law, and does not protect any of the above-described persons from arrest or prosecution under those federal laws. Such persons assume any and all risk and any and all liability that may arise or result under state and federal laws from the cultivation of industrial hemp. Further, to the fullest extent permitted by law, any actions taken under the provisions of this ordinance by any public officer or employee of the County of Plumas or Plumas County itself shall not become a personal

liability of such person or a liability of the county.

E. As authorized by Government Code section 25132, and except as otherwise provided by state statute, any person or entity violating any provision of this ordinance shall be guilty of a misdemeanor.

#### **SECTION 4. DECLARATION OF URGENCY.**

Based on the findings set forth in Section 2, this ordinance is declared to be an urgency ordinance that shall be effective immediately upon adoption by the Board of Supervisors.

#### **SECTION 5. WRITTEN REPORT**

Ten days prior to the expiration of this ordinance or any extension thereof, the Board of Supervisors shall issue a written report describing the measures taken to alleviate the threat to public health, safety and welfare that led to the enactment of the ordinance.

#### **SECTION 6. SEVERABILITY**

If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

#### **SECTION 7. CONFLICTING LAWS**

For the term of this ordinance, as set forth in Section 8 below, the provisions of this ordinance shall govern. To the extent that there is any conflict between the provisions of this ordinance and the provisions of any other County code, ordinance, resolution or policy, all such conflicting provisions shall be suspended.

#### **SECTION 8. EFFECTIVE DATE AND TERM**

This ordinance is declared an urgency measure for the immediate protection and preservation of the public peace, health, safety and welfare for the reasons stated in Section 2, and it shall take effect immediately upon its adoption by a four-fifths (4/5) vote of the Board of Supervisors pursuant to Government Code section 65858 and Government Code section 25123 (d). This ordinance shall continue in effect for forty-five (45) days from the date of its adoption and shall thereafter be of no further force and effect unless, after notice pursuant to Government Code Section 65090 and a public hearing, the Board of Supervisors extends this ordinance for an additional period of time pursuant to Government Code Section 65858. The clerk shall cause this ordinance to be published as required by law.

The foregoing ordinance was adopted at a regular meeting of the Plumas County Board of Supervisors of the County of Plumas, State of California, held on the 4<sup>th</sup> day of June 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Michael Sanchez, Chair  
Board of Supervisors

ATTEST:

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Nancy DaForno  
Clerk of the Board

[Y:\Resolutions and Ordinances\Industrial Hemp Cultivation Moratorium Ordinance.docx]



# OFFICE OF THE SHERIFF

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

GREG HAGWOOD  
SHERIFF/CORONER

**DATE:** May 22, 2019

**TO:** Honorable Chair and Members of the Board of Supervisors

**FROM:** Greg Hagwood, Plumas County Sheriff

**RE:** Public Hearing to Consider Adoption of an Uncodified Urgency  
Ordinance Pursuant to Government Code Section 65858 Imposing a  
Temporary Moratorium on the Cultivation of Industrial Hemp in the  
Unincorporated Areas of Plumas County. During the term of the interim  
ordinance, including any extensions, no person or entity shall grow  
industrial hemp for any purposes within the unincorporated area of Plumas  
County and no County permit or approval of any type shall be issued  
therefor. Additionally, during the interim ordinance, including any  
extensions hereto, "Established Agricultural Research Institutions" as  
defined in Food and Agriculture Code Section 81000, will similarly be  
prohibited from cultivating industrial hemp. Cultivation of industrial  
hemp in violation of the prohibition in the interim ordinance will be a  
public nuisance that may be abated by any means available by law.

### **Background**

Section 5940 of Title 7 of the United States Code legalized the growing and cultivating of industrial hemp for research purposes in States where such growth and cultivation is legal under State law. On December 20, 2018, President Trump signed H.R. 2, the Agriculture Improvement Act of 2018 (hereafter "the 2018 Farm Bill" into law allowing hemp cultivation far more broadly than the previously allowed pilot programs for studying the market interest in hemp-derived products. The 2018 Farm Bill redefined hemp to include all parts of the plant, including seeds, derivative, extracts, and cannabinoids, and permitted the transfer of hemp-derived products across state lines. The 2018 Farm Bill requires states wishing to be the primary regulators of hemp cultivation to submit their proposed regulatory programs for federal compliance approval and directs the United States Department of Agriculture to develop federal regulations for hemp farming, which will override state regulatory programs containing less stringent requirements. Federal regulations have not been adopted for hemp farming. California has yet to submit a state program to the United States Department of Agriculture.

With the passage of Proposition 64 and associated trailer bills, the California Department of Food and Agriculture Code (FAC) was amended to include Division 24, which addresses the cultivation of industrial hemp. Industrial hemp is defined in Division 24, Section 11018.5 as:

**“Industrial hemp” means a fiber or oilseed crop, or both, that is limited to types of the plant *Cannabis sativa L.* having no more than three-tenths of 1 percent tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.”**

FAC Division 24, which became operative on January 1, 2017, cites the requirements for the cultivation of industrial hemp, including the establishment of the Industrial Hemp Advisory Board (IHAB), listing specific hemp seed sources, the registration of growers, the requirement for testing to assure all industrial hemp contains less than 0.3% of THC, and the fees and processes to be developed for registration of growers.

In the spring of 2017 the Industrial Hemp Advisory Board was formed by the California Department of Agriculture. Per State law, the Industrial Hemp Advisory Board is tasked with advising the California Department of Agriculture and making recommendations with regard to the cultivation of industrial hemp, including industrial hemp seed law and regulations, enforcement mechanisms, registration processes and fees, setting an assessment rate, and making recommendations on all matter pertaining to FAC Division 24. The Industrial Hemp Advisory Board expects to complete such tasks in sometime in 2019. Currently, registration is available for Industrial Hemp cultivation. However, since the remainder of the regulatory framework has not yet been established by the Industrial Hemp Advisory Board, the status of commercial cultivation of industrial hemp is currently unclear.

Although the FAC Division 24 prohibits the cultivation of industrial hemp for commercial purposes until the IHAB has developed the requisite hemp seed laws, regulatory scheme, and enforcement mechanisms, Division 24 exempts “established agricultural research institutions” from many of the regulatory requirements. The Division 24, Section 81000 (c) defines “established agricultural research institutions” as:

**“Established agricultural research institution” means any institution that is either:**

**“(1) A public or private institution or organization that maintains land or facilities for agricultural research, including colleges, universities, agricultural research centers, and conservation research centers; or**

**“(2) An institution of higher education (as defined in Section 1001 of the Higher Education Act of 1965 (20 U.S.C. 1001)) that grows, cultivates or manufactures industrial hemp for purposes of research conducted under an agricultural pilot program or other agricultural or academic research.”**

Under this exemption, the growth, cultivation, or manufacturing of industrial hemp by an Established Agricultural Research Institution (EARI) is not contingent upon the Industrial Hemp Advisory Board developing the industrial hemp seed law, regulations or enforcement measures.

This exemption allows cultivators to claim to be an Established Agricultural Research Institution or associated with one while the County has no guidelines on whether the grower or the institution is legitimate. The ability and likelihood that cultivators could exploit this exemption to grow industrial hemp is great. Also, given the vague definition of an Established Agricultural Institution, as well as the exemption from the reasonable regulations imposed by FAC Division 24, there is opportunity for exploitation by cultivators, such as premature cultivation of industrial hemp for commercial purposes or the cultivation of cannabis under the guise of industrial hemp.

Industrial Hemp and cannabis are differentiated by definition in state law, with major differences being industrial hemp may not contain more than 0.3% THC. However, industrial hemp and cannabis are derivatives of the same plant, *cannabis sativa L.*, and the appearance of industrial hemp and cannabis are virtually indistinguishable to the untrained eye. Absent a laboratory performed chemical analysis for THC content, the two plants cannot be distinguished under their legal definitions.

Moreover, FAC Division 24 allow an Established Agricultural Institution to cultivate and possess industrial hemp with a greater than 0.3% THC level, thereby resulting in such research plants potentially meeting the definition of cannabis. As such the unregulated cultivation of industrial hemp by an Established Agricultural Research Institution may pose the same threats to the public health, safety or welfare as the cultivation of cannabis and may be a violation of Plumas County's current prohibition on the cultivation of cannabis.

Such urgent and immediate threats include, but are not limited to: an increased likelihood of criminal activity; the attraction of crime and associated violence; a strain on County resources, including the Sheriff's Department, as the County will be forced to investigate each and every industrial hemp grow conducted by an Established Agricultural Research Institution to ensure the grow is not cannabis; and a detrimental impact on agriculture within the county and region resulting from exotic weeds, plant diseases, mites, and other insects that are prevalent in industrial hemp.

As an urgency measure, this interim zoning ordinance prohibits the cultivation of industrial hemp and prohibits the cultivation of industrial hemp by an Established Agricultural Research Institution for forty-five (45 days) and may thereafter be extended as provided by law. The purpose of this ordinance and any extensions thereafter is to give the County the opportunity to study the issue and formulate and adopt regular zoning regulations to mitigate or avoid negative effects of such grows. This urgency interim zoning ordinance may be extended for an additional 22 months and 15 days after a subsequent notice and public hearing.

### **California Environmental Quality Act (CEQA)**

This urgency interim zoning ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3) because the urgency interim ordinance preserves the status quo and temporarily prohibits a specific use, the cultivation of industrial hemp by Established Agricultural Research Institutions. Therefore, it can be seen with certainty that the urgency interim ordinance will not have a significant effect on the environment. In addition to the forgoing general exceptions, the following categorical exemption applies: Section 15308 (actions taken as authorized by local ordinance to assure protection of the environment. There are no unusual circumstances under the CEQA Guideline 1500.c(c)). Each exemption stands as a separate and independent basis for determining that this ordinance is not subject to CEQA.

### **ACTIONS FOR CONSIDERATION**

- I. Adopt the attached Uncodified Urgency Ordinance Pursuant to Government Code Section 65858 imposing a temporary moratorium on the cultivation of industrial hemp in the unincorporated areas of Plumas County. During the term of this interim ordinance no person or entity shall grow industrial hemp for any purposes, no County permit or approval of any type shall be issued, and Established Agricultural Research Institutions, as defined by the Food and Agricultural Code Section 81000, will similarly be prohibited from cultivating industrial hemp.
- II. Give other direction to staff.

Attachments:

Urgency Ordinance imposing a temporary moratorium on the cultivation of industrial hemp in the unincorporated areas of the county.

