



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF MAY 19, 2020 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which may limit the number of people that may enter. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it live online.

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

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. PUBLIC HEALTH AGENCY – Andrew Woodruff

Report and update on COVID-19; receive report and discussion

2. CONSENT AGENDA

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

A) BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Annual Mile High 100 Cycling Event, September 5, 2020, Chester) [View Item](#)

B) SHERIFF

- 1) Approve and authorize the Chair to sign annual amendment, not to exceed \$5,000, to the Cooperative Law Enforcement Agreement between the County of Plumas and U.S. Department of Agriculture, Forest Service, Lassen National Forest for activities on national forest service lands; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign annual amendment, not to exceed \$16,000, to the Cooperative Law Enforcement Agreement between the County of Plumas and the U.S. Department of Agriculture, Forest Service, Controlled Substance Annual Operating and Financial Plan; approved as to form by County Counsel [View Item](#)
- 3) Approve supplemental budget of \$30,000, for receipt of unanticipated revenue, from the U.S. Department of Justice, Drug Enforcement Agency for domestic cannabis eradication and suppression; approved by the Auditor/Controller [View Item](#)

C) SOCIAL SERVICES

- 1) Approve and authorize the Chair to sign agreement, not to exceed \$20,000, between County of Plumas and RSH, Inc., dba Horton Tire Center, for vehicle maintenance and repair for FY 2020-2021; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Director of Social Services to sign non-financial agreement with the California Department of Social Services for legal representation on appeals of notices of action in connection with the Resource Family Approval Program; approved as to form by County Counsel [View Item](#)

D) BEHAVIORAL HEALTH

- 1) Approve and authorize payment of \$3,400, without a contract, to Reno Behavioral Health for mental health and addiction treatment services [View Item](#)
- 2) Approve and authorize payment of \$1,050, without a contract to Progress House, Inc. for mental health and addiction treatment services [View Item](#)
- 3) Approve and authorize payment of \$200, without a contract to Folchi Logging & Construction, Inc. for snow removal services [View Item](#)
- 4) Approve and authorize the Chair to sign the following contracts for FY 2020-2021; approved as to form by County Counsel:
 - Service Agreement, not to exceed \$15,000, with Gary Ernst (consultation services)
 - Service Agreement, not to exceed \$15,000, with RSH, Inc. dba Horton Tires (automotive repair services)
 - Service Agreement, not to exceed \$15,000, John Ricetti, dba JR's Auto & Truck Repair (automotive repair services)
 - Service Agreement, not to exceed \$15,000, John Bremel, dba Mr. B's Auto Techtronic's (automotive repair services) [View Item](#)

E) PLANNING

Approve and authorize the Chair to sign STD 213 Standard Agreement and Request for Funds Form, not to exceed \$50,201.53, between County of Plumas and the Business, Consumer Services, and Housing Agency; approved as to form by County Counsel [View Item](#)

F) FACILITY SERVICES/AIRPORTS

- 1) Approve and authorize the Chair to sign contract amendment, not to exceed \$5,652, between County of Plumas and Martin Security Systems, Inc. for monitoring security systems at several county facilities; approved as to form by County Counsel [View Item](#)
- 2) Approve supplemental budget transfer of \$18,000 from 20891-46823 Airport Fees to cover fuel expenses for FY 2019-2020; approved by the Auditor/Controller [View Item](#)
- 3) Approve budget transfer of \$17,798.14 from Salaries & Benefits (Department 20891) to cover Airport Services & Supplies budget shortfalls for FY 2019-2020; approved by the Auditor/Controller [View Item](#)

3. DEPARTMENTAL MATTERS

A) AUDITOR/CONTROLLER – Roberta Allen

Presentation of 2019 Audited Financial Statements by Norm Newell of Smith & Newell, CPA's; receive report and discussion

B) HUMAN RESOURCES – Nancy Selvage

Adopt **RESOLUTION** to amend FY 2019-2020 Job Classification Plan, Including Job Descriptions and Base Wages for Clerk-Recorder/Elections, Departments 20100, 20460, 20469, 22411. **Roll call vote** [View Item](#)

C) PLANNING – Tracey Ferguson

- 1) Consider Initial Study and make determination that the following Resolution amending Uniform Rules Governing the Establishment and Administration of Agricultural Preserves including Compatible Uses, and the following Ordinance providing for "Commercial Social Events" use in zones Agricultural Preserve and General Agriculture are exempt pursuant to the CEQA Guidelines at 14 Cal. Code of Regulations section 15061(b)(3); and direct the filing of a Notice of Exemption for such determination; discussion and possible action
- 2) Adopt **RESOLUTION** to amend Board of Supervisors Resolution No. 76-2914 ("Exhibit C" Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses) Subsection 6 (Miscellaneous compatible uses) of Paragraph "J". **Roll call vote** [View Item](#)
- 3) Adopt **ORDINANCE**, first introduced on May 12, 2020, Amending Plumas County Code Title 9 (Planning and Zoning), Chapter 2, Article 2 to Add Definitions of "Commercial Social Event, Limited" and "Commercial Social Event" and Articles 30 (Agricultural Preserve) and 31 (General Agriculture) to Add "Commercial Social Event, Limited" as a Use Subject to the Issuance of an Administrative Use Permit and "Commercial Social Event" as a Use Subject to the Issuance of a Special Use Permit and to Add Articles 6.3 (Administrative Use Permits) and 44 (Commercial Social Event, Limited) Establishing Processes, Thresholds, and Standards for the Establishment of the New Use(s). **Roll call vote** [View Item](#)

D) **COUNTY ADMINISTRATIVE OFFICE/PURCHASING AGENT** – Gabriel Hydrick

- 1) Introduce and waive first reading of an **ORDINANCE**, Amending Sections 3-1.27 of the Plumas County Code Relating to Publication of Notice inviting Formal Bids. **Roll call vote** [View Item](#)
- 2) Approve, and authorize the Chair to sign the following agreements with Plumas Rural Services, Inc., for programs administered by the Plumas County Department of Social Services, and authorize payment for services provided beginning October 1, 2019, in the amounts designated; approved as to form by County Counsel: [View Item](#)
 - a) For "Psychological Evaluations" from October 1, 2019 through January 31, 2020, in the amount of \$1,500
 - b) For "Life Skills Classes" from October 1, 2019 through December 5, 2019, in the amount of \$6,315.76
 - c) For "Nurturing Parenting Classes" from October 1, 2019 through October 30, 2019, in the amount of \$1,194.45
 - d) For "Nurturing Parenting In-Home Classes" from October 1, 2019 through October 31, 2019 in the amount of \$457.20
 - e) For "CWS Therapy" from October 1, 2019 through December 17, 2019 in the amount of \$2,270
 - f) For "CalWORKS TANF" from October 1, 2019 through until October 31, 2019 in the amount of \$110.00
 - g) For "CalWORKS Stage I" from October 1, 2019 through November 30, 2019 in the amount of \$6,679.51

4. **BOARD OF SUPERVISORS**

- A. Accept letter of retirement from Dave Preston, Information Systems Manager, effective July 1, 2020; discussion and possible action [View Item](#)
- B. Direct Human Resources to begin the process to update the Job Description for Information Systems Manager; and provide direction as to recruitment process for filling the vacancy; discussion and possible action
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

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

5. **BOARD OF SUPERVISORS**

APPEAL HEARING: Appeal received on April 30, 2020, filed by John Fisher appealing the Plumas County Planning Director's determination that under Chapter 9-3.309 of the Plumas County Code, all lands proposed for division which include areas of "special flood hazard" shall include an engineered analysis based upon FEMA procedures, submitted and approved by FEMA [View Item](#)

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – County Librarian
- B. Personnel: Public employee performance evaluation – County Administrator
- C. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. 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 2, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California

BOARD OF SUPERVISORS

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



May 19, 2020

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

Attention: Permits Engineer

Subject: Encroachment Permit Request

ALMANOR RECREATION & PARKS DISTRICT

Annual Mile High 100 Cycling Event, September 5, 2020, 7:00 a.m. to 5:00 p.m.,
Chester, California

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

Sincerely,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works



Almanor Recreation and Park District (ARPD)
101 Meadowbrook Loop
Chester, CA 96020
Arpd01@frontier.com

5-6-20

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

To Whom It May Concern:

The Annual Mile High 100 cycling event hosted by the Almanor Recreation and Park District is scheduled for Sept 5, 2020.

The start/finish of the event is at the ARPD office at 101 Meadowbrook Loop, Chester, and the event will run from 7:00 am to about 5:00 pm on Saturday, September 5th. Cyclists completing the full century route will ride from Chester up to Warner Valley near Lassen park, complete a lap around Lake Almanor, and descend into Indian Valley for a lap around the Greenville/Taylorsville area. The event is in its 38th year.

In order to complete our permit packet for CalTrans, a letter from the Board of Supervisors is required to demonstrate support of the local governing body. Letters of support from the California Highway Patrol and the Plumas County Sheriff's office have already been obtained.

Thank you for your consideration in this matter. A letter of support can be mailed to:

ARPD
PO Box 325
Chester, CA 96020

Regards,

Randy Robbins
Event Director, Mile High 100



TODD JOHNS
SHERIFF/CORONER
DIRECTOR


Office of the Sheriff

Office of Emergency Services

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

2B.1.

