



## **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 JULY 16, 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)**

**9:00 A.M. COMMUNITY DEVELOPMENT COMMISSION**

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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) BEHAVIORAL HEALTH** **View Item**

- 1) Approve and authorize the Chair to sign agreement, not to exceed \$260,000, between County of Plumas and Crestwood Behavioral Health for mental health wellness and recovery services; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$15,000, between County of Plumas and Mr. B's Auto Techtronic's for vehicle maintenance; approved as to form by County Counsel

### **2. FEATHER RIVER COLLEGE** - Kevin Trutna Presentation regarding the "50<sup>th</sup>" Anniversary of Feather River College

### **3. ROBBIN ANDERSON – MEMBER OF THE PUBLIC** Presentation by Robbin Anderson regarding climate change **View Item**

#### **4. DEPARTMENTAL MATTERS**

A) **COUNTY ADMINISTRATOR** – Gabriel Hydrick

Report and update on formation of the Tourism Improvement District; discussion, possible action and/or direction to staff

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

- A. Approve and authorize the Chair to sign Employment Agreement, not to exceed \$100,000 annually, between County of Plumas and Tracey Ferguson, Planning Director effective July 16, 2019; discussion and possible action **View Item**
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

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

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

- A. Personnel: Public employee performance evaluation – Social Services Director-Public Guardian-Public Conservator
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case TIBB-600060; TIBM-550333)
- C. Conference with Legal Counsel: Existing litigation - Mountain Circle Family Services, Inc. v. County of Plumas, et al, Superior Court of Plumas County, Superior Court No. CV 19-00122, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Existing litigation pursuant to subdivision (d) (1) of Government Code §54956.9, County of Plumas, et al., Appellants, v. Dept. of Water Resources, State Water Contractors, Inc., et al., Respondents, California Court of Appeal, Third District, Case No. C071785
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

#### **ADJOURNMENT**

Adjourn meeting to Tuesday, August 6, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California.

## 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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Tony Hobson Ph.D., Director

DATE: July 16, 2019  
TO: Honorable Board of Supervisors  
FROM: Tony Hobson Ph.D., Behavioral Health Director  
SUBJECT: Consent Agenda

### **Recommendation**

1. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign \$260,000.00 Agreement with Crestwood Behavioral Health.
2. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign \$15,000.00 Agreement with Mr. B's Auto Techtronic's.

### **BACKGROUND AND DISCUSSION:**

1. Crestwood Behavioral Health is a special treatment rehabilitation center and will cover a large demand for mental health wellness and recovery services. This amendment has been approved to form by County Counsel.
2. The contract with Mr. B's Auto Techtronic's, for fiscal year 2019/2020, is for vehicle maintenance. The compensation limit is \$15,000.00. This agreement has been approved to form by County Counsel.

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

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**DaForno, Nancy**

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**From:** Robbin Anderson <robbinanderson@gmail.com>  
**Sent:** Friday, July 05, 2019 10:35 AM  
**To:** DaForno, Nancy  
**Subject:** Information for 7/16 BOS meeting; Agenda: Climate Resolution  
**Attachments:** Sample of Basic Climate Resolution.pdf; Oroville-CFD-resolution.pdf; Truckee-CA-EICDA-resolution.pdf; The Basics of Carbon Fee and Dividend Citizens' Climate Lobby.pdf

Hello Nancy,

Attached is the information I would like the BOS review before my presentation on 7/16/19.

Could you also include this brief message from me when you give them the attached documents?

Dear BOS member,

I have selected three sample resolutions regarding our changing climate for your review prior to my presentation on 7/16/19. You are certainly free to make changes if need be, and to be sure, I am not expecting you will adopt a resolution on 7/16. I have requested to be on the agenda so I have more time to speak on this very important issue...a changing climate that continues to impact the health and well-being of all of us.

Thank-you,  
Robbin Anderson

The Earth's climate is experiencing destabilization, and our planet's ability to sustain life as we know it is in crisis. Citizens must join others in leading efforts to reduce human activities causing climate change to ecologically sustainable levels.