Notice of Public Hearing to Consider Adoption of Uncodified Urgency Ordinance Pursuant to Government Code Section 65858 Imposing a Temporary Moratorium on the Cultivation of Industrial Hemp in the Unincorporated Areas of Plumas County by the Plumas County Board of Supervisors.

California Department of Food and Agricultural (CDFA) Memo, dated January 5, 2018 regarding cultivation of industrial hemp by Established Agricultural Research Institutions in California.

California Department of Food and Agricultural (CDFA) Memo, dated January 10, 2018 regarding cultivation of industrial hemp by Established Agricultural Research Institutions in California.

Industrial Hemp Advisory Board Membership as of April 15 2019.

Agenda and Select Minutes of the Industrial Hemp Advisory Board Meeting of October 19, 2017 and January 18, 2018.

**INDUSTRIAL HEMP ADVISORY BOARD (IHAB)**  
**Nursery, Seed and Cotton Program, Pest Exclusion Branch**

4/15/2019

<b><i>Growers of Industrial Hemp</i></b>		<b><i>Term of Office</i></b>
(1)	Tom Pires P.O. Box 727 Riverdale, CA 93656	June 1, 2017 – May 31, 2020
(2)	Joshua Chase 360 Espinosa Road Salinas, CA 93907	July 1, 2018 – May 31, 2020
(3)	John Currier P.O. Box 1001 Brawley, CA 92224	April 15, 2019 – May 31, 2020
<b><i>Established Agricultural Research Institutions</i></b>		
(4)	Van Butsic University of California Dept. of Environmental Science, Policy, & Mgmt. 231 Mulford Hall Berkeley, CA 94720	June 1, 2017 – May 31, 2020
(5)	Valerie Mellano Cal Poly Pomona Don B. Huntley College of Agriculture 3801 W. Temple Ave., Bldg. 2-209 Pomona, CA 92768	June 1, 2017 – May 31, 2020
<b><i>California State Sheriff's Association</i></b>		
(6)	David Robinson Kings County Sheriff 1444 W. Lacey Blvd. Hanford, CA 93232	June 1, 2017 – May 31, 2020
<b><i>County Agricultural Commissioner</i></b>		
(7)	Rick Gurrola Tehama County Agricultural Commissioner P.O. Box 38 Red Bluff, CA 96080	June 1, 2017 – May 31, 2020
<b><i>Hemp Industries Association</i></b>		
(8)	Lawrence Serbin 7625 Somerset Blvd. Paramount, CA 90723	June 1, 2017 – May 31, 2020
<b><i>Industrial Hemp Product Processors or Manufacturers</i></b>		
(9)	Matt McClain 600 S. Spring St., #102 Los Angeles, CA 90014	June 1, 2017 – May 31, 2020
<b><i>Businesses That Sell Industrial Hemp Products</i></b>		
(10)	John Roulac 213 W. Cutting Blvd. Richmond, CA 94804	June 1, 2017 – May 31, 2020
<b><i>Public Member</i></b>		
(11)	Richard Soria 300 Lucerne Ave. Watsonville, CA 95076	June 1, 2017 – May 31, 2020



CALIFORNIA DEPARTMENT OF

FOOD & AGRICULTURE

Karen Ross, Secretary

January 10, 2019

**To: Any Interested Parties**

**Subject: Guidelines on Enforcement of California Food and Agricultural Code  
Section 81011**

### **I. Background**

Established agricultural research institutions, as defined in California Food and Agricultural Code (FAC) section 81000(c), are exempt from registration and may currently grow industrial hemp under California law. Effective January 1, 2019, FAC section 81011 requires established agricultural research institutions to provide Global Positioning System (GPS) coordinates of the planned cultivation site before cultivating industrial hemp. Relevant laws are attached to this advisory.

The California Department of Food and Agriculture (Department) is currently drafting regulations to implement FAC section 81011. Due to statutory requirements for rulemaking, there will be a period of time during which section 81011 is effective but lacks regulatory specificity necessary for the Department to implement section 81011. To fill this regulatory gap, the Department recommends that counties adhere to the following guidelines until regulations are adopted.

Please note that these guidelines are not legally binding and place no legal obligation on counties or established agricultural research institutions to request or provide information. Though these guidelines may in part reflect FAC section 81011's requirement to provide GPS coordinates, these guidelines do not expand or add to legally binding requirements contained in section 81011.

### **II. Recommended Guidelines**

Agricultural commissioners should request that established agricultural research institutions, at minimum, provide the following information:

1. Name of the institution that is cultivating, including the name and contact information for the primary point of contact;
2. GPS coordinates, in decimal degrees up to six decimals, of all sites used for cultivating industrial hemp (coordinates should be from the approximate center of growing area);
3. Names of all individuals involved with the cultivation activities as members of, or on behalf of, the institution, and the nature of their relationships with the institution; and



## Relevant California Law

### California Health and Safety Code (HSC):

**HSC § 11018.5(a).** “Industrial hemp” means a crop that is limited to types of the plant *Cannabis sativa L.* having no more than three-tenths of 1 percent tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.

### California Food and Agricultural Code (FAC):

**FAC § 81000(c).** “Established agricultural research institution” means any institution that is either:

- (1) A public or private institution or organization that maintains land or facilities for agricultural research, including colleges, universities, agricultural research centers, and conservation research centers; or
- (2) An institution of higher education (as defined in Section 1001 of the Higher Education Act of 1965 (20 U.S.C. 1001)) that grows, cultivates or manufactures industrial hemp for purposes of research conducted under an agricultural pilot program or other agricultural or academic research.

**FAC § 81011.** Before cultivating industrial hemp, an established agricultural research institution shall provide the Global Positioning System coordinates of the planned cultivation site to the commissioner of the county in which the site is located.

Industrial Hemp Advisory Board (IHAB) Meeting  
California Department of Food and Agriculture (CDFA)

1220 N Street, Auditorium  
Sacramento, CA 95814

**Thursday, October 19, 2017**  
9:00 AM -- 1:00 PM

Board Members

Van Butsic  
Eric Carlson  
Rick Gurrola  
Allison Justice  
Matt McClain  
Valerie Mellano  
Tom Pires  
David Robinson (absent)  
John Roulac  
Lawrence Serbin  
Richard Soria

CDFA & Guests

G.V. Ayers  
George Bianchini  
Chris Boucher  
Alex Brant-Zawadzki  
Matt Butterworth  
Kevin Carmichael  
Josh Chase  
Jeff Chedester  
Don Chesney  
Jan Corlett  
Cory D. Jackson  
Crystal D'Souza  
Manny Dias  
Walter Dombrowski  
Justin Eve  
Victor Francovich  
Daniel Garcez  
Rachel Garewal  
Robert Garren  
Tim Gibson  
Zander Gladish  
Einen Grandi  
Natalie Krout-Greenberg  
Marue Guizar  
Tyler Hoff  
David Hopkins  
Michael Jensen  
Kevin Johnson  
Joshua Kress  
Brenda Lanini  
Kristy Levings  
Joe Livaich  
Mike McCoume  
Kevin Moats  
Amber Morris  
Greg Muller  
Kevin Novell  
Richard Parrott  
La Vonne Peck  
Tim Pelican  
Carl Pfeiffer  
Heather Podoll  
Wayne Richman  
Jane Roberti  
Rick Roberti  
Weston Roberti  
Taylor Roschen  
Melissa Sanchez  
Robin Sanchez  
Duane Schnabel  
Dodee Schmitt  
Niki Vandenburg  
Jere Visalli  
Cathy Vue  
Kristina Weber  
Marie Ziegel

**1. Roll Call and Opening Remarks**

Meeting called to order at 9:07 AM by Eric Carlson, Board Chair. Board members and staff provided self-introductions.

Draft minutes from the June 29, 2017 Board Meeting were presented to the Board. No changes were suggested. This item was left off of the public notice, therefore no motion was made. The minutes will be presented to the Board again for approval at the next meeting. In the interim, the draft minutes will be posted to the Program's website pending approval.

**2. Reminder on Forms and Information for Members**

Joshua Kress provided the Board with a brief reminder on required forms and information, including Form 700, annual Ethics Training, and travel expense claims. Kress also reminded the Board that discussions or actions by Board Members regarding Board business must be conducted during a publicly accessible meeting in accordance with the Bagley-Keene Open Meeting Act, and noted that Board Members could contact Program staff with any questions regarding the laws and regulations that govern Board actions.

There were no motions or public comments regarding this item.

**3. Cultivation by Established Agricultural Research Institutions**

Carlson and Kress reported that a meeting between CDFA and the University of California, Office of the President (UCOP) had been scheduled since the previous meeting, but was postponed and would be rescheduled. The document requested by the Board at the previous meeting, outlining the legal status for industrial hemp research by established agricultural research institutions, was developed and was under review by the Department.

Kress reminded the Board that established agricultural research institutions were exempt from most requirements for industrial hemp cultivation under California law, and that such institutions were not required to notify the state and/or county prior to cultivation. Kress noted that since the prior meeting a county sheriff had abated one planting where a grower claimed to be eligible for the exemption and the county enforcement agencies did not feel the grower provided sufficient evidence that the planting was being grown by an established agricultural research institution.

To help provide clarity and consistency in enforcement, Kress suggested CDFA promulgate regulations to assist with these interactions, especially those defined in California Food and Agricultural Code (FAC) Section 81000(c)(1). Kress proposed outlining what documentation CDFA and the commissioner could or should ask for when notified of or discovering an industrial hemp planting, allowing the commissioner to provide written confirmation of exemption to an institution, and clarifying that if the exempt status cannot be confirmed then registration is required.

Rick Gurrola agreed that regulations were necessary to help ensure uniform and consistent enforcement.

Kress clarified that the regulations could not further restrict the definition of who qualified as an established agricultural research institution, but that growers could be asked to provide written documentation confirming that a planting was being grown by such an institution, and that regulations could help clarify the process for requesting and providing such documentation.

Valerie Mellano asked if research activities were required to take place on land owned or leased by the institution. Kress replied that the law exempted the institution performing the cultivation, but did not specify where the crop was to be grown.

Gurrola added that it was important to have regulations in place to help ensure uniform application of the law, and added that he and other commissioners were working closely with their county counsels to apply the law as fairly and consistently as possible.

The Board further discussed the state and federal definitions of established agricultural research institutions, how such institutions are regulated in other states, and the purpose of the Board-requested document mentioned previously.