Memorandum

DATE: May 5, 2020
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns 
RE: Agenda Items for the meeting of May 19, 2020

It is recommended that the Board:

Approve and sign the annual amendment to the Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Lassen National Forest, Exhibit A - FY 2020 in the amount of \$5,000.00.

Background and Discussion:

The purpose of this agreement is to maintain a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on national forest service lands and provide for reimbursement to the Sheriff for the services provided.

Exhibit A will be in effect from October 1, 2019 through September 30, 2020. This is updated annually so that changes can be made if applicable to the funding allocation, reimbursement rates, etc. The USFS enters into an agreement with the Sheriff for law enforcement patrols on National Forest System lands. The USFS reimburses the Sheriff's Office for expenses related to law enforcement patrols performed under the agreement on National Forest System lands.

Agreement has been approved as to form by County Counsel.

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN
Between The
COUNTY OF PLUMAS, A POLITICAL SUBDIVISION OF THE STATE OF
CALIFORNIA, BY AND THROUGH ITS SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
LASSEN NATIONAL FOREST**

2020 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between County of Plumas, a political subdivision of the State of California, by and through its Sheriff's Office, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Lassen National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-11051360-008 executed on October 8, 2016. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2019 and ending September 30, 2020.

Previous Year Carryover: \$0.00

Current FY-2020 Obligation: \$5,000.

FY-2020 Total Annual Operating Plan: \$5,000

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

<u>Cooperator Program Contact</u>	<u>Cooperator Administrative Contact</u>
Todd Johns Sheriff, Plumas County 1400 E. Main Street Quincy, CA 95971 Telephone: 530-283-6392 FAX: 530-283-6344 EMail: tjohns@pcso.net	Roni Towery Sheriff's Fiscal Officer 1400 E. Main Street Quincy, CA 95971 Telephone: 530-283-6396 FAX: 530-283-6344 E-Mail: roni@pcso.net

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Adam Hill, Patrol Captain Lassen National Forest 2550 Riverside Drive Susanville, CA 96130 Telephone: 530-252-6400 FAX: 530-252-6420 E-Mails: adam.hill@usda.gov	Margaret A Mustain, I.R. Program Support Lassen National Forest 2550 Riverside Drive Susanville, CA 96130 Telephone: 530-252-6627 FAX: 530-252-6420 E-Mail: margaret.mustain@usda.gov
	U.S. Forest Service Grants and Agreement Contact
	Geraldine C. Bordash (Gerri) Grants Management Specialist Pacific Southwest Region 1323 Chub Drive Vallejo, CA 94592-1110 Telephone: 707-562-8782 FAX: 707-562-9144 E-Mail: gerri.bordash@usda.gov

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.575/mile patrolled

Per diem rate is \$51/M&IE + \$93 lodging /day

Wages at the prevailing rate of \$40.00/hour base plus overtime for the individual officer at the rate of \$44.25/hour.

II. PATROL DISPATCH ACTIVITIES:

- A. Plumas County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of \$1,500

III. PATROL ACTIVITIES:

See Cooperative Law Enforcement Agreement Provisions IV-J, IV-L, IV-M and IV-N for additional information.

Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.



A. Patrol on following U.S. Forest Service roads;

All Forest Service roads within the Cooperator's area of jurisdiction.

1. Patrol in the following campgrounds, developed sites, or dispersed areas:

Lake Almanor Recreation Area: To include Almanor North, Almanor South campgrounds, Almanor Rest Area on Highway 89 (known as Almanor Overflow campground), Canyon Dam Boat Launch and Day Use Area. Patrol 1 hour during the day and 1 hour at night extending to 2200 hours or later on Holiday weekends. Patrol 1 hour every regular weekend with occasional short patrols during the week.

High Bridge – Domingo Springs – Warner Creek campgrounds:

Patrol 1 hour on all weekends at the discretion of the patrolling Deputy, to include patrols after dark on weekends. Occasional short patrols during the week.

Total reimbursement for this category shall not exceed the amount of: \$3,500.

Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$5,000.

IV. SPECIAL ENFORCEMENT SITUATIONS:

See Cooperative Law Enforcement Agreement Provisions IV-K for additional information.

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.



2. **Fire Emergency:** During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-II and III-B for additional information.

For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before 30 Oct 2020.

A. Mail copies of itemized PNF billing statements to:

Adam Hill, Patrol Captain
2550 Riverside Drive
Susanville, CA 96130
E-Mail: adam.hill@usda.gov

System for Award Management (SAM) at <https://sam.gov/SAM/> will be used for the verification of the Electronic Funds Transfer (EFT) banking information (DUNS#).



- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Dispatch	\$1,500	\$5,000
Patrol Activities	\$3,500	N/A
Total	\$5,000	N/A

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. See *Cooperative Law Enforcement Agreement Provision IV-D*.

By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

TODD JOHNS, Sheriff
Plumas County

Approved as to form:

Gretchen Stahr

Plumas County Counsel

Date

_____, Chairman
Board of Supervisors, Plumas County

Date

DEB BUMPUS, Forest Supervisor
U.S. Forest Service, Lassen National Forest

April 8, 2020

Date

DON HOANG, Special Agent in Charge
Pacific Southwest, Region 5

Date



The authority and format of this agreement have been reviewed and approved for signature.

GERALDINE C. BORDASH

U.S. Forest Service, Grants Management Specialist

03/05/2020
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0595-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require a alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

7B.2.

Memorandum

DATE: May 5, 2020
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns *TJ*
RE: Agenda Items for the meeting of May 19, 2020

It is recommended that the Board:

Approve and sign the annual amendments to the Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Exhibit B Controlled Substance Annual Operating and Financial Plan - Plumas and Lassen National Forests in the amount of \$16,000.

Background and Discussion:

The purpose of this agreement is to maintain a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on national forest service lands and provide for reimbursement to the Sheriff for the services provided.

Exhibit B will be in effect from October 1, 2019 through September 30, 2020. They are updated annually so that changes can be made if applicable to the funding allocation, reimbursement rates, etc. The USFS enters into an agreement with the Sheriff for law enforcement controlled substance operations on National Forest System lands. The USFS reimburses the Sheriff's Office for expenses related to controlled substance operations performed under the agreement on National Forest System lands.

Agreements have been approved as to form by County Counsel.



FS Agreement No. 16-LR-11051360-023
 Cooperator Agreement No. _____
 Modification No. _____ 011

EXHIBIT B

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

Between The
PLUMAS COUNTY SHERIFF'S DEPARTMENT
 And the
USDA, FOREST SERVICE
PLUMAS AND LASSEN NATIONAL FORESTS

2020 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Plumas County Sheriff's Department, hereinafter referred to as "PCS," and the USDA, Forest Service, Plumas and Lassen National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-11051360-023 executed on January 5, 2016. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 01, 2019 and ending September 30, 2020.

Prior Year Carryover: \$6,167.46

FY 2020 Obligation: \$9,832.54 (MOD#011)

FY 2020 Total Annual Operating Plan: \$16,000

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Todd Johns, Sheriff Plumas County 1400 East Main Street Quincy, CA 95971-9402 Phone: 530-283-6300 FAX: 530-283-6344 E-mail: tjohns@pcsos.net	Roni Towery Plumas County Sheriff Department 1400 East Main Street Quincy, CA 95971-9402 Phone: 530-283-6375 FAX: 530-283-6344 E-mail: roni@pcsos.net

**Cooperator Alternate Contact**

Steve Peay, Detective
Plumas County Sheriff's Office
1400 Main Street
Quincy, CA 95971-9402
Phone: 530-283-6363
FAX: 530-283-6344
E-mail: speay@pcso.net

Principal U.S. Forest Service Contacts:**U.S. Forest Service Program Manager
Contact**

Darren Dicharry, Special Agent
875 Mitchell Ave.
Oroville, CA 95965
Phone: 530-532-7475
E-mail: dmdicharry@usda.gov

**U.S. Forest Service Administrative
Contact**

Heather Rivera, Administrative Specialist
Pacific Southwest Regional Office – LEI
1323 Club Drive
Vallejo, CA 94592
Office: 707-562-8646
FAX: 707-562-9031
E-mail: heather.rivera@usda.gov

**U.S. Forest Service
Program Coordinator Contact**

Kevin Mayer
Assistant Special Agent in Charge
Pacific Southwest Regional Office – LEI
1323 Club Drive
Vallejo, CA 94592
Office: 707-562-9155
FAX: 707-562-9031
E-mail: Kevin.mayer@usda.gov

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV-1 of Agreement No. 16-JE-11051360-023, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

A. The *U.S. Forest Service* agrees:



1. To reimburse PCS for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including:
 - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
 - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
2. To reimburse PCS for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:
 - a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
 - b. Apprehension of persons suspected of producing or trafficking controlled substances.
 - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
 - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse PCS for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

Note: PCS retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse PCS for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. PCS agrees:



1. Within its capability, to perform the following activities on National Forest System lands:
 - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
 - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
 - c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.
 2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II, A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.
- C. The *U.S. Forest Service* and PCS mutually agree to the following:
1. The following rate schedule will apply to all expenditures that may be reimbursed to PCS under this agreement;