Ninety-seven percent of scientists agree that climate change is real and human induced, and the consensus is that we must stabilize global temperatures at the two degree Celsius target to prevent dangerous impacts to humans, flora, and fauna. The consequences of our actions—and inaction—regarding the destruction of our environment for ourselves and future generations mandate a naturalistic social responsibility inherent to human values.

*WHEREAS* human-generated greenhouse gas emissions from fossil fuel combustion—exacerbated by unsustainable land use such as deforestation— are a leading cause of climate change, and

*WHEREAS* deforestation and wildfire suppression are making forests more vulnerable to fires and reducing the ability of forests to sequester and store carbon, and

*WHEREAS* industrial animal production for food is inefficient in terms of land and water usage and often harms the environment due to animal waste, chemical runoff, and bacterial resistance to antibiotics, and

*WHEREAS* glaciers melting at heightened rates have been and are resulting in rising sea levels, threatening coastal populations and ocean ecology, and

*WHEREAS* global warming has contributed directly and indirectly to the loss of biodiversity and the destruction of critical biomes, and

*WHEREAS* the corollaries of these same changes appear to cause shifts in precipitation, resulting in droughts around the globe, and the increase in other extreme weather events, like tsunamis and hurricanes, leading to food insecurity and famine, and decreased access to natural resources like potable water, and

*WHEREAS* climate change impacts everyone, already vulnerable populations globally will be disproportionately affected, exacerbating unemployment, displacement, and homelessness, and

*WHEREAS* drastic global climate change is a challenge facing all populations around the world;

*THEREFORE*, in the pursuit of climate justice, the

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*AFFIRMS* its support for the development and proliferation of renewable sources of energy and fuel, particularly wind and solar, and

*AFFIRMS* its support of sustainable land use, forest conservation, and reforestation, and

*AFFIRMS* its support of the rights of indigenous peoples who inhabit some of the world's most intact and biodiverse forests, and

*AFFIRMS* where direct restrictions are insufficient, support for a price on climate-damaging substances and practices through carbon tax and other related disincentives, and

*AFFIRMS* political and financial incentives for a global industrial refitting of our power infrastructure away from fossil fuels and toward sustainable energy production and storage, and



*AFFIRMS* its support for international funds for climate change mitigation and adaptation in developing countries, and

*AFFIRMS* its support for efforts to keep fossil fuels underground, particularly in ecologically and culturally important areas, and

*AFFIRMS* its support for the validation of climate refugee status, and

*AFFIRMS* that access to clean and affordable water is necessary and important, and

*AFFIRMS* its support for a coordinated global effort to manage and reduce greenhouse gas emissions.

As humanists, it is crucial that we recognize that the responsibility to create and maintain sustainable methods of living is a collective one. As humanists, we acknowledge the damage done to our environment has been caused by human action and constitutes an existential threat to humanity and many other species that have not already been wiped out. As humanists, we understand that only humans can save ourselves from the climate crisis we have created.

**TOWN OF TRUCKEE  
California**

**RESOLUTION 2019-18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TRUCKEE CALLING ON THE  
UNITED STATES CONGRESS TO ADDRESS THE IMPACTS OF CLIMATE CHANGE BY  
PASSING THE ENERGY INNOVATION AND CARBON DIVIDEND ACT**

**WHEREAS;** Climate change poses a serious threat to Truckee and its citizens in terms of the economy, public health, and environment as both the California Fourth Climate Change Assessment and the United States Fourth National Climate Assessment make clear; and

**WHEREAS;** as a result of climate change, the Tahoe-Truckee region has experienced highly variable winter snowpack, more frequent droughts, and severe wildfires; and

**WHEREAS;** The Town Council is undertaking policies, programs and activities to reduce greenhouse gas (GHG) emissions, save energy, and support renewable energy; and

**WHEREAS;** The Town Council adopted Resolution 2017-58 establishing renewable energy and electricity and GHG reduction goals for the community; and

**WHEREAS;** The Town of Truckee has begun a General Plan update process that will focus on incorporating climate resilience and GHG reduction policies including a robust community focus and engagement activities to assist in setting climate goals for the Town; and

**WHEREAS;** The Town Council previously adopted Resolution 2017-29, joining over 200 other US Mayors representing nearly 60 million Americans, to adopt, honor, and uphold the commitments to the goals enshrined in the Paris Agreement; and