Board Motion #1: Rick Gurrola moved to recommend that CDFA promulgate regulations that provide for the county agricultural commissioner to request written documentation regarding proposed or established plantings of industrial hemp by established agricultural research institutions to confirm the institution's status as exempt from registration, including providing a letter to the institution regarding its exempt status upon confirmation, and that CDFA develop a sample memorandum of understanding that could be used by institutions and growers that collaborate on such plantings. Richard Soria seconded.

The Board voted on Motion #1 as follows:

Yes:	Van Butsic, Eric Carlson, Rick Gurrola, Allison Justice, Matt McClain, Valerie Mellano, Tom Pires, John Roulac, Lawrence Serbin, Richard Soria
No:	None
Absent:	David Robinson

Motion carried.

George Bianchini stated that the previously mentioned abated planting was performed by his organization and expressed his concerns with the situation.

G.V. Ayers of Gentle Rivers Consulting expressed his concern that CDFA proposing regulations regarding established agricultural research institutions could unintentionally cause delays for counties that would otherwise allow for cultivation by such institutions in order to wait and ensure compliance with a proposed rule.

Alex Brant-Zawadzki commented that opposition to industrial hemp due to the inability to distinguish the difference between hemp and cannabis was based on inaccurate information.

Christopher Boucher, President of Farmtiva, requested guidance on how farmers can move raw products through border checks and what paperwork or protocol was required, and asked about the timeline for registration with the county agricultural commissioner.

Wayne Richman, Executive Director of the California Hemp Association, presented the Board with a letter from the California State Sheriffs' Association, dated March 21, 2013, supporting Senate Bill 566 (attachment).

#### **4. Brief Overview of the Rulemaking Process**

Kress provided the Board with a Regular Rulemaking Flowchart (attachment) prepared by the Office of Administrative Law (OAL), and briefly reviewed the rulemaking process under the California Administrative Procedures Act.

For further information, Kress recommend reviewing publications on rulemaking published by the OAL ([www.oal.ca.gov](http://www.oal.ca.gov)), such as the Guide to Public Participation in the Regulatory Process.

Kress noted that CDFA would continue to work with the Board on recommendations for development of regulations, and that CDFA would also seek additional information on the scope and impact of requested changes from the Board to help with the development of supporting documentation for any rulemaking. Kress also noted that Board or working group meetings to further discuss proposed regulations in more detail could be scheduled when necessary.

Carlson asked G.V. Ayers to briefly comment on a request from the industry for emergency regulations. Ayers reported that International Hemp Solutions developed a proposal for legislation to provide CDFA with authority for emergency regulations regarding industrial hemp registration fees. The proposal was presented to committees and members of both houses of the legislature with the intent of adding the language through an amendment of an existing bill or including it in a trailer bill. There was an agreement to include the proposal in Assembly Bill 64; however AB 64 was held in the Senate Appropriations Committee. In the end, no legislative home was found for the proposal during the 2017 legislative session.

There were no motions regarding this item.

##### **5. Review of Program Budget**

Kress presented an update on the Program's budget (attachment). The total Department-approved budget for Fiscal Year 2017/18 was \$36,656, and included staffing of 10% of one Senior Environment Scientist (Carl Pfeiffer) and 15% of one Associate Governmental Program Analyst (Cathy Vue). However, the workload for program staff had been significantly higher thus far in order to perform the work requested by the Board, including development of regulations, public outreach, response to public inquiries, and development of a registration system.

In order to better perform the work requested, and to lessen the impact on existing programs, CDFA proposed to the Board to increase the budget to replace the part-time work of Pfeiffer and Vue with one Senior Environmental Scientist to work on the Industrial Hemp Program full-time, with some support and supervision from Vue and Kress, respectively. Kress noted that any time spent by staff on the Industrial Hemp Program and the Board was charged to the Program, and that increased staffing would also result in increased debt to be paid back once fee collection began.

Tom Pires asked about the source of funds for the Industrial Hemp Program. Kress responded that the program was considered to be "continuously appropriated", and that in such programs fees collected are placed into a reserve, and then expenditures are paid out of that reserve. As this program had not yet collected any fees, the program was borrowing funds against existing reserves of other continuously appropriated programs, which would be paid back once the program began collecting registration fees. No General Funds, loans, or other appropriations had been made for this program by the legislature.

Carlson noted that, unlike California, the state of North Carolina had required the private sector to raise \$200,000 in order to establish the state's program. Carlson recommended approving the request for additional funds to hire a full-time staff member for the Program.

John Roulac noted that increases in debt now would lead to increases in fees later, and that increases in fees would lead to less farmers wanting to participate, and that lower participation would lead to less revenue generated, and so on. Roulac suggested hiring of a half-time employee rather than a full-time one.

Kress noted that based on the workload thus far, he estimated that CDFA would exceed the existing budget for FY 2017/18, even without hiring additional staff.

The Board further discussed Program staffing, possible timelines for paying off incurred debt, and how that might affect the fee structure.

Board Motion #2: Matt McClain moved to recommend to the Secretary an increase in the program budget for Fiscal Year 2017/18 from \$36,656 to \$170,983, as presented, in order for the program to hire one additional full time Senior Environmental Scientist (Specialist) using an existing position to work exclusively on industrial hemp cultivation. Van Butsic seconded.

Bianchini commented that Proposition 64 included a \$30,000,000 loan to fund state activities, and that the proposition included industrial hemp. Bianchini recommended that the Board contact the Bureau of Cannabis Control to seek funding from that loan for the Program.

Duane Schnabel noted that regardless of the source of the funds, whether continuously appropriated or from the General Fund (as with the Prop 64 funds), the Program would be funded through a loan, and that the method of repayment would be the same in either.

Justin Eve agreed with Bianchini's comment to seek Prop 64 funds, and asked if the industry could work with the Department on raising private capital to provide start-up funding for the Program. Schnabel responded that the state was prohibited from accepting funds that are not appropriated by the legislature.

Brant-Zawadzki asked if interested parties could donate their time to assist the Department in the development of the Program. Schnabel responded that the Department did occasionally hire volunteers, but that they were still required to go through the civil service hiring process. Kress added that the individuals who were already working in the industry would likely not be eligible due to conflicts of interest.

Richman noted that the California Hemp Association had established the California Hemp Foundation to assist with funding at the University of California and elsewhere.

Carlson suggested that the motion be held until after discussion of the following agenda item. McClain agreed to table the motion.

#### **6. Proposal of Fee Structure for Registration**

Kress reminded the Board that a registration fee had to be set in regulation in accordance with the Administration Procedures Act, and noted that upon recommendation from the Board, the program would develop a rulemaking package to propose regulations. Kress noted that California law provided registration for growers for commercial cultivation and seed breeders, the registration application was to be accompanied by registration fee (or renewal fee), and such registration was valid for two years. California Food and Agricultural Code (FAC) Section 81005 required CDFA to establish a registration fee and renewal fee, which would then be administered by the county agricultural commissioner.

As discuss in the previous meeting, the cost of administering this program would likely vary greatly from county to county. Multiple existing agricultural programs allow the county boards of supervisors to set county fees in order to ensure that each county can recover its costs.

CDFA proposed a fee structure consisting of a minimum registration fee of \$1,000, with a provision to allow each county to set the fee at a higher rate in order to recover its costs. Regardless of a county's total registration fee, the county would redirect \$1,000 per applicant to CDFA. Kress estimated that a fee of \$1,000 per registrant would be sufficient to cover the Program's costs. The county would notify the Program of any fee structure that is established by the board of supervisors, which would be distributed and posted online for the public.

Gurrola noted that he supported the recommendation, citing phytosanitary certification as a program where costs vary greatly from county to county. Gurrola asked about the county retaining the administrative cost of the program. Kress responded that the intent would be for the county to consider the administrative costs and any other costs in the establishment of a registration fee.

Serbin asked if the fee would be paid to the county or to CDFA directly. Kress responded that FAC § 81005 required that the county collect the fee and redirect the funds to CDFA.

Serbin asked if the \$1,000 fee would be per registrant, regardless of acreage. Kress responded that CDFA's costs for administration and oversight of the Program should be similar for each registrant, regardless of the size of the planting, while noting that the county could set its fee based on acreage in order to adequately recover its costs.

Kress added that the Board could adjust or further specify the fee structure at some point in the future. As an example, Kress noted that the law mentioned an assessment but did not specify a collection of an assessment on the sale of hemp seeds or products. Such an assessment on a specific product could be established by the Board at a later date. In the meantime, CDFA recommended moving forward with the proposed fee structure as a starting point to begin registration and cultivation by growers.

Pires expressed concern with charging the same registration fee for a farmer who has ten acres and for a farmer who has one thousand acres. Kress responded that while the minimum fee would be the same for all growers, an individual county could set an additional fee based on acreage, depending on that county's costs.

McClain asked if there would be an application fee in addition to the registration fee, the reason for biannual registration, and if CDFA had data on how many farmers would likely register.

Kress responded that the law only provided for a registration fee and a renewal fee, and that it required renewal of registration every two years, and noted that CDFA did not have discretion to adjust these terms. CDFA did not have data on how many farmers would likely register, but Kress noted McClain's estimate from the prior meeting as between 250-300 applicants.

Allison Justice asked for examples of what other plant industries were paying for similar programs. Kress noted the wide variety of fee structures for programs throughout CDFA. Kress provided examples of the existing fees for the License to Sell Nursery Stock and Authorization to Sell Seeds, and noted that an annual application fee of \$500 was not outside of the typical fees for a program. Pfeiffer added that the proposed fee was similar to the application fees for industrial hemp programs in other states, such as Colorado. Schnabel added examples of fees and assessments for the Cotton Pest Control Board, Beet Curly Top Virus Control Program, and phytosanitary certificates, noting that the fees for each took quite different approaches in recovering costs.

Carlson noted that the fee structure in Colorado was a \$500 annual registration fee, plus a \$500 acreage fee, plus a testing fee. Carlson commented that \$1,000 seemed like a high fee, but that it was in line with the fees in Colorado and Nevada, and that it would be incumbent on the private sector to lobby at the county level to help keep acreage fees low.

Board Motion #3: Richard Soria moved to recommend that CDFA promulgate regulations to establish a registration and renewal fee of not less than \$1,000 per applicant to be collected by the

county agricultural commissioner, that the county board of supervisors may set a fee greater than \$1,000 during a regular meeting and adopt it pursuant to county rules, that \$1,000 per applicant would be forwarded by the commissioner to CDFA, and that CDFA would publish a list of all fees by county and notify the public of changes via the e-mail listserv. Matt McClain seconded.