Salary (base)	\$47.00 per hour,
Reserves Salary (base)	\$25.00 per hour,
Salary (Overtime)	\$ base + $\frac{1}{2}$ per hour,
Per diem costs	\$42/M&IE + \$60/Lodging,
Travel (mileage and fares)	\$0.58 (4WD & 0.36 (2WD per mile,
Helicopter flight time	Actual documented costs,
Supplies or equipment	Actual documented costs
 2. The total expenditures of PCS that may be reimbursed may not exceed.... **\$16,000**
The total expenditures for item **A.4** may not exceed..... 10% of the total allocation.
- D. **Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.**

III. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

PCS will furnish monthly itemized statements of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this



Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

- a. Mail copies of itemized billing statements (Attachment A) to:

Heather Rivera

Administrative Specialist

Pacific Southwest Regional Office - LEI

1323 Club Drive

Vallejo, CA 94592

Send photo copy to:

Darren Dicharry, Special Agent

875 Mitchell Ave.

Oroville, CA 95965

- b. Send hard copy invoices to:

U.S. Forest Service

Albuquerque Service Center

Payments - Grants & Agreements

101 B Sun Ave NE

Albuquerque, NM 87109

Or fax to: (877) 687-4894

Or e-mail scanned invoice to: ASC_GA@fs.fed.us

- c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before October 31, 2020 in order to receive payment.
- d. Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

Job Code: NFLE5120 1360 \$16,000



In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

TODD JOHNS, Sheriff
Plumas County

Approved as to form: 4/30/2020

Gretchen Stahr
Plumas County Counsel

5/4/2020
Date

Chairperson, Board of Supervisors
Plumas County

Date

DON HOANG, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

The authority and format of this agreement has been reviewed and approved for signature.

ANGELA CABADA Digitally signed by ANGELA CABADA
DN: cn=ANGELA CABADA
Date: 2020.04.05 16:30:46 -0700

ANGELA O. CABADA
U.S. Forest Service, Grants Management Specialist

Date

Border Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2500 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-2410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



TODD JOHNS
SHERIFF/CORONER
DIRECTOR


Office of the Sheriff

Office of Emergency Services

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

2B.3.

Memorandum

DATE: May 5, 2020
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns 
RE: Agenda Item for the meeting of May 19, 2020

Recommended Action:

Approve supplemental budget request for funding received from the U.S. Department of Justice, Drug Enforcement Agency in the amount of \$30,000.00.

Background and Discussion:

The Sheriff's Office received an annual funding allotment from the U.S. Department of Justice (USDOJ), Drug Enforcement Administration (DEA) for the Domestic Cannabis Eradication & Suppression Program (DCESP) for 2020 in the amount of \$75,000. At this time, a supplemental budget in the amount of \$30,000 is needed for FY 19/20 as costs will be incurred prior to June 30, 2020. This supplemental budget will allow for the costs to be paid from the DCESP budget and applied to the federal grant funds accordingly.

The remaining balance of grant funds will be budgeted for FY 20/21.

This funding is used specifically for expenses associated with cannabis eradication.

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

TRANSFER NUMBER _____

(Auditor's Use Only)

Department: DCESP - SHERIFF Dept. No: 70348 Date: 5/5/2020

The reason for this request is (check one):

			Approval Required
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 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)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70348	44500	FED. LAW ENFORCEMENT	30,000.00
Total (must equal transfer to total)				30,000.00

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70348	528300	HELICOPTER/AIRCRAFT EXPENSE	30,000.00
Total (must equal transfer to total)				30,000.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) SUPPLEMENTAL BUDGET REQUEST FOR GRANT FUNDING

B) NA

C) EXPENSES WILL BE INCURRED THIS FISCAL YEAR

D) FUNDING AWARDED AFTER BUDGET WAS ADOPTED

Approved by Department Signing Authority: Roni Tower

☒ Approved/ Recommended ☐ Disapproved/ Not recommended

Auditor/Controller Signature: John Miller 5/6/2024

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.

STATE/LOCAL AGENCY 2020 DCESP MONTHLY ACCOUNTING FORM

THE UNIVERSITY OF CHICAGO LIBRARY, 108 E. 5TH ST., CHICAGO, IL

TO BE COMPLETED BY THE STATE/LOCAL AGENCY AND SUBMITTED TO THE DEA DCLSP CONTRACTOR
ALL OTHER FORMS ARE OBSOLETE

State of California
LOA Number 2020-32
LOA Agency Plumas County Sheriff's Department
Month April

COPY

Initial DEA Funds Allocated:	\$75,000.00
------------------------------	-------------

Amendment No. 1

Amendment No 2

Amendement No. 3

DEA Enhancement(s):	\$0.00	\$0.00	\$0.00
---------------------	--------	--------	--------

Total Amount Received:	\$75,000.00	Leasehold Improvements	\$7,500.00
------------------------	-------------	------------------------	------------

Reporting Period	Previous Cumulative	April	Current Cumulative
Aircraft Expenses	\$0.00	\$0.00	\$0.00
Clothing/ Protective Gear	\$0.00	\$0.00	\$0.00
Container/ Space Rental	\$0.00	\$0.00	\$0.00
Equipment** (Not to exceed 10% of allocation)	\$0.00	\$0.00	\$0.00
Miscellaneous Commercial Contracts	\$0.00	\$0.00	\$0.00
Overtime*	\$0.00	\$0.00	\$0.00
Supplies/ Materials	\$0.00	\$0.00	\$0.00
Training	\$0.00	\$0.00	\$0.00
Travel/ Per Diem	\$0.00	\$0.00	\$0.00
Vehicle Rental*	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00

Balance of Funds Allocated - Not Expended:
(Total Funds Allocated - Total Expenditures)

It is also possible that the observed increase in the number of *Ascaris* eggs in the soil is due to the fact that the eggs are more resistant to environmental conditions than the larvae.

\$75,000.00

Signature of Agency Official/Title/Date:

Submit Forms to DCEGP Docket by following by "MAIL ROOM" to the DCEGP Contractor

Signature of DEA DCESP Contractor/Date:

DEA Fiscal CND#

Stephen J. Morse Smith, San Francisco Division 450 Golden Gate Avenue San Francisco, CA 94102

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For the first two cases, the results are consistent with the hypothesis that the two types of information are processed differently. For the third case, the results are consistent with the hypothesis that the two types of information are processed differently.



DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

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

(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

NEAL CAIAZZO
DIRECTOR

DATE: MAY 8, 2020

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 19, 2020 – CONSENT AGENDA

RE: APPROVAL OF CONTRACT FOR VEHICLE MAINTENANCE AND REPAIR
SERVICES

It is Recommended that the Board of Supervisors

Approve and authorize the Board Chair to sign an agreement with Les Schwab – Horton Tire Center for vehicle maintenance and repair for FY 2020-2021. Agreement not to exceed \$20,000.

Background and Discussion

The Department of Social Services annually executes contracts for vehicle maintenance and repair. A contract with Les Schwab – Horton Tire Center is before the Board today for your approval.

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)

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/Public Guardian (hereinafter referred to as "County"), and RSH, Inc., a California Corporation dba Horton Tire Center (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 THOUSAND Dollars (\$20,000.00).
3. **Term.** The term of this Agreement shall be from JULY 1, 2020 through JUNE 30, 2021, unless terminated earlier as provided herein
4. **Termination.** Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics, liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
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:

Department of Social Services/Public Guardian
County of Plumas
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: NEAL CAIAZZO

Contractor

RSH Inc. dba Horton Tire Center
116 E. Main Street
Quincy, CA 95971
Attention: STEPHANIE HORTON

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

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

CONTRACTOR:

RSH Inc., a California Corporation

By:

Name: RON HORTON

Title: CEO

Date signed:

By: _____

Name: STEPHANIE HORTON

Title: CFO

Date signed

COUNTY:

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

By: _____

Kevin Goss, Chair

Board of Supervisors

Date signed: _____

ATTEST:

By: _____

Nancy DaForno

Clerk of the Board of Supervisors

Approved as to form



Gretchen Stulac

Deputy County Counsel III

EXHIBIT A

Scope of Work

1. Provide the following automotive repair services on an as-needed basis upon request of the County:
 - a. Lube, oil, and filter changes (LOF)
 - b. Sale and installation of new tires.
 - c. Tire rotation.
 - d. Mounting and balancing of tires.
 - e. Vehicle alignment.
 - f. Brakes and shocks repair and replacement.
 - g. Transmission Service
2. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B**Fee Schedule**

1. Labor shall be charged at \$130/hr.
2. Prices for tires quoted prior to installation.
3. Prices for brake service quoted after inspection.
4. Front end alignment shall be charged at \$80.00. Alignment service on all four wheels shall be charged at \$110.00.
5. L.O.F 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

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 11, 2020

TO: THE HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR MAY 19, 2020, CONSENT AGENDA

RE: APPROVE AND AUTHORIZE THE DIRECTOR OF THE DEPARTMENT OF SOCIAL SERVICES TO SIGN A NON-FINANCIAL AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FOR LEGAL REPRESENTATION ON APPEALS OF NOTICES OF ACTION IN CONNECTION WITH THE RESOURCE FAMILY APPROVAL PROGRAM

It is Recommended that the Board of Supervisors

1. Approve an agreement with the California Department of Social Services for legal representation in matters connected with the appeal of Notices of Action issued in the Resource Family Approval program operated by the Plumas County Department of Social services.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

Background and Discussion

The Department of Social Services is operating the Resource Family Approval program, a program that reviews and approves requests from fostering families who wish to become part of the Resource Family system. In that system, families are provided with additional training and resources to provide added support for children in the foster care system. Although it is not likely to happen, applicants for this program could be denied. Under that circumstance they would be accorded a right of appeal of the denial. This agreement provides that in the event such a circumstance happens the CDSS Legal Division will provide legal representation to the Department of Social Services.