**WHEREAS;** a prompt and significant shift away from fossils fuels is a necessary cornerstone to a meaningful response to climate change; and

**WHEREAS;** Congress has the responsibility to act swiftly and meaningfully on the issue of climate change; and

**WHEREAS;** The Town Council held a public hearing on the matter on April 23<sup>rd</sup>, 2019 and accepted oral and written comments from the public and interested parties and considered such comments before taking action;

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**NOW THEREFORE BE IT RESOLVED,** the Town Council of the Town of Truckee endorses the policies set forth in H.R. 763, the "Energy Innovation and Carbon Dividend Act" as introduced into the House of Representatives on January 24, 2019, and calls on Congress to pass this legislation..

The foregoing resolution was introduced by Council Member Klovstad, seconded by Council Member Abrams, at a regular meeting of the Truckee Town Council, held on the 23rd day of April, 2019 and adopted by the following vote:

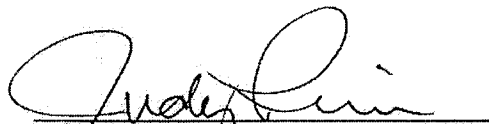
**AYES:** Council Member Klovstad, Council Member Abrams, Council Member Polivy, Vice Mayor Goodwin, and Mayor Tirman.

**NOES:** none.

**ABSENT:** none.

  
David Tirman, Mayor

**ATTEST:**

  
Judy Price, MMC, Town Clerk

**CITY OF OROVILLE  
RESOLUTION NO. 8658**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL URGING THE UNITED STATES CONGRESS TO ENACT A REVENUE NEUTRAL CARBON TAX**

**WHEREAS**, the average surface temperature on Earth has been increasing steadily, with the ten warmest years ever recorded all occurring since 1998; and

**WHEREAS**, climate scientists overwhelmingly agree that an increase in greenhouse gases in the atmosphere, carbon dioxide (CO<sub>2</sub>) in particular, is causing the increase in global temperature; and

**WHEREAS**, humans burning carbon-based fossil fuels, such as coal, oil and natural gas, is the primary cause of the substantial and continuing increase of CO<sub>2</sub> in the atmosphere; and

**WHEREAS**, in May, 2013, the global atmospheric concentration of CO<sub>2</sub> reached 400 parts per million, the highest level in the last 800,000 years; and

**WHEREAS**, it's predicted that by 2100 average global temperature will be 2°F to 11.5°F higher than now depending on the level of future greenhouse gas emissions; and

**WHEREAS**, climate change caused by global warming-related greenhouse gas emissions including CO<sub>2</sub> already is leading to large-scale problems including ocean acidification and rising sea levels; more frequent, extreme, and damaging weather events such as heat waves, storms, heavy rainfall, flooding and droughts; more frequent and intense wildfires; disrupted ecosystems affecting biodiversity and food production; and an increase in heat-related deaths; and

**WHEREAS**, we are approaching a dangerous threshold whereby, if it is crossed, humans will no longer be able to influence the course of future global warming, as tropical forests, peat bogs, permafrost and the oceans switch from absorbing carbon to releasing it; and

**WHEREAS**, the relentless increase in global atmospheric CO<sub>2</sub> concentration shows that broader, more powerful policies are needed to supplement local and regional efforts to reduce emissions; and

**WHEREAS**, burning fossil fuels also has embedded human health costs from releasing pollutants that cause lung disease, respiratory illnesses, and cancer; and

**WHEREAS**, presently the environmental, health, and social costs of CO<sub>2</sub> emissions are not included in prices paid for fossil fuels, but rather these externalized costs are borne directly and indirectly by all Americans and global citizens; and

**WHEREAS**, to begin to correct this market failure, the United States Congress must enact a national carbon tax on fossil fuels, based on the amount of CO<sub>2</sub> the fuel will emit when burned; and

**WHEREAS**, for efficient administration, fossil fuels can be taxed once, as far upstream in the economy as practical, or at the port of entry into the United States; and

**WHEREAS**, a national carbon tax starting at a relatively low rate and increasing steadily over future years is a market-based solution designed to minimally disrupt the economy while sending a clear and predictable price signal to businesses to develop and use non-carbon-based energy resources; and