Carlson asked if a schedule could be set to review the fee. Kress responded that the Board could set a schedule to review the fee structure annually and could propose a revision at any time.

Heather Podoll of Fiber Shed recommended that the Board to take a look at the fee structure with regards to small farmers, and to consider the variance on returns for growers who produce for fiber versus cannabinoids.

John Roulac asked if other states have a tiered fee system, and if the Board could consider a tiered structure to better support smaller farmers.

Kress noted that the fee structure was very different for each state. As an example, Kentucky had a \$50 application fee, but the actual registration fee was significantly higher and included a complicated fee structure. Kress was not aware of any states that set fees based on the type of production.

Carlson noted it would be within the interest of the Board to make the Program inclusive for small farmers yet responsible for everyone wanting to participate. He noted that the Board would have the flexibility to change the structure in the future as more information is available.

Roulac suggested a \$500 for famers with less than a set number of acres (i.e., less than 25 acres).

The Board further discussed what the threshold would be for a small farmer, and how to set a fair fee for all participants.

Carlson noted that while providing for the inclusion of small farmers was important, the state's and county's costs for administration and enforcement of the Program for those farmers had to be taken into consideration as well.

Gurrola noted that counties would need to determine and recover costs, but that counties could also consider reducing or exempting small growers from fees at a local level. Gurrola added that counties were already doing that for other programs, such as local certified producers for farmers' markets.

Richman recommended that fees be set to encourage cultivation by small family farmers rather than by large agricultural corporations.

Matt Butterworth expressed agreement with Gurrola's comments, and suggested that counties consider the type of production (i.e., fiber vs. cannabinoid) when considering setting fees.

Pires recommended consideration of setting fees based on the value of the product.

Robert Garren expressed his concern with discrepancies between state and federal law regarding industrial hemp.

Mellano recommended moving forward with a proposed fee, and then revisiting the fee structure and determining how to limit impacts on small growers once more information about cultivation in California is available. Carlson agreed with Mellano's recommendation.

Ayers commented that setting lower fees for some growers that could result in large workloads for the state or county could significantly impact the Program's budget and ability to perform necessary work.

Soria recommended to move forward with the motion under consideration regarding establishment of a registration fee structure as-is, and to review the fee for possible revision at a future meeting once more information is available.

The Board voted on Motion #3 as follows:

Yes:	Van Butsic, Eric Carlson, Rick Gurrola, Allison Justice, Matt McClain, Valerie Mellano, Tom Pires, John Roulac, Lawrence Serbin, Richard Soria
No:	None
Absent:	David Robinson

Motion carried.

The Board reopened Motion #2 for discussion and vote, and briefly reviewed the proposal.

The Board voted on Motion #2 as follows:

Yes:	Van Butsic, Eric Carlson, Rick Gurrola, Allison Justice, Matt McClain, Valerie Mellano, Tom Pires, John Roulac, Lawrence Serbin, Richard Soria
No:	None
Absent:	David Robinson

Motion carried.

#### **7. Registered Laboratory Testing**

Carlson noted the significant industry-wide concern regarding THC testing due to the statutory 0.3% THC level in both state and federal law. Carlson also expressed concern with who held responsibility for sampling and testing of crops, and the significant economic impact that could result from inconsistent sampling or testing procedures.

Kress reminded the Board that FAC § 81006 required the growers to collect and submit samples for THC testing to a laboratory registered with the Federal Drug Enforcement Administration (DEA). A laboratory may obtain DEA registration in order to accept samples for testing from other DEA permit or license holders, but such registration is not utilized for general commercial testing and the list of laboratories that are registered under the DEA is not publically available. CDFA was aware of one laboratory that was registered with the DEA and also processed commercial cannabis samples separately, but CDFA was concerned about possible limited access to registered laboratories.

Soria related that he had contacted the DEA to get more information about THC testing of industrial hemp by registered labs, and was directed to contact CDFA and the commissioner for more information.

Kress noted that use of a DEA laboratory was a California statutory requirement, and that CDFA did not have discretion to make changes to that requirement. Kress added that in other states it was generally regulatory agencies that collected and processed samples, but that California law placed this requirement on the grower. The law also specified what a sample was, but did not specify a sampling rate or protocol for a given field. CDFA requested guidance from the Board on setting a sampling protocol to help ensure consistency in collection and testing.

Carlson noted that he was aware of one laboratory with DEA registration located in San Francisco, and questioned how farmers in Imperial County could transport samples to San Francisco within 24 hours to ensure accuracy in the test result. Carlson also recommended that industrial hemp samples not be tested at laboratories that processed cannabis samples due to the risk of cross contamination between samples.

Carlson also noted that most protocols required samples to be taken from the top one-third of the plant, and that some in the industry recommended using the entire plant as a sample in order to provide a complete picture of the cannabinoid content in the plant.

Roulac commented that a regulatory environment that makes compliance difficult for farmers or processors would cause severe harm to the industry.

Carlson noted that Canada exempted approved cultivars from testing requirements for fiber and grain production, and suggested that plantings using certified seed should be exempted from the THC testing requirement in California.

Kress noted that California law provided authority for the Board to limit cultivation to approved cultivars, but that it did not provide authority for an exemption from testing.

Roulac asked if the legislature was likely to look to make adjustments to bring the law more in line with the regulatory systems in Canada and other states regarding testing.

Carlson responded that members of the industry had been working to raise awareness among members of the legislature about hemp and the needs for legislation, and noted that it would take continued lobbying efforts to make the changes necessary for the industry.

Kress clarified that this lobbying effort would be undertaken by the industry and industry associations, and that CDFA and the Board did not engage in lobbying.

Serbin noted that established agricultural research institutions were exempt from the testing requirements, and asked if a commercial grower could partner with a university and thus have their entire planting be exempt from testing.

Kress responded that this question was one of the main reasons that CDFA was seeking clarity on what is an established agricultural research institution and who would qualify for the exemption.

McClain asked about the number of DEA-registered laboratories available to perform the required testing. Kress responded that the number was unknown since there was no public list available.

McClain asked if growers were prohibited from shipping samples out of state for testing. Kress responded that California law did not prohibit that activity, but that interstate shipping

requirements would fall under federal law, and that the DEA would need to be contacted to determine whether or not samples could be shipped interstate and under what conditions.

Carlson commented that he did not want to see California growers be required to obtain DEA approval just to ship samples interstate.

Carlson asked if the Board had authority to create sampling and testing protocols. Kress responded that the Board likely had the authority to establish sampling protocols in order to further specify the testing requirements found in the law, but that the Program would seek further clarification if the Board chose to move forward with such a recommendation.

Carlson asked whether the county inspector or the grower would collect the sample, and what that sample would be. Gurrola responded that for most crops, sampling protocols were set by the state in order to ensure uniformity. Mellano added that more research was necessary in order to get a repeatable and appropriate sample.

Kress reminded the Board that the law did provide a description of a sample, and noted that legislation may be required to allow use of a sampling protocol based on current research.

Carlson recommended that California and the Board set the precedent of defining a sample as coming from the entire plant rather than just the top one-third.

Roulac recommended following Canada's model for regulatory framework due to the success of their industry.

The Board further discussed Canada's hemp industry, use of approved cultivars, hemp variety research, and consideration of industrial hemp as an agronomic crop.

Carlson stated that he felt there was not enough information available yet to make a motion regarding setting a sampling or testing protocol. Van Butsic concurred, and asked if the Program could fund research to on this topic.

Kress noted that the Program might be able to fund research when funding was available, but that the Program would have to confirm this before pursuing. Kress added that some private funds for research had already been set up by the industry and may be available for this work.

Brant-Zawadzki recommended contacting George Weiblen at the University of Minnesota as a resource on this topic.

Bianchini recommended that the Board hold a workshop with members of the industry on this topic, noted that moisture content could greatly affect results, recommended that testing only be done using gas chromatography, and recommended that samples only be taken by regulatory officials.

Chris Boucher recommended pursuing a legislative change regarding the testing requirements.

David Hopkins of Fresno State University commented on the importance of chain of custody for samples.

Eve commented that he did not think it was necessary to process samples within 24 hours, as had been suggested by Carlson, agreed that the use of only approved cultivars was necessary, and recommended using the program in Nevada as an example for California.

Brant-Zawadzki recommended coordination between testing facilities and processing plants in order to help ensure that services were available to growers throughout the state.

Richman commented on the importance of the use of approved cultivars, and commented that existing laboratories would likely move quickly to fill the need for DEA registration once the demand was there.

Lane Yeako of O-biotics commented that cross contamination should not occur in an ISO/IEC 17025 accredited laboratory, noted that he had made contacts to identify existing DEA-registered laboratories in California, and noted that regulations had already been proposed for sampling and testing protocols for medical and adult-use cannabis that could be used as an example for industrial hemp.

Carlson reiterated his opinion that industrial hemp samples should not be processed at a laboratory that processes medical and adult-use cannabis samples.

Justice asked if any additional testing was required for industrial hemp besides THC content. Kress responded that California law only required THC testing, and that the Board could consider requirements for other testing in the future at its discretion.

There were no motions regarding this item.

#### **8. Brief Update on Federal Status for Industrial Hemp**

Carlson noted that the Patrick Goggin had intended to provide an update to the Board but was not able to attend the meeting.

Kress noted that Goggin had asked that the Board be presented with a copy of the proposed federal Industrial Hemp Farming Act of 2017 (H.R. 3530) (attachment). Goggin had expected changes to the Act either through changes to this bill or through proposal of a corresponding bill in the U.S. Senate.

Roulac expressed his concern regarding a clause in the Act that he said gave the right to DEA agents to enter a hemp facility, unannounced and at any time. Roulac recommended that the Board discuss that clause and how it could impact existing businesses.

Serbin commented that the Hemp Industries Association (HIA) shared Roulac's concern and was working to remove the clause from the legislation.

Richman presented the Board with a Presidential Executive Order dated April 25, 2017 regarding plant fiber and food products (attachment).

There were no motions regarding this item.

#### **9. Importation of Certified Seeds**

Kress presented a list of cultivars (attachment) prepared by Alex Mkandawire of the California Crop Improvement Association (CCIA) that he determined could meet the statutory requirements

for approved cultivars. Mkandawire had confirmed that a few of these varieties were being grown and producing certified seed in other states.