Financial Impact

This is a non-financial agreement. There is no cost to the county for representation.

Copy: DSS Management
Janell Sommer, Administrative Assistant

Enclosure

STANDARD AGREEMENT

ATTACHMENT NUMBER

19-SC57

PURCHASING AUTHORITY NUMBER (If Applicable)

S 2713 (Rev. 03/2019)

1. This Agreement is entered into between the Contracting Agency and the Contractor as follows:

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH/END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$0.00 - Zero Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement:

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	22
Exhibit A - Attachment 1	General Terms and Conditions	7
Exhibit A - Attachment 2	Information Security Requirements	7
Exhibit A - Attachment 3	State of California Public Liability and Workers' Compensation Insurance	1
Exhibit A - Attachment 4	State of California Automobile Liability/Physical Damage	1
Exhibit B	Budget Detail and Payment Provisions	5

Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/03-References>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partner, sole proprietor)

County of Plumas

CONTRACTOR BUSINESS ADDRESS

270 County Hospital Road, Suite 207

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

4.30.2020

Approved as to form:

4/5/2020

Gretchen Stahr

County Plumas County Counsel

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

SDG 213 (Rev. 04/2019)

AGREEMENT NUMBER

19-5057

PURCHASING AUTHORITY NUMBER (if applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTING AGENCY ADDRESS

744 P Street, M.S. D-G 747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tammy T. Gorman

TITLE

SSM1, Contracts and Purchasing Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if applicable)

Exempt per SCM Vol 1 - Chapter 4.04.(A)(2)

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SCOPE OF WORK

This Agreement is entered into by and between the California Department of Social Services, hereinafter referred to as the CDSS, and the County of Plumas, hereinafter referred to as the County, for the purpose of establishing the responsibilities of the CDSS and the County in the provision and receipt of certain services, including legal consultation and legal representation in administrative action appeals as described within section III of this Agreement, associated with the Resource Family Approval (RFA) program of the County child welfare services agency and the State of California, pursuant to California Welfare and Institutions Code section 16519.5 et seq. Hereinafter, the County and CDSS may be referred to collectively as the "Parties", or individually as a "Party". If identified below in Section VII, the CDSS and County have agreed that certain services for the family evaluation, complaint investigations or home health and safety assessments shall be provided as described in Sections IV, V and VI of this Agreement.

I. Background

The RFA program was created to provide a unified, family-friendly, and child-centered process to replace the multiple processes for licensing foster homes, approving relatives and nonrelative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code Section 30029.7, subdivision (a)(3), the County and CDSS may enter into an agreement for CDSS to provide services or activities related to RFA. The County and CDSS have identified certain services or activities to be provided by CDSS in order to expedite the delivery of services to children and nonminor dependents who reside or may reside in a resource family home.

II. Definitions

- A. "County" means the largest political division of the State having corporate powers, wherein the County's powers are exercised through its board of supervisors or through agents and officers acting under the authority of the board or authority conferred by law (Govt. Code § 23000 et seq.). As used in this Agreement, the County includes agents, officers, directors, and County employees who conduct RFA activities on behalf of the County, as described in Welfare and Institutions Code section 16519.5 et seq.
- B. "Resource Family Approval" or "RFA" program means the program wherein an applicant seeks to meet the home environment assessment and permanency assessment standards of the State of California as set forth by CDSS, with an approval provided by the County or applicable Foster Family Agency. This approval is in lieu of the existing foster care license, relative or nonrelative extended family member approval, and the adoption home study.

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- C. "Respondent" means an applicant, resource family parent, or individual who has been served with a Notice of Action and is the subject of an administrative action. For matters that shall be heard by the CDSS State Hearings Division, a "Respondent" also means a "claimant," as defined in CDSS Manual of Policy and Procedures section 22-001.
- D. "Written Directives" (WDs)¹ means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. (See WDs section 3-01(a)(10).) The WDs have the same force and effect as regulations; ensure that a county uses the same standards for RFA; and ensure that a county does not implement policies or procedures that conflict with or attempt to supersede the WDs; (WDs section 2-01.)

III. Legal Consultation and Legal Representation on Appeals/State Hearings Division (SHD) and Office of Administrative Hearings (OAH)

A. Role of the CDSS Legal Division in the Provision of Legal Consultation and Legal Representation on Appeals:

1. The CDSS Legal Division shall act as the sole legal representative on behalf of the County in the provision of legal consultations and legal representation on appeals to an RFA Notice of Action. The County is the client and is the final decision maker on decisions affecting the legal rights of the County
 - a. The Parties shall maintain confidentiality in all communications in accordance with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships
 - i. For the purposes of this section, the County shall ensure that the agents, directors, officers, and employees of the County who conduct RFA activities on behalf of the County, are familiar with and follow applicable laws for privacy and confidentiality, as well as protect and maintain the confidential nature of the communications created by attorney-client relationships, including, but not limited to, Evidence Code section 952 and applicable case law.
2. Except as otherwise provided in this section, the CDSS Legal Division will represent the County on all appeals to an RFA Notice of Action for denial or rescission of resource family approval, denial or rescission of a criminal record exemption, or exclusion of an individual and shall appear on behalf of the County at all proceedings related to such actions that are heard by the SHD or the OAH. Nothing in this section shall preclude a County representative from being present at a RFA hearing.

¹ Version 6 of the Written Directives was used as a reference in creating this agreement. The Written Directives may be revised by CDSS during the term of this Agreement and shall be in effect from the date of revision.

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3. If the County chooses to represent itself on an appeal in an individual case, it shall not send a Statement of Facts as described in Section III(D) to the CDSS Legal Division to request representation and shall not seek legal advice or direction from the CDSS Legal Division. In those cases, the County hearing representative will receive legal advice and direction from County Counsel or their designee. The CDSS Legal Division will not provide legal representation or advice.
4. The Parties agree that CDSS Legal Division's scope of work shall not include legal consultation or representation regarding the following:
 - a. Writs or lawsuits or similar actions filed by or against the County, except that the CDSS Legal Division may be available to consult with the County on any such actions arising out of an RFA action as described herein;
 - b. Requests for information or documents from the County such as Public Records Act requests or subpoenas issued to the County;
 - c. Placement of a dependent child or nonminor dependent;
 - d. Relative or non-relative extended family member approvals pursuant to the "Harris" case;
 - e. Child Abuse Central Index grievance hearings;
 - f. Dependency or delinquency matters;
 - g. Assistance with issuing or serving an investigatory subpoena or warrant;
 - h. Hearings or proceedings regarding jurisdictional disputes where no Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption, has been served;
 - i. Defending the county on a Temporary Suspension Order (TSO), and
 - j. Any other matter within the authority and direction of the County Counsel

B. Duties of the County and the CDSS Legal Division Regarding Consultation.

1. In compliance with the WDs or regulations issued pursuant to Welfare and Institutions Code section 16519.5, the County is required to consult with legal counsel prior to service of a Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption; and is required to consult with the CDSS Legal Division when recommending the exclusion of an individual.
2. Pursuant to this Agreement, legal consultation for denials or rescissions for which the County seeks CDSS Legal Division representation shall be with the CDSS Legal Division, and not County Counsel.