**WHEREAS**, a national carbon tax would incentivize manufacturers, businesses, and consumers throughout the economy to produce and use less fossil fuel, and would spur investment in and deployment of clean energy resources and energy efficient processes, without favoring any particular technology, and would thereby reduce CO<sub>2</sub> emissions to the atmosphere; and

**WHEREAS**, job creation from development of clean energy and energy efficiency businesses would be expected to exceed job creation from further development of fossil fuel businesses; and

**WHEREAS**, according to Citizen's Climate Lobby if 100% of carbon tax revenue is returned to households in equal shares, approximately two-thirds of Americans will break even or come out ahead as their dividends match or exceed direct and indirect price increases due to the tax, protecting lower and middle income households; and

**WHEREAS**, border adjustments, such as carbon content-based tariffs on products imported from countries without comparable carbon pricing, and refunds to our exporters of carbon taxes paid, should maintain the competitiveness of U.S. businesses in global markets; and

**WHEREAS**, a national carbon tax may be implemented quickly and efficiently, and respond to the urgency of the climate crisis, because the federal government already has in place mechanisms, such as the Internal Revenue Service, needed to implement and enforce the tax, and already collects taxes from fossil fuel producers and importers; and

**WHEREAS**, a national carbon tax could make the United States a leader in mitigating climate change and in the clean energy technologies of the 21<sup>st</sup> Century, and would incentivize other countries to enact similar carbon taxes, reducing global CO<sub>2</sub> emissions without the need for complex international agreements; and

**WHEREAS**, the goals of a national carbon tax to reduce CO<sub>2</sub> emissions and transition to a green economy are consistent with state and local programs designed to mitigate climate change, such as California AB32; and

**WHEREAS**, the market incentive provided by a steadily rising national carbon tax implemented in 2015 may result in significant and increasing near-term reduction in overall U.S. CO<sub>2</sub> emissions, and thereby helping Oroville to meet or exceed its own goals; and

**WHEREAS**, continued widespread use of fossil fuels and global climate change pose a present and growing risk to the health and welfare of Oroville residents and to its economy, and a U.S. national, revenue-neutral carbon tax will significantly mitigate those risks and promote health and prosperity in our City, our region, and the world.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Oroville City Council as follows:

1. The Oroville City Council urges the United States Congress to enact without delay a revenue-neutral tax on carbon-based fossil fuels.
2. The tax rate should start low and increase steadily and predictably to achieve the goal of reducing U.S. CO<sub>2</sub> emissions to 10% of 1990 levels by 2050.
3. All tax revenue should be returned to households to protect low and middle income Americans from impact of rising prices due to the tax.
4. The international competitiveness of the U.S. businesses should be protected by using border tariffs and tax refunds.
5. Staff will send copies of this resolution to Congressman Doug LaMalfa, Senator Jim Nielsen, and Assemblyman James Gallagher.
6. The City Clerk shall attest to the adoption of this Resolution.

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**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on October 3, 2017, by the following vote:

AYES: Council Members Berry, Del Rosario, Draper, Hatley, Thomson,  
Vice Mayor Goodson, Mayor Dahlmeier

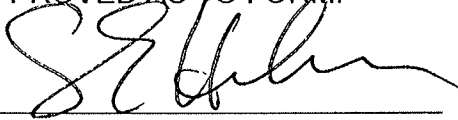
NOES: None

ABSTAIN: None

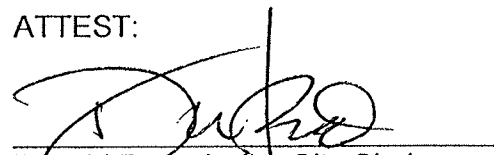
ABSENT: None

  
\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Scott E. Huber, City Attorney

ATTEST:

  
\_\_\_\_\_  
Donald Rust, Acting City Clerk

*Citizens' Climate Lobby has advocated for Carbon Fee and Dividend for nearly a decade. In 2019, members of the House introduced the bipartisan Energy Innovation and Carbon Dividend Act, which embodies the fee-and-dividend approach we support. We are now advocating for this specific bill.*

## **How Carbon Fee and Dividend Works**

### **1. Place a steadily rising fee on fossil fuels**

To account for the cost of burning fossil fuels, we propose an initial fee of \$15/metric ton on the CO<sub>2</sub> equivalent emissions of fossil fuels, escalating by \$10/metric ton each year, imposed upstream — as near as feasible to the mine, well, or port of entry.