Kress noted that seeds could only be imported under a DEA permit or shipped under programs that were authorized by federal law. CDFA had concerns that the registration of commercial growers, as described by the California law, did not mirror the federal law, and thus registered California growers could be prohibited or subject to federal law enforcement when trying to import certified seed from other states. Kress added that institutions of higher education should be able to receive material shipped from those states, as well as apply for and obtain a federal permit for the importation of seeds, in accordance with both state and federal law.

McClain noted that a significant gray area was established agriculture research institutions who did not qualify as institutions of higher education under federal law. Such institutions could cultivate industrial hemp under state law without registration, but would not be compliant with federal law and thus may or may not be able to import seeds.

Carlson commented on his experiences with importing seeds under permit from the DEA.

Bianchini commented that the state of Nevada allowed the movement of seed into the industrial hemp program from unknown sources for a period of six weeks due to the lack of available certified seed in the state.

Richman noted that the DEA permit requires that the receiver to have a seed vault to securely hold the seed. Mellano noted that her team was able to meet this requirement by installing a safe at a building on campus that was large enough to hold the quantity of seed being imported.

An unidentified member of the public asked where growers would obtain seed if sufficient quantities of certified seed was not available for purchase when registration became available.

Kevin Johnson asked about receiving certified seeds from other states. Kress responded that California law allowed planting of seeds certified in other states, but that the interstate movement of seed was restricted under federal law.

There were no motions regarding this item.

#### **10. Suggestions for Additional Regulatory Concepts for Production and Enforcement**

Kress noted that there were two items in the law CDFA would be seeking advice from the Board to clarify in order to ensure uniformity: a definition of “densely planted”, and determining what would constitute adequate signage. Kress recommended including more substantial discussion on those items during a future meeting, and asked the Board what other items in the law may need clarity and additional discussion moving forward.

Serbin asked if the cultivation of hemp for CBD production would be regulated as part of this program or if it would fall under the CalCannabis Cultivation Licensing Program. Kress responded that any planting that tested below 0.3% THC would be considered industrial hemp, but that CDFA would seek guidance from the board on whether this planting would meet the requirements as defined in FAC § 81006.

Carlson noted two options to address this issue: either remove the requirement for densely planted through legislation, or to define densely planted through regulation in a way that would allow for

cannabinoid production. Either way, Carlson commented that clarification of that definition was necessary to ensure consistent enforcement.

Kress noted that CDFA and the Department of Public Health shared concerns about how to handle industrial hemp after it has been processed. If the THC levels of a product rise during processing, it was unclear as to what actions could or should be taken.

There were no motions or public comments regarding this item.

## **11. Other State and Local Restrictions Affecting Growers**

Kress noted that there was one ordinance put into place in San Joaquin County (attachment). Kress noted that the Program would update the Board as it became aware of any additional restrictions regarding industrial hemp, and suggested that anyone aware of state or local restrictions regarding industrial hemp notify the Program so that the information could be distributed.

Kress also presented an article from the Western Plant Diagnostic Network regarding a find of crown rot of industrial hemp found in Nevada (attachment). Kress noted that there were currently no requirements regarding pests or pathogens for industrial hemp, but that the Program would continue to update the Board as any information became available.

Soria asked about what pesticides were available for use on industrial hemp. Gurrola responded that the county agricultural commissioner did not have authority to create a list of pesticides for use on cannabis or hemp. He noted that a list of general pesticides that may be used had been published by the Department of Pesticide Regulation, but that the use of any pesticide on cannabis or hemp that was not registered for use on those plants was illegal under state law.

There were no motions regarding this item.

## **12. Public Comments**

Richman suggested that Program staff visit additional states to learn more about their industrial hemp programs.

Kristy Levings with the CDFA CalCannabis Cultivation Licensing Program provided some brief information on activities ongoing at CalCannabis.

La Vonne Peck of Native Network Consulting requested that the Board consider tribal representation as ex officio membership on the Board in the future.

Kevin Moats of Harvest-Tek invited the Board to tour their lab in Nevada, and expressed concerns with prior issues related to imported seeds.

David Hopkins noted that crown root was often caused by stagnant water, flood irrigation, or depth of planting issues, which was likely the problem in the Nevada planting mentioned earlier. Hopkins also noted that the THC content in the plant would be lowest at around 6:00am due to sugar accumulation, and that conversely THC content would be highest at around 5:00pm.

## **13. Next Meeting/Agenda Items**

Carlson recommended holding the next meeting in mid-January 2018. A doodle poll will be sent out prior to the meeting to confirm the date.

Possible agenda items discussed included testing protocols, availability of seeds, and how growers can plant seeds.

**14. Adjournment**

Meeting adjourned by Carlson at 1:32 PM

Respectfully submitted by:

Cathy Vue  
Associate Governmental Program Analyst  
CDFA Nursery, Seed and Cotton Program

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*General Counsel*



*Organization Founded by the Sheriffs in 1894*

## California State Sheriffs' Association

March 21, 2013

The Honorable Cathleen Galgiani  
 Chair, Senate Agriculture Committee  
 1020 N Street, Room 583  
 Sacramento, CA 95814

### **Subject: Senate Bill 566 (Leno) CSSA – Support**

Dear Senator Galgiani:

On behalf of the California State Sheriffs' Association (CSSA), we are pleased to support SB 566, which would revise the definition of "marijuana" so the term would exclude industrial hemp, and enact specified procedures and requirements relating to growing industrial hemp and those who cultivate industrial hemp. This proposal would further require the Attorney General and the Hemp Industries Association to submit reports to the Legislature regarding the economic and law enforcement impacts of industrial hemp cultivation. Finally, unlike previous versions of this bill, this measure will only go into effect if industrial hemp is authorized under federal law.

The market for industrial hemp as an agricultural and industrial crop is growing rapidly. Farmers, policy makers and manufacturers agree this proposal will ensure the cultivation of industrial hemp by a licensed grower and transporter is rigorously regulated. The narrow definition of industrial hemp will also allow local law enforcement to concentrate on marijuana eradication efforts while allowing for lawful cultivation of industrial hemp, without creating a conflict with federal law.

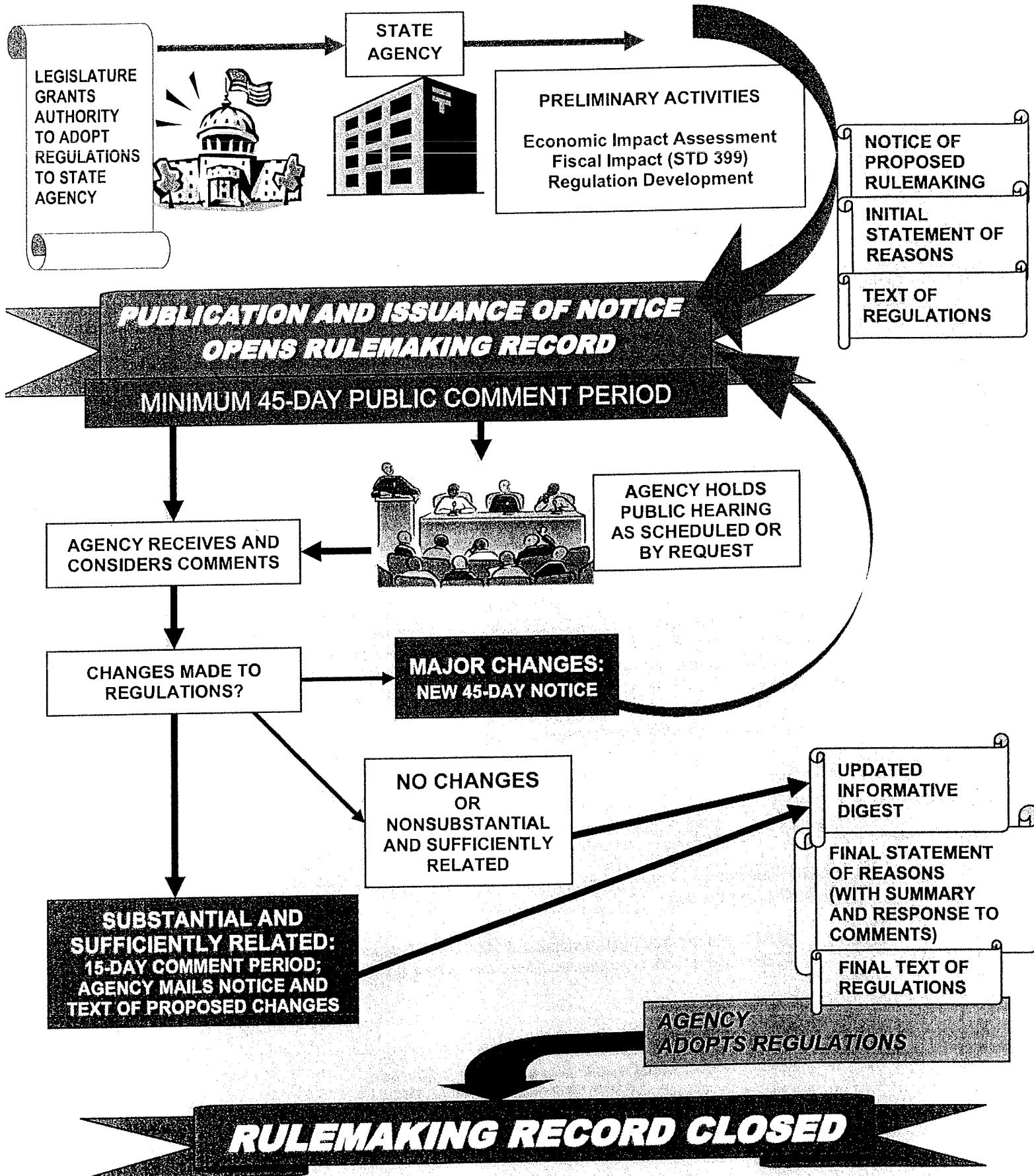
For these reasons, we are pleased to support SB 566.