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3. The County may request a legal consultation with the CDSS Legal Division regarding legal or evidentiary issues related to an investigation, family evaluation or other matters affecting the approval.
4. If the County seeks a TSO against a resource family's approval, in addition to consulting with the CDSS Legal Division on the matter, the County shall consult with their County Counsel prior to service of a TSO.
5. Legal consultation shall not include technical assistance regarding program requirements or procedures, RFA implementation or statewide policies; these issues shall be referred to the CDSS RFA County Liaison, RFA Policy Analyst, or RFA Inbox.
6. The County shall work with the CDSS RFA County Liaison to schedule a regular monthly legal consult meeting. If a matter is urgent, such as a situation warranting the immediate exclusion of an individual or a TSO, the County may contact their CDSS RFA County Liaison by phone, email or in-person and request an urgent consult with their assigned CDSS Legal Division consulting attorney.
7. Prior to a scheduled legal consult, the County shall obtain the evidence necessary to support the information contained in the legal consultation memo related to the County's finding, position, or action requested.
8. The County shall prepare a confidential legal consultation memo for each matter upon which legal advice is sought through a consult with the CDSS Legal Division. A copy of the RFA legal consult memo form can be obtained through the CDSS RFA county liaison. Upon request, the CDSS RFA County Liaison will provide technical assistance to the County regarding the program requirements or procedures including but not limited to family evaluations, RFA implementation, statewide policies, legal consult procedures or how to draft the Notice of Action, legal consultation memo or statement of facts. Both Parties shall maintain the confidentiality of all attorney-client communications, including the legal consult memo.
9. Using a secure or encrypted format, or a secure file transfer protocol, the County shall send a properly completed legal consult memo, the draft Notice of Action, as well as relevant attachments related to the request for consult including, but not limited to, investigations, court records or arrest reports. These documents shall be sent to the CDSS RFA County Liaison and the consulting attorney at least five (5) business days prior to the date of the regularly scheduled consult.
10. The consult meeting is an opportunity for the CDSS Legal Division consulting attorney and CDSS RFA County Liaison to discuss the information in the consult memo provided by the County with the appropriate County staff. Accordingly, the County should make its best efforts to have the assigned County RFA worker or probation officer with knowledge of the facts described in the consult memo present at the consult. If the approval worker or probation officer cannot attend in

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person, the worker or probation officer should attend by teleconference. If that is not possible, the supervisor who is familiar with the facts of the matter shall attend.

11. If a matter to be discussed at the consult involves a recommendation for an exclusion action, a family evaluation conducted by CDSS, an investigation conducted by CDSS, or dual or multiple programs (e.g., RFA and a child care license), the County shall identify and request the appropriate CDSS RFA staff, CDSS adoptions staff or CDSS Community Care Licensing Division (CCLD) staff to attend or teleconference into the consult.
 - a. The County may request the assistance of the CDSS RFA County Liaison in arranging for the necessary CDSS staff to attend.
 - b. The County and CDSS shall share evidence and information regarding related investigations, assessments, or actions as required by the WDs.
 - c. Agents of the County who conduct activities as described in Welfare and Institutions Code section 16519.5 may be present during the portion of a consultation that is applicable to a matter for which the agent acted on behalf of the County, and for which the agent's presence is needed to discuss the information in the consult memo provided by the County. The County shall ensure that the agent of the County is aware of and complies with the confidentiality of the legal consult, the legal advice provided, and the confidentiality of any information shared, as required by law.
12. The CDSS Legal Division consulting attorney shall review the legal consult memo, the draft Notice of Action and attachments and shall advise the County regarding the Notice of Action, the proper hearing forum, and any other matter related to an investigation or proposed action. If the legal consult memo or draft Notice of Action are incomplete, said attorney may return them to the County to complete them or refer the County to the CDSS RFA County Liaison for technical assistance.
13. The CDSS Legal Division consulting attorney shall document the legal advice in writing within 3 to 5 business days, or as agreed upon at the consult, and submit the documentation to the County and the CDSS RFA County Liaison. If the matter involves dual or multiple programs or an exclusion action, the CDSS Legal Division consulting attorney shall provide the relevant CCLD Regional Office staff (licensing action) or CDSS RFA County Liaison (RFA exclusion action) with a copy of the consult memo and legal advice.
14. If the advice of the CDSS Legal Division consulting attorney is to proceed with an action that affects the approval, the County should notify the child(ren)'s placement worker, as applicable.
15. If the County fails to comply with the requirements of this Section III(B), the County waives its right pursuant to this contract to have CDSS Legal Division representation on the appeal.

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C. County Duties Regarding Processing the Notice of Action and Appeal (NOA)

1. The County shall serve the NOA in accordance with Welfare and Institutions Code section 16549.6 and the WDs or regulations. The County shall ensure the file contains adequate documentation regarding service of the Notice of Action to the correct address, such as certified mail receipts, and/or a proof of service in accordance with WDs, Article 12: Due Process
2. If the matter includes an exclusion action or CCLD action, the County shall coordinate administrative actions, including service of the Notices of Action, notice of a related licensing action by CCLD, an exclusion order, or the filing of formal pleadings, with CDSS. (WDs, Article 12.)
3. If an appeal is filed, the County is responsible to comply with the law, WDs or regulations, and internal procedures including, but not limited to, the following:
 - a. Date-stamp the appeal and envelope;
 - b. Update the appeal status in the Notice of Action database (in AARS);
 - c. For OAH cases, immediately send the acknowledgment of appeal to Respondent and begin preparing the case for the CDSS Legal Division as described in paragraph III.D;
 - d. For SHD cases, begin preparing the case to be sent to the CDSS Legal Division at the same time the appeal is forwarded to the SHD as described in paragraph III.D;
 - e. Obtain legal case number from CDSS RFA County Liaison and add number to Statement of Facts; and
 - f. Forward the appeal to SHD by uploading the NOA and appeal to SHD's Appeals Case Management System (ACMS)

D. Preparing the Case to Send to the CDSS Legal Division After Receipt of an Appeal.

1. To obtain the CDSS Legal Division's representation on an RFA appeal, the County shall prepare a Statement of Facts using the current versions of the following confidential attorney-client forms:
 - a. Form RFA-9029: Statement of Facts Summary Sheet – Resource Family
 - b. Form RFA- 9029C: Complaint and Immediate Deficiencies Log Continuation
 - c. Form RFA-9029D: RFA Statement of Facts Dividers
 - d. Form RFA-9029W: Witnesses Continuation
2. For SHD cases, the County shall prepare the Statement of Facts, a draft position statement, and copies of all approval file documents within ten (10) business days of receipt of an appeal. The documents shall be sent electronically to the CDSS Legal Division by encrypted email or Secure File Transfer (in AARS) at the same time the appeal is forwarded to SHD (WDs, Article 12). The County shall maintain the confidentiality of the attorney-client privileged Statement of Facts forms during any transmission of the forms or in any files maintained by the County. The County

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shall use the draft position statement template provided by CDSS when drafting the position statement.

3. For OAH cases that involve a TSO or immediate exclusion action, the County shall prepare the Statement of Facts forms and copies of the RFA documents and evidence identified in the RFA 9029D: RFA Statement of Facts Dividers and send to the CDSS Legal Division by encrypted email or Secure File Transfer within ten (10) business days of receipt of the appeal. Hard copies of the original documents shall also be sent by mail.
 4. For all other OAH cases, the County shall prepare and mail to the CDSS RFA County Liaison the Statement of Facts forms and originals of all relevant documents within thirty (30) days of receipt of the appeal. The CDSS RFA County Liaison will review the documents, provide any technical assistance necessary, and then forward to the CDSS Legal Division.
 5. The County shall make its best efforts to obtain certified court and law enforcement or other relevant records prior to sending the case to the CDSS Legal Division. If certified records are received after the case has been forwarded, then the County shall forward them to the CDSS Legal Division.
 6. Prior to finalizing the Statement of Facts, the County shall verify that the witness list contact information in Form RFA-9029: Witness List is current and updated, including the current placement and placement worker information for any child or nonminor dependent victim or witness.
- E. Duties of the County and CDSS Legal Division after the CDSS Legal Division Receives the Case:
1. Upon receipt of the case file, the CDSS Legal Division shall be responsible for the following:
 - a. Logging the case into the Legal Case Tracking System (LCTS) and immediately assigning the case to a CDSS Legal Division hearing attorney.
 - b. Preparing a new case memo identifying the hearing attorney and the hearing attorney's contact information and emailing it to the County staff identified on the Statement of Facts and the CDSS RFA County Liaison.
 2. The CDSS Legal Division hearing attorney will review the complete file to determine if the evidence is sufficient to go forward with the requested administrative action. If not, the County will be consulted, and the file may be closed without filing and sent back to the County for an informal resolution or to obtain more evidence.
 3. For cases to be heard at SHD, the CDSS Legal Division hearing attorney will review the draft Position Statement prepared by the County and work with the County to finalize it. Provided that the County provides the necessary and relevant information in a timely fashion, the CDSS Legal Division is responsible for filing the

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Position Statement and exhibits with SHD. The County shall be responsible for making available to Respondent all relevant documents in the County's possession in accordance with the WD's. Prior to disclosure to Respondent, the County shall withhold or redact documents that are confidential or privileged as required by law.