Accounting for the true cost of fossil fuel emissions not only creates a level-playing field for all sources of energy, but also informs consumers of the true cost comparison of various fuels when making purchase decisions.

### **2. Give 100% of the fees minus administrative costs back to households each month.**

100% of the net fees from the carbon fee are held in a Carbon Fees Trust fund and returned directly to households as a monthly dividend.

About two-thirds of Americans will receive more in Dividends than they will pay in higher prices. This feature will inject billions into the economy, protect family budgets, free households to make independent choices about their energy usage, spur innovation, and build aggregate demand for low-carbon products at the consumer level.



Monthly projected share of the monthly carbon fee revenue across American households. Source: *The Economic, Climate, Fiscal, Power, and Demographic Impact of a National Fee-and-Dividend Carbon Tax*, Regional Economic Models Inc. (2014).

### **3. Use a border adjustment to stop business relocation.**

Import fees on products imported from countries without a carbon fee, along with rebates to US industries exporting to those countries, will discourage businesses from relocating where they can emit more CO<sub>2</sub> and motivate other countries to adopt similar carbon pricing policies. Building upon existing tax and trade systems will avoid complex new institutional arrangements.

Firms seeking to escape higher energy costs will be discouraged from relocating to non-compliant nations (“leakage”), as their products will be subject to import fees.

Calculate the impact of Carbon Fee and Dividend on your budget.

## **It's good for the economy AND even better for people.**

A study from REMI shows that carbon fee-and-dividend will reduce CO<sub>2</sub> emissions 52% below 1990 levels in 20 years and that recycling the revenue creates an economic stimulus that adds 2.8 million jobs to the economy.

A structured rising price on greenhouse gas emissions will focus business planning on optimizing investment priorities to thrive in a carbon-constrained world.

Additionally, Carbon Fee and Dividend is projected to prevent over 230,000 premature deaths over 20 years from improved air quality.

Each color in this chart represents one of the nine US regions. PAC=Pacific, MNT=Mountain, WSC=West South Central, ESC=East South Central, SA=South Atlantic, WNC=West North Central, ENC=East North Central, MA=Mid Atlantic, NE=New England.

Carbon Fee and Dividend does not increase the size of government, require new bureaucracies or directly increase government revenues. The dividend increases real disposable income, protects personal spending decisions and will recruit widespread, sustained engagement.

Finally, Carbon Fee and Dividend is elegant in its simplicity, transparent in its accessibility to public scrutiny and clear in its signals and benefits.

**Two-minute Carbon Fee and Dividend video**

## **Carbon Fee and Dividend Menu**

The Basics >

The Policy and FAQs >

Why Carbon Fee and  
Dividend? >

Two-minute Video >

REMI Report >  
(Environmental and  
Economic Benefits)

Household Impact >  
Study

Supporters >

**Calculate  
the impact  
of Carbon  
Fee and**

# Dividend on your budget

Estimate my  
Impact

"I'm  
grateful  
for the  
thousands  
of CCL  
volunteers  
who are  
open to  
free  
enterprise  
answers  
to climate  
change."



Bob Inglis  
Former Congressman (R-SC)  
and Founder of  
RepublicEn.org



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## EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made on July 16, 2019, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and TRACEY FERGUSON, an individual ("CONTRACT EMPLOYEE") who agrees as follows:

### 1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Plumas County Planning Director, and other duties as may be assigned. A copy of the Plumas County Planning Director's job description is set forth in Exhibit A, and incorporated herein by this reference. CONTRACT EMPLOYEE's employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE's duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrator (CA), or in the absence of the CA, the Chairperson of the Board of Supervisors, of any outside employment.