Sincerely,

**Aaron R. Maguire**  
 Legislative Representative

**Cc:** The Honorable Mark Leno, Member, California State Senate  
 The Honorable Anthony Cannella, Vice-Chair, Senate Agriculture Committee

# REGULAR RULEMAKING



# Industrial Hemp Program 2017/18 Budget Summary

	Current Approved Budget	Proposed Changes	Total Proposed Budget
Salary & Benefits	25,206	134,327	159,533
<b>TOTAL PERSONAL SERVICES</b>	<b>25,206</b>	<b>134,327</b>	<b>159,533</b>
General Expenses	100	0	100
Printing	600	0	600
Communications	100	0	100
Postage	250	0	250
Insurance-Vehicles	75	0	75
Travel In-State	3,325	0	3,325
Travel Out-of-State	2,000	0	2,000
Training	0	0	0
Facilities	800	0	800
Utilities	0	0	0
Cons & Prof	500	0	500
Atty General Charges	1,000	0	1,000
Intradepatl Charges (includes Division Costs, Executive/Administration, IT)	0	0	0
Pro Rata	0	0	0
IT Purchases	0	0	0
Equipment	100	0	100
Field Expenses/Agri & Lab Supplies	100	0	100
Vehicle Operations	2,500	0	2,500
Other Misc. Charges	0	0	0
<b>TOTAL OPER EXP/EQUIP</b>	<b>11,450</b>	<b>0</b>	<b>11,450</b>
Reimbursement 224c - Admin	0	0	0
<b>TOTAL COST RECOVERIES</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL BUDGET w Personnel &amp; Benefits</b>	<b>36,656</b>	<b>134,327</b>	<b>170,983</b>

115TH CONGRESS  
1ST SESSION

# H. R. 3530

To amend the Controlled Substances Act to exclude industrial hemp from the definition of marihuana, and for other purposes.

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## IN THE HOUSE OF REPRESENTATIVES

JULY 28, 2017

Mr. COMER (for himself, Mr. GOODLATTE, Mr. POLIS, Mr. MASSIE, Mr. GRIFTH, Mr. YOUNG of Alaska, Mr. CRAMER, Mr. BLUMENAUER, Mr. PETERSON, Mr. COHEN, Ms. BONAMICI, Ms. GABBARD, Mr. DEFazio, Mr. SCHRADER, Mr. PERLMUTTER, and Mr. BARR) introduced the following bill; which was referred to the Committee on Energy and Commerce, and in addition to the Committee on the Judiciary, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

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## A BILL

To amend the Controlled Substances Act to exclude industrial hemp from the definition of marihuana, and for other purposes.

1       *Be it enacted by the Senate and House of Representa-  
2       tives of the United States of America in Congress assembled,*

3       **SECTION 1. SHORT TITLE.**

4       This Act may be cited as the "Industrial Hemp  
5       Farming Act of 2017".

## 1 SEC. 2. FINDING.

2 The Congress finds that industrial hemp is a non-  
3 narcotic agricultural commodity that is used in tens of  
4 thousands of legal and legitimate products.

5 SEC. 3. EXCLUSION OF INDUSTRIAL HEMP FROM DEFINITION  
6 TION OF MARIHUANA.

7 Section 102 of the Controlled Substances Act (21  
8 U.S.C. 802) is amended—

9 (1) in paragraph (16)—

10 (A) by striking "(16) The" and inserting  
11 "(16)(A) The"; and

12 (B) by adding at the end the following:

13               “(B) The term ‘marihuana’ does not include in-  
14               dustrial hemp or research hemp.”; and

15 (2) by adding at the end the following:

16           “(57) The term ‘industrial hemp’ means the  
17        plant *Cannabis sativa L.* and any part or derivative  
18        of such plant (including viable seeds), whether grow-  
19        ing or not—

23                   “(B) the production, storage, distribution,  
24                   or use of which is lawful under the law of the  
25                   State or of the tribe having jurisdiction over the  
26                   area of Indian country (as defined in section

1 1151 of title 18, United States Code) such con-  
2 duct occurs; and

3 " (C) with regard to the production, stor-  
4 age, distribution, or use of which the State in  
5 which such conduct occurs or the tribe having  
6 jurisdiction over the area of Indian country (as  
7 defined in section 1151 of title 18, United  
8 States Code) in which such conduct occurs sub-  
9 mits to the Attorney General, upon the Attor-  
10 ney General's request—

11 " (i) the name of the person;

12 " (ii) the period of time for which such  
13 conduct is authorized; and

14 " (iii) information pertaining to each  
15 location, including the specific latitude and  
16 longitude, where the conduct is authorized  
17 to occur.

18 The term does not include any such plant, or  
19 part or derivative thereof, that has been altered  
20 so as to increase the delta-9  
21 tetrahydrocannabinol concentration above the  
22 limits specified in subparagraph (A).

23 " (58) The term 'research hemp' means the  
24 plant *Cannabis sativa L.* and any part or derivative  
25 of such plant (including viable seeds), whether grow-

1       ing or not, that would be industrial hemp except  
2       that such, plant, part, or derivative has a delta-9  
3       tetrahydrocannabinol concentration of more than 0.3  
4       percent on a dry weight basis but less than 0.6 per-  
5       cent on a dry weight basis, and that—

6               “(A) is used in scientific, medical or indus-  
7       trial research conducted by an institution of  
8       higher education (as defined in section 101 of  
9       the Higher Education Act of 1965 (20 U.S.C.  
10      1001)) or a State department of agriculture;  
11      and

12               “(B) may not be introduced into com-  
13      merce.”.

14 **SEC. 4. ADMINISTRATIVE INSPECTIONS.**

15       Section 510 of the Controlled Substances Act (21  
16      U.S.C. 880) is amended—

17               (1) in subsection (a)—

18               (A) in paragraph (1), by striking “and” at  
19      the end;

20               (B) in paragraph (2), by striking the pe-  
21      riod at the end and inserting “; and”; and

22               (C) by inserting after paragraph (2) the  
23      following:

24               “(3) places where industrial hemp or research  
25      hemp is produced, stored, distributed, or used.”.

1 (2) in subsection (d), by adding at the end the  
2 following:

3               “(5) Any land on which industrial hemp or re-  
4               search hemp is produced, stored, distributed, or used  
5               shall be subject to inspection, in accordance with the  
6               provisions of this section, for compliance with the  
7               provisions of this Act.”.

## 8 SEC. 5. RULE OF CONSTRUCTION.

9 Nothing in this Act, or the amendments made by this  
10 Act, may be construed—

18 SEC. 6. NO ADDITIONAL FUNDS AUTHORIZED.

19 No additional funds are authorized to carry out the  
20 requirements of this Act and the amendments made by  
21 this Act. Such requirements shall be carried out using  
22 amounts otherwise authorized.

Q



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## **The White House**

Office of the Press Secretary

For Immediate Release

April 25, 2017

# **Presidential Executive Order on Promoting Agriculture and Rural Prosperity in America**

**EXECUTIVE ORDER**

## PROMOTING AGRICULTURE AND RURAL PROSPERITY IN AMERICA

By the authority vested in me as President by the Constitution and the laws of the United States of America, and in order to ensure the informed exercise of regulatory authority that affects agriculture and rural communities, it is hereby ordered as follows:

Section 1. Policy. A reliable, safe, and affordable food, fiber, and forestry supply is critical to America's national security, stability, and prosperity. It is in the national interest to promote American agriculture and protect the rural communities where food, fiber, forestry, and many of our renewable fuels are cultivated. It is further in the national interest to ensure that regulatory burdens do not unnecessarily encumber agricultural production, harm rural communities, constrain economic growth, hamper job creation, or increase the cost of food for Americans and our customers around the world.

Sec. 2. Establishment of the Interagency Task Force on Agriculture and Rural Prosperity. There is hereby established the Interagency Task Force on Agriculture and Rural Prosperity (Task Force). The Department of Agriculture shall provide administrative support and funding for the Task Force to the extent permitted by law and within existing appropriations.

Sec. 3. Membership. (a) The Secretary of Agriculture shall serve as Chair of the Task Force, which shall also include:

- (i) the Secretary of the Treasury;
- (ii) the Secretary of Defense;
- (iii) the Attorney General;
- (iv) the Secretary of the Interior;
- (v) the Secretary of Commerce;
- (vi) the Secretary of Labor;
- (vii) the Secretary of Health and Human Services;

- (viii) the Secretary of Transportation;
- (ix) the Secretary of Energy;
- (x) the Secretary of Education;
- (xi) the Administrator of the Environmental Protection Agency;
- (xii) the Chairman of the Federal Communications Commission;
- (xiii) the Director of the Office of Management and Budget;
- (xiv) the Director of the Office of Science and Technology Policy;
- (xv) the Director of the Office of National Drug Control Policy;
- (xvi) the Chairman of the Council of Economic Advisers;
- (xvii) the Assistant to the President for Domestic Policy;
- (xviii) the Assistant to the President for Economic Policy;
- (xix) the Administrator of the Small Business Administration;
- (xx) the United States Trade Representative;
- (xxi) the Director of the National Science Foundation; and
- (xxii) the heads of such other executive departments, agencies, and offices as the President or the Secretary of Agriculture may, from time to time, designate.

- (b) A member of the Task Force may designate a senior level official who is a full-time officer or employee of the member's department, agency, or office to perform the member's functions on the Task Force.

Sec. 4. Purpose and Functions of the Task Force. (a) The Task Force shall identify legislative, regulatory, and policy changes to promote in rural America agriculture, economic development, job growth, infrastructure improvements, technological innovation, energy security, and quality of life, including changes that:

- (i) remove barriers to economic prosperity and quality of life in rural America;
- (ii) advance the adoption of innovations and technology for agricultural production and long-term, sustainable rural development;
- (iii) strengthen and expand educational opportunities for students in rural communities, particularly in agricultural education, science, technology, engineering, and mathematics;
- (iv) empower the State, local, and tribal agencies that implement rural economic development, agricultural, and environmental programs to tailor those programs to relevant regional circumstances;
- (v) respect the unique circumstances of small businesses that serve rural communities and the unique business structures and regional diversity of farms and ranches;
- (vi) require executive departments and agencies to rely upon the best available science when reviewing or approving crop protection tools;
- (vii) ensure access to a reliable workforce and increase employment opportunities in agriculture-related and rural-focused businesses;
- (viii) promote the preservation of family farms and other agribusiness operations as they are passed from one generation to the next, including changes to the estate tax and the tax valuation of family or cooperatively held businesses;
- (ix) ensure that water users' private property rights are not encumbered when they attempt to secure permits to operate on public lands;
- (x) improve food safety and ensure that regulations and policies implementing Federal food safety laws are based on science and account for the unique circumstances of farms and ranches;
- (xi) encourage the production, export, and use of domestically produced agricultural products;
- (xii) further the Nation's energy security by advancing traditional and renewable energy production in the rural landscape; and

(xiii) address hurdles associated with access to resources on public lands for the rural communities that rely on cattle grazing, timber harvests, mining, recreation, and other multiple uses.