4. For cases to be heard at OAH, the hearing attorney will prepare, sign and file the Accusation or Statement of Issues in accordance with the County's request in the Statement of Facts case summary and serve on the Respondent(s):
 - a. A copy of the filed Accusation or Statement of Issues will be provided to the County welfare director or chief probation officer or designee.
 - b. If there are any substantive changes to the allegations at issue that were identified in the Statement of Facts case summary provided by the County, the CDSS Legal Division shall consult the County welfare director, chief probation officer, or designee for approval prior to filing the Accusation or Statement of Issues.
 - c. A CDSS Legal Division attorney may sign an amended Accusation or Statement of Issues on behalf of the County, if the amendment is approved by the welfare director, probation officer or designee. The CDSS Legal Division shall file a copy of the amended pleading with OAH, as applicable.
5. If a resolution is sought prior to hearing, the CDSS Legal Division will discuss settlement options with the County, Respondent, CCLD or CDSS Program if applicable, draft the settlement agreement, and supervise its finalization. The County shall have the final decision on whether to approve a settlement. If a Respondent seeks to withdraw the appeal or notice of defense, the CDSS Legal Division shall prepare a written withdrawal for Respondent to sign, and if the matter has been set for hearing, submit a copy to the Administrative Law Judge.
6. For OAH cases, the CDSS Legal Division will prepare and serve documents on Respondent in accordance with Government Code sections 11507.5 and 11507.6
7. While the RFA administrative action is pending, the County shall keep the assigned CDSS Legal Division hearing attorney informed of new developments that occur prior to the hearing (e.g., new arrests or new evidence), and of any changes in the Respondent's address or other contact information. The County shall timely forward any phone calls or correspondence from Respondent, his or her authorized representative, or SHD to the CDSS Legal Division hearing attorney.
8. The County shall assist the CDSS Legal Division, if necessary, in locating witnesses, with the service of subpoenas for appearance at hearing, and with the transportation of witnesses to the hearing. The County shall notify the assigned CDSS Legal Division hearing attorney if there are concerns about the testimony of a child or similarly vulnerable witness at hearing as specified in WDs, Article 12. The County shall assist the CDSS Legal Division hearing attorney in providing information or facilitating contact with the witness's placement worker or treatment provider if a motion to protect the witness is determined to be necessary. The

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County shall provide for the use of one-way closed-circuit television or video in accordance with WDs, section 12-16 (Conduct of Hearing; Confidentiality and Procedures), as applicable.

9. The CDSS Legal Division will represent the County at the prehearing conference, settlement conference, and hearing before SHD or OAH, and prepare any necessary motions, briefs, subpoenas or other hearing documents.
 10. The County shall be responsible for the following hearing-related duties and costs, including but not limited to the following:
 - a. Reserving hearing rooms;
 - b. Interpreters;
 - c. Court reporters;
 - d. Witness and expert witness fees;
 - e. Security, if it is determined by the CDSS Legal Division hearing attorney, the county or an administrative law judge that a threat exists to the health and safety of those persons attending a hearing;
 - f. Obtaining records needed for hearing; and
 - g. Other hearing-related costs.
 11. Following the SHD or OAH hearing, a proposed decision is adopted or rejected by the CDSS Director or designee. If the decision is rejected, the CDSS shall review the record and prepare the final decision and order, in accordance with the established standard.
 12. The CDSS will serve the final decision and order on all parties, including the County.
 13. The CDSS Legal Division may represent the County in a request for reconsideration of the decision and order, a request for rehearing, or a request to set aside a default decision and order. If a conflict of interest exists, then representation by CDSS Legal Division shall be subject to the written consent of the parties and compliance with the Rules of Professional Conduct and paragraph G of this section.
 14. The CDSS Legal Division shall update the statewide data system (i.e., AARS) with the final order or resolution.
- F. Conflict Resolution:
1. If the County and the CDSS Legal Division consulting or hearing attorney disagree with how to proceed on a matter, the matter shall be resolved as follows:
 - a. The matter shall be elevated to the County RFA supervisor and the CDSS Legal Division attorney's supervisor to meet and confer to resolve the matter.

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- b. If no agreement is reached, the matter shall be elevated to the next County supervisor or manager level, and for the CDSS Legal Division, to the Assistant Chief Counsel to meet and confer to resolve the matter.
 - c. If still no agreement is reached, the matter shall be elevated to the Senior Assistant Chief Counsel and the equivalent County RFA program manager level to meet and confer to resolve the matter.
 2. The County has the final decision on how to proceed on a matter, which shall be consistent with the CDSS Legal Division attorney's ethical duties regarding the minimum standards of evidence necessary to proceed with an action and the considerations identified below in paragraph III.F.3. of this Section.
 3. The resolution discussion shall include consideration of the minimum legal requirements for an action in the applicable statutes and WDs or regulations, any risks attendant to administrative litigation including a negative outcome at hearing, any risks to the health and safety of a child or nonminor dependent that may be caused by a failure to take action, and CDSS oversight responsibilities as mandated by law.
 4. Nothing in this section shall interfere with the Parties' termination rights and the right of the CDSS Legal Division to withdraw from representation pursuant to the terms of this Agreement or applicable law.
- G. Professional Responsibility; Conflict of Interest in Representation
 1. The County acknowledges that the attorneys within the CDSS Legal Division have an ethical and legal duty to avoid a conflict of interest or the appearance of a conflict of interest when providing legal services to the County.
 2. Pursuant to the California Rules of Professional Conduct, the CDSS Legal Division's attorneys may not be permitted to represent a client when there is a conflict of interest. If applicable, the CDSS Legal Division attorney is required to take certain actions which may include, but are not limited to, withdrawal from representation for individual cases or obtaining informed written consent from each client for individual cases.
 3. The Parties acknowledge that there exists an appearance of a conflict of interest or an actual conflict of interest due to the CDSS Legal Division representing both CDSS and the County in administrative actions falling within the jurisdiction of both agencies. By the signing of this Agreement, the Parties are providing their written consent to the CDSS Legal Division's dual representation of both CDSS and the County, where applicable.
 4. In all other matters in which there exists an appearance of a conflict of interest or an actual conflict of interest, the CDSS Legal Division consulting or hearing attorney shall report the conflict to the County in writing as soon as possible after discovering the conflict. Potential conflicts of interests that may arise in RFA matters include, but are not limited to, the following:

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- a. Dual program matters involving an RFA and licensing action where the County and CDSS disagree on how to proceed;
- b. Conflicts regarding the CDSS oversight function over the County's RFA program;
- c. Conflicts due to a lawsuit pending against CDSS or the County, and
- d. A request by the County for reconsideration of a CDSS issued order

H. Withdrawal from Representation

1. If a County fails to follow legal advice or fails to perform any of its duties as set forth in this Agreement, the CDSS Legal Division retains the right to withdraw on referred cases by sending a written notice identifying those case(s) from which it is withdrawing to the County as specified in Exhibit A, Attachment 1, page 4, Paragraph O (Notices), subparagraphs 2 (United States Mail) or 3 (Facsimile).
2. The Parties acknowledge and agree that the CDSS Legal Division must decline or terminate representation on cases as required by the California Rules of Professional Conduct.

IV. Family Evaluation

A. Provision of Family Evaluation Services

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide family evaluation services on behalf of the County, in part or in full, this Section IV provides the terms and conditions of such services.
2. In conducting the family evaluation services, the CDSS Adoptions Services Bureau will adhere to the requirements specified the Welfare and Institutions Code section 16519.5 and the RFA WDs sections: Definitions, 3-01, Forms, 3-02; County Reporting Requirements, 4-03; Implementation of Resource Family Approval Program by a County, 4-05; and Family Evaluation, 6-05.

B. The CDSS Adoptions Services Bureau and County agree to coordinate efforts in the following areas:

1. Exchange of information about resource family applicants and keeping each Party informed of general progress in the family evaluations and changes that may affect the evaluation. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family.
2. Communication regarding the general progress of the evaluation that may affect the work provided by each Party, including potential inability to complete the evaluation, as needed.

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3. Establishing mutually agreed upon timelines for completing the family evaluation.
4. Complying with the applicable laws and the RFA WDs relevant to family evaluations.
5. Providing other appropriate and necessary coordination as needed.

C. Responsibilities of the County

1. The County will take the following actions
 - a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a family evaluation
 - b. Securely provide all necessary documents to the CDSS Adoptions Regional Office in order to conduct a family evaluation, including, but not limited to, RFA applications, health history screening results, personal letters of references, whether criminal record clearances or exemptions were granted or denied, substantiated reports of child abuse and neglect, Department of Motor Vehicles (DMV) records, and employment verifications.
 - c. Notify resource family applicants that the County may share confidential information with CDSS to conduct a family evaluation and that CDSS will perform the family evaluation for the County.

D. Responsibilities of the CDSS

1. The CDSS will take the following actions:
 - a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be a Licensed Clinical Social Worker for each family evaluation.
 - b. Conduct an evaluation of resource family applicants according to the RFA WDs section 6-05, Family Evaluation.
 - c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WDs section 6-05(a)(2).
 - d. Request approval from the County to refer an applicant for a psychological evaluation, drug and alcohol assessment or testing, counseling, or other services during the evaluation as necessary. Associated costs of the services of the referrals shall be the responsibility of the County and paid by the County outside this Agreement to the applicable service provider

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- e. Prepare a written family evaluation that includes an evaluation of the information obtained during a family evaluation of the resource family applicant, including a risk assessment, and recommendations that RFA be approved or denied.
- f. CDSS will provide the County with the written family evaluation report within sixty (60) days of receipt of the referral for the family evaluation, with priority for completed family evaluations for relatives with emergency placements, unless further information is needed to complete the evaluation.
- g. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a family evaluation are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
- h. Provide for a copy of the family evaluation file upon request of the County staff responsible for the provision of RFA services.
- i. Provide a CDSS Adoptions Specialist to testify as to the family evaluation if the results of a family evaluation are at issue during an administrative hearing.
- j. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the family evaluation for ninety (90) days after an evaluation is provided to the County. Hereafter, the family evaluation file shall be securely delivered to the County. The County shall retain the closed evaluation file in accordance with the retention policies of CDSS. Access to a copy of the family evaluation file shall be made available to CDSS (or its agents or representatives) upon request in the event of audit, or as required or permitted by law.
- k. For each request, the County shall provide a copy within ten (10) business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by CDSS for an urgent request.