### 2. TERM

CONTRACT EMPLOYEE shall be retained as the Planning Director, effective July 16, 2019, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

### 3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a sixty (60) days prior 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 notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may "buy-out" any part of the 60-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option the Severance may be paid in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

1. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
2. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
3. Gross insubordination.
4. Misappropriation or theft.
5. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board) or County Administrator (CA).
6. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, Contract Employee shall immediately cease providing service pursuant to this contract and will not be provided the Severance pay described above.

4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning July 16, 2019, CONTRACT EMPLOYEE shall be paid at the annual salary rate of One Hundred Thousand dollars and No/100 Dollars (\$100,000.00) per year (or \$8,333.33 per month). Subject to satisfactory performance evaluation, the base annual salary shall increase to the sum of One Hundred Five Thousand and 00/100 dollars (\$105,000.00) after one (1) year of service. Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Planning Department. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE at which time modifications of these terms of employment may be discussed. The annual performance evaluation will be conducted in a closed session of the Board of Supervisors consistent with the requirements of the Brown Act Open Meeting Law.

6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to change from time-to-time as negotiated between the CONTRACT EMPLOYEE and the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual).
- b. Vacation accrual: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 -7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.
- c. CalPERS retirement: 2% at 55, provided that CONTRACT EMPLOYEE is qualified as a "classic member" under the California Public Employee Retirement Law; otherwise, 2% at 62 if a PEPR member.
- d. Forty (40) hours of administrative leave per year. Administrative leave shall not accumulate from year to year. Unused administrative leave at the end of the year shall expire. Unused administrative leave at separation from employment expires unpaid.
- e. Holidays: Thirteen (13) paid holidays per year as listed in the County personnel rules.
- f. Bereavement Leave: Five (5) days per incident for defined family members.
- g. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.
- h. Moving Expense Reimbursement: Upon presentation of receipts acceptable to the Auditor's Office, COUNTY will reimburse CONTRACT EMPLOYEE for her actual moving expenses incurred to relocate her personal residence from 19338 Center Street, Castro Valley, California to Plumas County in an amount not to exceed the sum of Two Thousand and No/100 dollars (\$2,000.00). Should CONTRACT EMPLOYEE leave employment within one (1) year from CONTRACT EMPLOYEE's starting date, she will immediately repay to COUNTY the full amount of the moving expense reimbursement. Should CONTRACT EMPLOYEE leave employment within two (2) years from CONTRACT EMPLOYEE's starting date, she shall immediately repay to COUNTY fifty percent (50%) of such moving expense reimbursement paid to CONTRACT EMPLOYEE.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

CONTRACT EMPLOYEE shall receive cost of living adjustments based on the COUNTY'S agreement with other County appointed department heads.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in

accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at her sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 60-day notice period specified in section 3 of this Agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

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

10. 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 relief, to which such party may be entitled.

11. 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 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.

12. SEVERABILITY

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

13. ENTIRE AGREEMENT



This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument, and have had the opportunity to consult with legal counsel prior to entering into this Agreement. Each warrants that it has either so consulted with legal counsel of its choice, or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to The Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St., Room 301, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. 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 the COUNTY.

18. REPORTING

CONTRACT EMPLOYEE will report directly to the County Board of Supervisors through the County Administrator (CA). If the office of CA is vacant, CONTRACT EMPLOYEE will report directly to the County Board of Supervisor through the Chairperson of the Board of Supervisors.

19. GENERAL PROVISIONS

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

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

20. EFFECTIVE DATE

This Agreement shall be effective on July 16, 2019, (the "Effective Date") if approved by both parties.

21. SIGNATURES

**COUNTY:**

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

**CONTRACT EMPLOYEE:**

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

\_\_\_\_\_  
TRACEY FERGUSON  
"Contract Employee"

Dated: \_\_\_\_\_

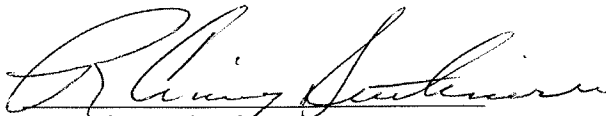
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Nancy DaForno,  
Clerk of the Board of Supervisors

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
R. Craig Settlemyre  
Plumas County Counsel