(b) The Task Force shall, in coordination with the Deputy Assistant to the President for Intergovernmental Affairs, provide State, local, and tribal officials -- and farmers, ranchers, foresters, and other rural stakeholders -- with an opportunity to suggest to the Task Force legislative, regulatory, and policy changes.

(c) The Task Force shall coordinate its efforts with other reviews of regulations or policy, including those conducted pursuant to Executive Order 13771 of January 30, 2017 (Reducing Regulation and Controlling Regulatory Costs), Executive Order 13778 of February 28, 2017 (Restoring the Rule of Law, Federalism, and Economic Growth by Reviewing the "Waters of the United States" Rule), and Executive Order 13783 of March 28, 2017 (Promoting Energy Independence and Economic Growth).

Sec. 5. Report. Within 180 days of the date of this order, the Secretary of Agriculture, in coordination with the other members of the Task Force, shall submit a report to the President, through the Assistant to the President for Economic Policy and the Assistant to the President for Domestic Policy, recommending the legislative, regulatory, or policy changes identified pursuant to section 4 of this order that the Task Force considers appropriate. The Secretary of Agriculture shall provide a copy of the final report to each member of the Task Force.

Sec. 6. Revocation. Executive Order 13575 of June 9, 2011 (Establishment of the White House Rural Council), is hereby revoked.

Sec. 7. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

DONALD J. TRUMP

THE WHITE HOUSE,  
April 25, 2017.



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**List of Approved Industrial Hemp Varieties for California**

<i>Variety Name</i>	<i>Maintainer Country</i>	<i>Certification Scheme</i>
Alyssa	Canada	AOSCA <sup>1</sup>
Anka	Canada	AOSCA
Canda	Canada	AOSCA
CanMa	Canada	AOSCA
Carmagnola	Italy	AOSCA
Carmen	Canada	AOSCA
CFX-1	Canada	AOSCA
CFX-2	Canada	AOSCA
Crag	Canada	AOSCA
CRS-1	Canada	AOSCA
CS	Italy	AOSCA
Delores	Canada	AOSCA
Deni	Canada	AOSCA
ESTA-1	Canada	AOSCA
Fasamo	Germany	AOSCA
Fedrina 74	France	AOSCA
Felina 34	France	AOSCA
Ferimon	France	AOSCA
Fibranova	Italy	AOSCA
Fibriko	Hungary	AOSCA
Fibrimon 24	France	AOSCA
Fibrimon 56	France	AOSCA
Georgina	Canada	AOSCA
GranMa	Canada	AOSCA
Grandi	Canada	AOSCA
Joey	Canada	AOSCA
Jutta	Canada	AOSCA
Katani	Canada	AOSCA
Kompolti	Hungary	AOSCA
Kompolti Hibrid TC	Hungary	AOSCA
Kompolti Sargaszaru	Hungary	AOSCA
Lovrin 110	Romania	AOSCA
Petera	Canada	AOSCA
Picolo	Canada	AOSCA
Silesia	Canada	AOSCA
UC-RGM	Canada	AOSCA
Uniko B	Hungary	AOSCA
USO 14	Canada (Ukraine)	AOSCA
USO 31	Canada (Ukraine)	AOSCA
Victoria	Canada	AOSCA

<i>Variety Name</i>	<i>Maintainer Country</i>	<i>Certification Scheme</i>
X-59 (Hemp Nut)	Canada	AOSCA
Yvonne	Canada	AOSCA
Zolotonosha 11	Canada (Ukraine)	AOSCA
Zolotonosha 15	Canada (Ukraine)	AOSCA

Notes:

1. AOSCA = Association of Official Seed Certification Agencies.

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN,  
STATE OF CALIFORNIA

ORDINANCE NO.4497

**AN INTERIM URGENCY ORDINANCE DECLARING A TEMPORARY MORATORIUM  
ON THE CULTIVATION OF INDUSTRIAL HEMP BY “ESTABLISHED  
AGRICULTURAL RESEARCH INSTITUTIONS” WITHIN THE UNINCORPORATED  
AREAS OF SAN JOAQUIN COUNTY**

The Board of Supervisors of the County of San Joaquin ordains as follows:

**SECTION 1. Purpose and Authority.** The purpose of this urgency ordinance is to establish a temporary moratorium on the cultivation of industrial hemp by “Established Agricultural Research Institutions,” as defined by California Food and Agricultural Code Section 8100(c), while County staff determines the impact of such unregulated cultivation and reasonable regulations to mitigate such impacts. This urgency ordinance is adopted pursuant to California Constitution article 11, section 7, Government Code sections 65800, *et seq.*, particularly section 65858, and other applicable law.

**SECTION 2. Findings.** The Board of Supervisors of the County of San Joaquin makes the following findings in support of the immediate adoption and application of this urgency ordinance.

- A. Under Section 7606 of the Agricultural Act of 2014 (“The U.S. Farm Bill”), “Notwithstanding the Controlled Substance Act (21 U.S.C. 801 *et seq.*), the Safe and Drug-Free Schools and Communities Act (20 U.S.C. 7101 *et seq.*), chapter 81 of title 41, United States Code, or any other Federal law, an institution of higher education (as defined in section 101 of the Higher Education Act of 1965 (20 U.S.C. 1001)) or a State department of agriculture may grow or cultivate industrial hemp if: (1) the industrial hemp is grown or cultivated for purposes of research conducted under an agricultural pilot program or other agricultural or academic research; and (2) the growing or cultivating of industrial hemp is allowed under the laws of the State in which such institution of higher education or State department of agriculture is located and such research occurs.”
- B. Division 24. Industrial Hemp [8100-81010] of the State of California Food and Agricultural Code (hereafter “FAC”) allows for the growing and cultivation of industrial hemp.
- C. On January 1, 2017, Division 24, Industrial Hemp [8100-81010] of the FAC became operative.
- D. The cultivation of industrial hemp for commercial purposes as defined under FAC Division 24 is prohibited within the State of California and San Joaquin County until the Industrial Hemp Advisory Board has developed and implemented the requisite industrial hemp seed law, regulations, or enforcement mechanisms.

- E. The Industrial Hemp Advisory Board is expected to implement requisite regulations allowing the cultivation of industrial hemp for commercial purposes in approximately 2019.
- F. Despite the prohibition on the cultivation of industrial hemp for commercial purposes, FAC Division 24 exempts cultivation by an “Established Agricultural Research Institution” from some of the regulatory requirements enumerated therein.
- G. An “Established Agricultural Research Institution” is defined under FAC Division 24 as: “(1) A public or private institution or organization that maintains land or facilities for agricultural research, including colleges, universities, agricultural research centers, and conservation research centers; or (2) An institution of higher education (as defined in Section 1001 of the Higher Education Act of 1965 (20 U.S.C. 1001)) that grows, cultivates or manufactures industrial hemp for purposes of research conducted under an agricultural pilot program or other agricultural or academic research.”
- H. Industrial hemp is defined under FAC Division 24 and Health and Safety Code Section 11018.5 as “a fiber or oilseed crop, or both, that is limited to types of the plant Cannabis sativa L. having no more than three-tenths of 1 percent (.3%) tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.”
- I. “Cannabis” is defined under the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) codified as Business and Profession’s Code Section 26001 as “all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin... “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code.
- J. Despite the different definitions, due to the fact that industrial hemp and cannabis are derivatives of the same plant, Cannabis sativa L., the appearance of industrial hemp and cannabis are indistinguishable. Absent a lab performed chemical analysis for tetrahydrocannabinol (THC) content, the two plants cannot be distinguished.
- K. Division 24 of the FAC, allows an “Established Agricultural Research Institution” to cultivate or possess industrial hemp with a greater than .3% THC level, causing such plant to no longer conform to the legal definition of industrial hemp, thereby resulting in such “research” plants constituting cannabis.

- L. The definition of “Established Agricultural Research Institution” as provided above is vague and neither the Legislature nor the Industrial Hemp Advisory Board have provided guidelines on how the County can establish whether a cultivator claiming to be an “Established Agricultural Research Institution” is legitimate or that their cultivation constitutes “agricultural or academic research.” Without clear guidelines, the ability and likelihood that cultivators exploit the “Establish Agricultural Research Institution” exemption to grow industrial hemp with greater than .3% THC is great.
- M. At this time, San Joaquin County Ordinance Code Division 10, Chapter 1, prohibits “Commercial Cannabis Activity,” which includes cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery or sale of cannabis or cannabis products as provided in the Medical Cannabis Regulation and Safety Act (MCRSA) or the Adult Use of Marijuana Act (AUMA), except possession of medical cannabis by qualified patient or primary caregiver and adult use described in Health and Safety Code section 11362.1(a)(3) inside a private residence, or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure.
- N. Due to the fact that industrial hemp and cannabis are indistinguishable, the cultivation of industrial hemp by an “Establish Agricultural Research Institution” prior to the adoption of reasonable regulations poses similar threats to the public health, safety or welfare as the cultivation of cannabis.
- O. The cultivation of industrial hemp by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations will create an increased likelihood of criminal activity.
- P. The cultivation of industrial hemp by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations will attract crime and associated violence, including without limitation, theft, robberies, illegal firearms, shootings and homicides.
- Q. The San Joaquin County Sheriff’s Office will be forced to investigate each and every industrial hemp grow conducted by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations to ensure that the grow is not cannabis. Investigations of industrial hemp grows are time consuming, labor intensive, and potentially dangerous.
- R. Currently the State of California has not yet identified, nor approved seed sources for industrial hemp. Unregulated seed sources can be infested with exotic weed seed or carry plant diseases. Once exotic weeds or plant diseases are established they are difficult and costly to eradicate. Soil borne diseases, once established can result in quarantines that restrict plant movement as well as crop rotations.