E. Conflict Resolution

- 1. The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding resource family evaluation services provided by the Parties for a particular individual will be resolved as follows:
 - a. The primary social worker from the County and the CDSS will meet and confer to resolve differences regarding a particular family evaluation.
 - b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

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- c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.
- d. If the differences remain unresolved through the process specified above, the matter will be referred to the next higher level of management for each of the Parties until the matter is resolved.

F. Conflict of Interest

1. The CDSS Adoptions Regional Office staff conducting family evaluations shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.
2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-C2(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the evaluation to another Adoptions Specialist.

V. Complaint Investigations

A. Agreement to Provide Complaint Investigation Services

1. The County and CDSS agree that the CDSS CCLD shall investigate on behalf of the County all complaint allegations made against resource families, if these services are identified in Section VII; this Section V provides the terms and conditions agreed upon by the Parties for all such investigations.
2. In conducting complaint investigations, the CCLD Regional Office will adhere to the requirements specified in RFA WDs sections 3-01, 3-02, 4-03, 4-05, and 9-06A.

B. Coordination of Efforts

The CDSS and County agree to coordinate efforts in the following areas:

1. As necessary, exchange information about each resource family complaint investigation and keep each Party informed of general progress in the complaint investigation and changes that may affect the result. This exchange may include, but is not limited to, any information (e.g. concerns, post complaint events, or adverse actions) relevant to the complaint investigation.
2. As needed, communicate the general progress in the complaint investigation that may affect the work provided by each Party, including potential inability to complete the complaint investigation.

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(Standard Agreement)**

3. Establish mutually agreed upon timelines for providing requested information or responses for actions not specified in the RFA WDs or applicable law.
4. Provide other appropriate and necessary coordination as needed.

C. Complaint Referral to the CCLD

1. After the preliminary review specified in RFA WD section 9-06A(c), the County will refer each complaint that requires an investigation to the appropriate CCLD Office within one (1) business day following receipt of the complaint as specified in RFA WD section 4-03(e).
2. The referral must be in writing and include the physical address location of the County's file for the resource family, the contact information of the custodian of the resource family's file, the contact information of the complainant, and detailed information regarding the complaint allegation.

D. Complaint Assignment

1. Upon receipt of the complaint referral, the CCLD Regional Office shall create a file and associated file complaint number in a CCLD database for each resource family complaint investigation.
2. Upon receipt of the referral of the complaint, the CCLD Regional Office will immediately assign the complaint to staff for investigation.
3. Upon assignment, the assigned CCLD Regional Office staff will contact the custodian of the resource family file and undertake a process to secure access to the resource family file or a copy of the file.
 - a. The County agrees to allow the CCLD Office staff to have access to the resource family's file or to be provided a copy, upon request. If a copy will be provided electronically, the County is responsible for securely transferring the file to the appropriate CCLD Regional Office staff.

E. File Review and Initial Complaint Investigation

1. Upon receipt of a copy of the resource family's file or access to the file, the CCLD Regional Office staff shall undertake the following:
 - a. Review the file for any conflicts of interest in order to comply with the conflict of interest provisions in RFA WDs section 9-06A(c) and (p).

**EXHIBIT A
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- i. If a conflict exists or appears to exist, the CCLD Regional Office staff shall immediately report the conflict to his or her supervisor, who may transfer responsibility for the complaint investigation to another staff member.
- b. Review the resource family's file and any related licensing files.
- c. Confirm whether any adverse action against the resource family is currently in process by CDSS or the County, or previously undertaken or concluded by either Party. If such exist, documentation regarding the adverse action shall be made available by the County or other Division of CDSS.
- i. The additional documentation of any adverse actions shall be reviewed and made a part of the complaint investigation file.

2. Initial Investigation Activities

- a. The CCLD Regional Office staff will interview the complainant, if known.
- b. Witnesses of the alleged RFA violation may be contacted by the CCLD Regional Office during the initial investigation and throughout the period the complaint investigation remains open.
- c. Any documentation received during the complaint investigation shall be made a part of the complaint investigation file.

F. The Initial 10 Day Visit to the Resource Family Home

1. The CCLD Regional Office staff will conduct an unannounced visit to the resource family's home within ten (10) calendar days of receipt of the complaint referral, except as specified in RFA WDs section 9-06A(j), (k), and (o).
2. The initial 10-day visit shall be fully documented in the CCLD complaint investigation file.

G. New Allegations

The CCLD Regional Office staff shall immediately report any new allegation(s) disclosed during an investigation to the County.

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H. RFA Deficiencies

The CCLD Regional Office staff shall report any known or potential deficiencies unrelated to the complaint to the County so the County RFA staff can take appropriate action in response.

I. Further Investigation Required

The CCLD Regional Office staff will notify the County if the complaint investigation cannot be completed within ninety (90) days after the initial 10-day visit because further investigation is required.

J. Complaint Investigation Report

1. The CCLD Regional Office staff will prepare a written complaint investigation report containing a finding for each allegation as either substantiated, inconclusive, or unfounded.
2. The CCLD Regional Office staff will forward the written complaint investigation report to the County upon completion.
3. If the County disagrees with the CCLD Regional Office complaint investigation report findings, then it shall contact the CCLD Regional Office to discuss and/or to request additional clarification.

K. Notification to Resource Family and Complainant

1. Upon receipt of the complaint investigation report, the County shall deliver a copy of the complaint investigation report to the resource family.
2. Upon request by the County, the CCLD Regional Office staff responsible for the complaint investigation report will provide technical assistance.
3. The County shall notify the complainant, if known, of the findings of the complaint investigation.

L. Follow-Up

For substantiated findings, the County RFA staff shall develop a corrective action plan for the resource family to correct identified deficiencies, or may take other action as specified in the RFA WDs. Nevertheless, if a County determines that it is not possible to correct an identified deficiency, then the County shall document the deficiency and may proceed with the necessary administrative action as specified in the RFA WDs.

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M. Cross-Reporting Investigation Results

The County shall report investigation results as specified in applicable law, RFA WDs section 4-04 and 9-06C, or as required by this Agreement.

N. Records

1. Absent threatened or pending litigation or other good cause identified by CDSS, records related to the complaint investigation shall be held by the CCLD Regional Office for the duration of this Agreement and for three (3) years following the expiration or termination of this Agreement or three (3) years following the end date of the provision of complaint investigation services, whichever first occurs. Thereafter, the records for the complaint investigations specified in this Agreement shall be delivered to the County.
2. Within ten (10) calendar days of the County's written request, the CCLD Regional Office shall provide a copy of any complaint investigation file created pursuant to this Agreement.

O. Reporting Complaints with Investigations Pending

The CCLD Regional Office shall provide to the County monthly written reports of complaint investigations open longer than ninety (90) days and subject to further investigation.

VI. Home Health and Safety Assessment

A. Provision of Home and Health Safety Assessment Services

1. If identified in Section VI that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide home health and safety assessment services on behalf of the County, in part or in full, this Section VI provides a description of the services and the responsibilities of the Parties.
2. In conducting the home health and safety assessment services as described in the WDs, Article 6, section 6-02: Home Environment Assessment, paragraph (a) (2), the CDSS Adoptions Services Bureau will adhere to the requirements specified in the Welfare and Institutions Code section 16519.5, the most recently published version of the RFA WDs, and the most recently published version of the Form RFA-03², Resource Family Home Health and Safety Assessment Checklist (hereinafter referred to as Form RFA-03). As appropriate CDSS shall refer to the WDs, to complete the Form RFA-03 and provide the required summary.

² The RFA-03 form includes applicable instructions in the WD sections 11-01 through 11-16 regarding First Aid supplies including but not limited to provisions regarding self-administering, storing and documenting.

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B. The CDSS Adoptions Services Bureau and the County agree to coordinate efforts in the following areas:

1. Exchange information about resource family applicants and keep each other informed of general progress in the home health and safety assessment and changes that may affect the assessment. This exchange may include, but is not limited to, any information (e.g., complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family applicant(s).
2. As needed communicate the general progress in the assessment that may affect the work provided by each Party, including facts or circumstances which may delay or prevent the completion of the assessment within sixty (60) days.
3. Establish mutually agreed upon timelines for completing the home health and safety assessment when such cannot be completed within sixty days. Comply with the RFA WDs relevant to home health and safety assessments.
4. Provide other appropriate and necessary coordination as needed.

C. Responsibilities of the County

1. The County will take the following actions:
 - a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a home health and safety assessment.
 - b. Timely provide all necessary documents to the CDSS Adoptions Regional Office, using a secure or encrypted format, or a secure file transfer protocol, so that each home health and safety assessment may be completed within sixty (60) days.
 - c. Notify resource family applicants that CDSS will perform the home health and safety assessment for the County.
 - d. Conduct the background checks and related activities as described in the RFA WDs, section 6-03A.
 - e. For items identified as incomplete in the Home, Health and Safety Assessment provided by CDSS or form RFA 03 the County shall be responsible for verifying completion prior to approval of the resource family.