Dated: July 8, 2019

PLUMAS COUNTY

APPROVED: 6/2018

## PLANNING DIRECTOR

### **DEFINITION**

Under general direction, to be responsible for the administration and supervision of the Planning Department, including land use planning and zoning enforcement, perform a variety of the more difficult, complex, and specialized assignments in the preparation and distribution of planning reports; to represent the County Planning Department and associated functions with groups and organizations; to explain ordinances, resolutions, regulations, and County policies to the public; to perform special assignments as directed; to provide administrative support for the Board of Supervisors and the County Administrative Officer; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a single-position class for the position which oversees and directs the functions and activities of the County Planning Department. Responsibilities include directing, coordinating, and supervising the work of staff, preparing and administering the budget, and performing a broad range of complex professional planning work.

### **REPORTS TO**

Board of Supervisors or through the County Administrative Officer

### **CLASSIFICATIONS DIRECTLY SUPERVISED.**

Directs the activity of the Assistant Director of Planning, Senior Planner, Associate Planner, Department Fiscal Officer, Geographic Information Systems Coordinator, Geographic Information Systems Planner, Planning Technician, and other contract staff as needed

## **PLANNING DIRECTOR - 2**

### **EXAMPLES OF DUTIES**

- Plans, organizes, directs, coordinates, and administers the functions of the County Planning Department.
- Analyzes community needs and develops programs to meet the needs in accordance with established County policies and available resources.
- Responsible for enforcement of land use laws and regulations.
- Develops and recommends Department goals, objectives and policies.
- Prepares and administers the Department budgets approved by the Board of Supervisors.
- Controls fiscal expenditures and revenues; hires, supervises, evaluates, and insures proper training of Department staff in accordance with County Personnel Rules.
- Assigns and oversees the completion of projects.
- Disseminates information to the public and other agencies.
- Drafts ordinances and resolutions for adoption; researches, reviews, and analyzes information and data for the preparation of planning reports on both current and long range issues.
- Serves as Zoning Administrator and prepares zoning change proposals, conditional use permits, variances, site plan reviews, general plan amendments, parcel map reviews, and other items.
- Prepares environmental assessments for compliance with the California Environmental Quality Act.
- Prepares and/or reviews environmental impact reports.
- Reviews information and develops mitigation measures for environmental problems.
- Develops conditional requirements consistent with impact report comments.
- Represents the Planning Department with a variety of special committees and agencies.
- Answers public inquiries regarding planning issues, permit procedures, and zoning.
- Meets and confers with groups and organizations concerning planning and development services.
- Provides technical and administrative support to the Board of Supervisors as well as professional advisor.
- Provide staff support to the Plumas County Planning Commission.
- Provide staff support to the AIRPORT LAND USE COMMISSION.
- Performs ground and water resource planning, natural resource planning, and related issues as needed.
- Performs other duties as assigned.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

*Last Revised 6/2000*

## PLANNING DIRECTOR - 3

### DESIRABLE QUALIFICATIONS

#### Knowledge of:

- Purposes and procedures of public planning agencies, boards, and governing bodies.
- Laws, regulations, and ordinances governing planning, zoning, land use.
- Principles, techniques, and trends of land use planning.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.
- Budget development and control.
- Principles of project planning, coordination, and direction.
- Principles of public administration and staff supervision, training, and evaluation.

#### Ability to:

- Plan, organize, direct, and coordinate the functions of the Planning Department and associated functions.
- Provide supervision, training, and evaluations for assigned staff.
- Develop and administer a Department budget.
- Perform a variety of the most complex planning studies and environmental reviews.
- Perform special assignments for a variety of County Boards and Commissions.
- Analyze technical, statistical, and other information related to public planning.
- Direct the preparation of comprehensive and concise planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning, land use and airport operations.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Make effective written and oral presentations.
- Effectively represent the Planning Department, in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

## **PLANNING DIRECTOR - 4**

### **Training and Experience:**

Qualifications needed for this position:

Graduation from an accredited university or college with a Bachelor's degree in public planning or a closely related field AND

Five (5) years of progressively responsible planning experience with four (4) years in a supervisory capacity.

### **Special Requirements:**

Possession of a valid driver's license at time of application, and obtain a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout County employment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are Required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.