- S. Industrial hemp can serve as a host to mites and other insects. At this time, there are no pesticides registered for hemp that specifically address such mites or other insects. The pesticides that have been approved for hemp are not always effective, which allows for such insects to move into other nearby crops.
- T. There are no requirements for pesticide use reporting or testing for industrial hemp when cultivated by an “Established Agricultural Research Institution” if pesticides on the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) 25(b) list are used. In addition, “Established Agricultural Research Institutions” may be using chemicals or pesticides that are extremely toxic to people and wildlife and which may pollute soil, ground water, and/or nearby water sources.
- U. If cloned hemp plants are used for experimentation they are exempt from nursery standards at this time and may not be inspected for plant cleanliness standards leaving them susceptible to insect and disease infection.
- V. Presently, there are no movement restrictions on hemp plants, including the industrial hemp plants that contain THC levels greater than .3%.
- W. Industrial hemp and cannabis are not compatible crops. Thus, if the Board elects to pursue a particular option with respect to the outdoor cultivation of cannabis, the existence of industrial hemp grows as maintained by “Established Agricultural Research Institutions” may preclude the Board from executing desirable projects and/or development plans.
- X. At this time, there are no approved testing labs to perform the chemical analysis needed to determine the THC levels in hemp plants. Thus, presenting challenges for law enforcement when distinguishing between industrial hemp and cannabis.
- Y. The cultivation of industrial hemp by an “Established Agricultural Research Institutions” prior to the adoption of reasonable regulations is harmful to the welfare of residents, creates a nuisance, and threatens the safety and land of nearby property owners.
- Z. There is an urgent need for the Agricultural Commissioner, Sheriff’s Office, and County Counsel to assess the impacts of industrial hemp grown by “Established Agricultural Research Institutions” and to explore reasonable regulatory options relating thereto.
- AA. The allowance of cultivation of industrial hemp by “Established Agricultural Research Institutions,” as defined by FAC Section 8100(c), prior to the adoption of reasonable regulations, creates an urgent and immediate threat to the public health, safety or welfare of the citizens and existing agriculture in San Joaquin County.
- BB. San Joaquin County has a compelling interest in protecting the public health, safety, and welfare of its residents and businesses, in preventing the establishment

of nuisances, while also allowing the cultivation of industrial hemp under FAC Division 24 by legitimate “Established Agricultural Research Institutions” for legitimate research purposes.

CC. This ordinance complies with State law and imposes reasonable regulations that the Board of Supervisors concludes are necessary to protect the public safety, health and welfare of residents and business within the County.

**SECTION 3. Declaration of Urgency.** Based on the findings set forth in Section 2 hereof, this ordinance is declared to be an urgency ordinance that shall be effective immediately after it is adopted by the Board of Supervisors.

**SECTION 5. Severability.** If any part or provision of this ordinance, or the application to any person or circumstance is held invalid, the remainder of this ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this ordinance are severable.

**SECTION 6. Exempt from CEQA.** The Board of Supervisors finds that the interim urgency ordinance is exempt from CEQA because it merely preserves the status quo and temporarily prohibits a specific use, the cultivation of industrial hemp by “Established Agricultural Research Institutions.” Therefore, it can be seen with certainty that the interim urgency ordinance will not have a significant effect on the environment. Thus, the interim urgency ordinance satisfies the “common sense exemption.”

**SECTION 7. Effective Date.** This urgency interim ordinance shall become effective immediately after it is adopted by the Board of Supervisors and shall remain in effect for 45 days from its date of adoption and may be extended in accordance with Government Code Section 65858.

During the term of this interim moratorium, no person or entity shall grow industrial hemp for any purposes within the unincorporated areas of San Joaquin County. As set forth above under Section 2, the cultivation of industrial hemp for commercial purposes is currently prohibited by the State of California. Additionally, during this interim moratorium, “Established Agricultural Research Institutions” will similarly be prohibited from cultivating industrial hemp for agricultural or academic research purposes. Cultivation in violation of such prohibition constitutes a nuisance.

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PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of San Joaquin, State of California, on this 26<sup>th</sup> of September 2017 to wit:

AYES: **Villapudua, Miller, Patti, Elliott, Winn**

NOES: **None**

ABSENT: **None**

ABSTAIN: **None**

**Charles Winn**

CHARLES WINN, CHAIR  
Board of Supervisors  
County of San Joaquin  
State of California

ATTEST: MIMI DUZENSKI  
Clerk of the Board of Supervisors  
County of San Joaquin  
State of California

BY: **Mimi Duzenski**

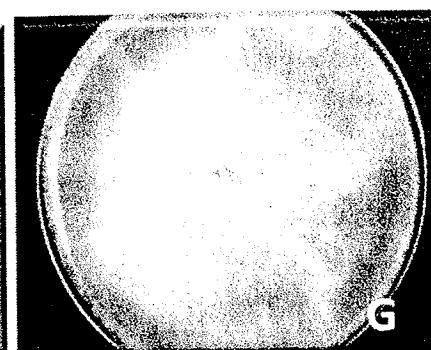
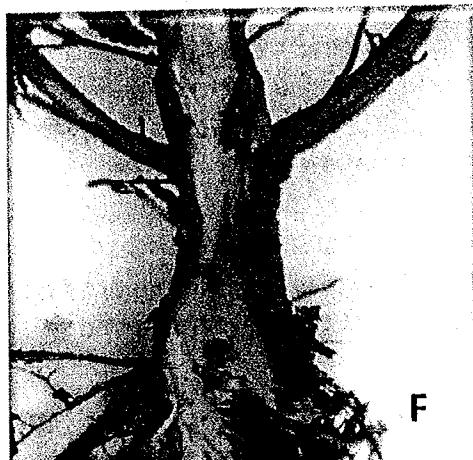
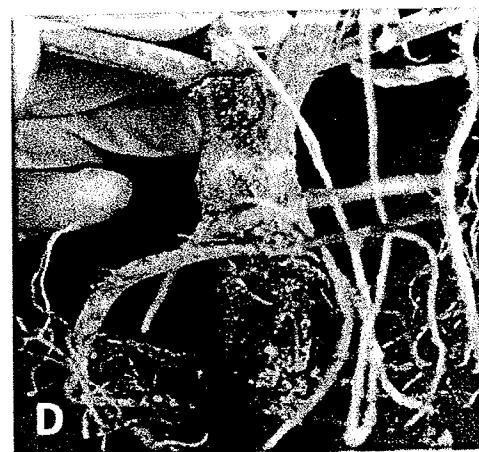
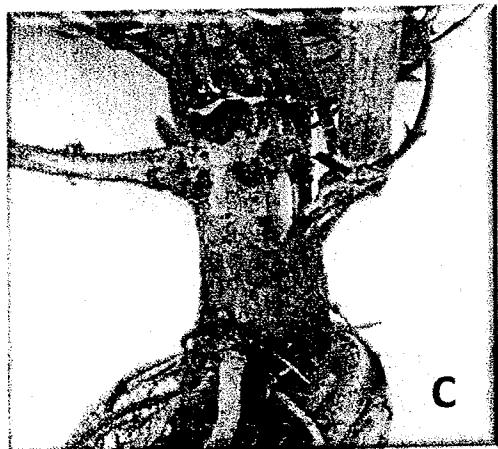
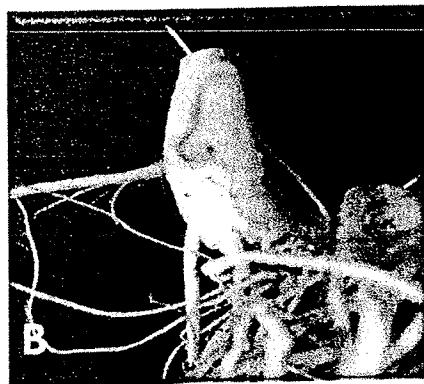
## ***Pythium aphanidermatum* Crown Rot of Industrial Hemp**

**By Jennifer Schoener, Russ Wilhelm, and Shouhua Wang**  
**Nevada Department of Agriculture Plant Pathology Laboratory**

Cultivation of industrial hemp (*Cannabis sativa L.*) was first approved in 2014 for the purpose of research and development. The Federal Farm Bill Section 7606 authorizes state agencies to conduct pilot trials on the crop to assess crop viability for the creation of an industry in prospective states. In Nevada, the Department of Agriculture authorizes the production of hemp crops for research purposes. The acreage of hemp production in Nevada is relatively small in comparison to the acreage in other states. However, plant diseases associated with hemp crops have been occurring in Nevada in recent years. In 2016, the Nevada Department of Agriculture Plant Pathology Lab detected Fusarium root rot and sudden death disease from an industrial hemp crop, and Fusarium wilt from medical marijuana plants. Here we describe a newly detected hemp disease: *Pythium aphanidermatum* crown rot.

*Pythium aphanidermatum* crown rot occurred in a commercial hemp field, with approximately 5-10 percent of plants affected. Infected plants were noticed by leaf yellowing, curling, necrosis, and the eventual death of entire plants (see next page for images) (Fig A). White-colored mold (*Pythium* mycelium) growth on the surface of the crown area was frequently observed when the plant was pulled from the ground (Fig D). Close examination of the stalk revealed extensive water-soaked lesions and cankers around the crown and basal stalk regions (Fig C). With disease progression, the majority of stalks became completely necrotic or rotted (Fig F). Some affected plants had mild root rot. In the early stage of the disease, only mild internal discoloration of the basal stalk tissue was observed (Fig B). In later stages, cankers spread from the crown area to lower branched stems (Fig E). Affected tissue plated on potato dextrose agar (PDA) medium amended with streptomycin did not yield growth of any pathogens. On selective PARP medium, a fast-growing *Pythium* was obtained from all pieces of stem tissue plated. This isolate grew into a full plate (100mm diameter) on PDA medium within 24 hours at 22 °C in the dark (Fig G), and produced oogonia, antheridia, and sporangia on corn meal agar (CMA) medium. Based on both morphology and the DNA sequence of the ITS region of rDNA, the isolate was identified as *P. aphanidermatum*. This disease can be detected using Agdia's Phytophthora immunoStrip as it cross reacts with *Pythium aphanidermatum*.

Hemp crown and root rot caused by *Pythium aphanidermatum* was recently reported in Indiana in June, 2017 (<https://doi.org/10.1094/PDIS-09-16-1249-PDN>). It was found in a small research plot where hemp seeds were planted. The disease described here occurred in a commercial field during the middle of the growth term, affecting a large number of plants. The disease appears to be more aggressive on crown and stem tissue, even though root rot was noticed on some plants. The disease was prevalent when plants were grown under plastic mulch film. Removal of mulch and reduction of soil moisture appeared to reduce the incidence of disease temporarily, but it did not stop the disease development in plants that had been infected.



**Hemp crown rot caused by *Pythium aphanidermatum*.** A. Yellow leaves initially noticed in affected plants. B. Mild internal discoloration in the basal stalk tissue. C. Extensive rot on crown and lower stalk. D. *Pythium* mycelium growth on the surface of stalk. E. Canker and rot extended into lower branched stems. F. Extensive internal tissue rot of stalk. G. *Pythium aphanidermatum* colony on PDA medium after 24 hours at 22 °C.