D. Responsibilities of the CDSS

1. The CDSS will take the following actions:
 - a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be bilingual, and/or a Licensed Clinical Social Worker for each home health and safety assessment.

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- b. Conduct a home health and safety assessment according to the RFA WDs section 6-02(a)(2): that includes all of the following: A health and safety assessment of the home and grounds, outdoor activity space and storage areas of the applicant's home using form RFA-03: Resource Family Home Health and Safety Assessment Checklist, to determine compliance with certain sections of Article 11 of the WDs and, if applicable, section 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.
- c. Prepare a summary of the home health and safety assessment in a written format that includes an evaluation of the information obtained during a home health and safety assessment of the resource family applicant's home and property, e.g. if there are items that needed to be repaired or purchased.
- d. CDSS will provide the County with the written summary report, that also includes the completed Form RFA 03, within sixty (60) days of receipt of the referral from the County for the home health and safety assessment.
- e. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a home health and safety assessment are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
- f. Provide for a copy of the home health and safety assessment file upon request of the County staff responsible for the provision of RFA services.
- g. Provide a CDSS Adoptions Specialist to testify in regards to the home health and safety assessment if the results of a home health and safety assessment are at issue during an administrative hearing.
- h. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the home health and safety assessment for ninety (90) days after an assessment is provided to the County. Thereafter, the home health and safety assessment file shall be securely delivered to the County. The County shall retain the closed assessment file in accordance with the retention policies set forth in Article 10, section 10-05 of the Written Directives. Access to a copy of the home health and safety assessment section of the resource family file shall be made available to CDSS (or its agents or representatives) upon request in the event of a review or audit, as permitted by law, or as required by court order.

E. Conflict Resolution:

- 1. The County and the CDSS will act in good faith to resolve differences. Any disagreements or conflicts regarding resource family home health and safety assessments and how they are performed will be resolved as follows:
 - a. The primary social worker from the County and the CDSS will meet and confer to resolve differences regarding home health and safety assessments.

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- b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.
- c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences. Requests shall be made by written communication such as email to /from the county to/from the relevant CDSS Adoptions Regional Office Manager. Response times between the parties will be no longer than seven calendar days. Communication may be in person or by telephone. Meetings will continue until the differences are resolved.
- d. If the differences remain unresolved through the process specified above, the matter will be referred to the next higher level of management for each of the Parties until the matter is resolved if appropriate.

F. Conflict of Interest

- 1. The CDSS Adoptions Regional Office staff conducting home health and safety assessments shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.
- 2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the home health and safety assessment to another Adoptions Specialist.

VII. Identification of Services

The Parties identify that in addition to the services of section III, Legal Consultation and Legal Representation on Appeals, the services described in Section IV, Section V and/or Section VI, are a part of this Agreement, if checked below:

Section IV, Family Evaluation ☐

Section V, Complaint Investigations ☐

Section VI, Home Health and Safety Assessment ☐

in the event this Agreement expires or is terminated with open evaluations, investigations, assessments, or legal consultations or representation, CDSS may complete such services in accordance with the terms of this Agreement.

EXHIBIT A
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VIII Project Representatives for CDSS and the County

CDSS Program Representative:

Name: Griselda Loza
Title: CCR Policy Analyst
Address: 744 P Street, MS 9-14-46
Sacramento, CA 95814
Phone: (916) 651-0399
Email: Griselda.Loza@dss.ca.gov

County of Plumas Representative

Name: Debbie Wingate
Title: Deputy Director/Program Manager
Address: 270 County Hospital Road, Suite 207
Quincy, CA, 95971
Phone: (530) 283-6368
Email: Debbiewingate@countyofplumas.com

Changes to the project representative information may be made by written notice to the other Party and shall not require an amendment to this Agreement.

IX. Authority to Enter into This Agreement

Each Party entering into this Agreement represents the existence of the authority to enter into this Agreement on behalf of the named Party.

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A. Term

The initial term of this Agreement shall commence on July 1, 2019 and shall terminate on June 30, 2021 (the "Initial Term"). This Agreement may be renewed by written amendment on a year-to-year basis for each one-year renewal period, upon its commencement, to constitute part of the "Term" for all purposes hereunder.

B. Termination

1. Termination without Cause: Each Party reserves the right to terminate this Agreement at any time and for any reason upon provision of ninety (90) days' advance written notice to the other Party in accordance with paragraph O (Notices).
2. Termination for Cause: Each Party reserves the right to terminate the Agreement for cause. In addition, if either Party defaults under this agreement, the agreement may be terminated by the non-defaulting Party effective upon provision of forty-five (45) days advance written notice of termination provided to the defaulting Party in accordance with paragraph O (Notices).
3. Default Costs: In the event of termination of this Agreement due to a default by either Party, the non-defaulting Party shall not be liable for any costs incurred by the defaulting Party in connection with such termination.
4. Return of Materials: Upon the expiration or earlier termination of this Agreement, each Party shall return to the other Party any and all materials, equipment or documents provided by the other Party in connection with the activities governed by this Agreement within ten (10) business days of written demand therefor.

C. Ineligible for Federal Assistance

This Agreement is void or voidable if the either Party receives reliable information that the other Party has been debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal agreements, certain sub-agreements, and certain Federal assistance and benefits.

D. Amendments

This Agreement may be modified, amended, or supplemented only by a written amendment, signed by a Representative from each Party, who has the authority to act on behalf of their respective Party. Each Party is responsible for obtaining the necessary approval(s) before entering into any amendment.

GENERAL TERMS AND CONDITIONS

E. Time

1. Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly comply with the terms of this agreement and in the performance of the activities described in Exhibit A, Sections III, IV, V, and VI. If a Party is unable to comply with a term or requirement of this Agreement, it shall promptly notify the other Party's Project Representative of the inability to comply with the particular requirement or term.
2. Each Party to this Agreement shall devote such time to the performance of the activities described in Exhibit A as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement.
3. The Party failing to meet the timelines described in the services in Exhibit A, Sections III, IV, V and VI of this Agreement shall be responsible for any fees or costs imposed by the applicable law which result due to the other Party.

F. Default

Neither party shall be considered to be in default of this agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

G. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, Section 1099 et seq. and Sections 87100 through 87105 to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

H. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

1. The Parties represent that each is aware and shall follow: a) Title VII of the Civil Rights Act of 1964, including subsequent amendments (42 U.S.C. § 2000e et seq.); b) the Age Discrimination Act of 1967 (29 U.S.C. § 621 et seq.); c) Title I of the Americans with Disabilities Act of 2008 (42 U.S.C. § 12101 et seq.); and d) the California Fair Employment and Housing Act (California Govt. Code, § 12900 et seq.), including the related regulations commencing at 2 CCR § 11006 et seq.
2. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination.

GENERAL TERMS AND CONDITIONS

3. The Parties agree to include the non-discrimination and conformance provision of this paragraph in all sub-agreements, if any, to perform services under this Agreement.

I. Change in Statutes or Regulations

If there is a change of statute or regulations, including the Written Directives (WDs), applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either party gives Notice to terminate pursuant paragraph O of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

J. Assignment

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by a Party without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void. Each successor or assignee of the applicable Party to this agreement shall be held jointly and severally liable under this agreement.

K. Responsibility of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the party's employee specified in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least ten days prior to such change in accordance with paragraph O (Notices). The Project Representatives for the Parties are specified in the Exhibit A, Page 22, in Section VIII.

L. Waiver

1. Any waiver shall be memorialized in writing, and signed by the Project Representative of each Party. However, neither Party may waive provision or right in the Agreement that is a required act specified in the WDs.
2. The failure of either Party to enforce any right or provision of this agreement shall not be construed as a waiver by the other Party of its rights under the agreement and shall not prevent the other Party from subsequently enforcing such right or provision.

M. Cumulative Rights

The rights and remedies of the Parties herein are cumulative and are in addition to any other rights or remedies that the Parties may have at law or in equity.

N. Severability

Should any part, term, portion, or provision of this agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of

GENERAL TERMS AND CONDITIONS

California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first place.

O. Notices

A notice to the other Party in the administration of this Agreement shall be given to the Party's Project Representative by regular mail, by facsimile transmission, or by email as more particularly specified in this paragraph. Any such notice will be deemed given on:

1. Personal Service: The day the notice is personally delivered to the Party's Project Representative.
2. United States Mail: Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative with first-class postage fully prepaid;
3. Facsimile: On the day the notice is transmitted by facsimile to the facsimile number specified as specified in Section VIII, provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative on the same day as the facsimile transmission is made; or

Email: On the day the notice is transmitted by email to the email address of the Party's Project Representative.

P. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Agreement.

Q. Negotiated Agreement

This Agreement was negotiated between the Parties. Neither Party is deemed to be the Party which prepared this Agreement within the meaning of California Civil Code, section 1654.

R. Independent Advice

Each Party represents that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also represents that it has received independent legal advice from its attorney with respect to the matters set forth in this agreement and the rights and duties arising out of this Agreement, or that such Party willingly foregoes any such consultation.

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S. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C. 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162 and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

T. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

U. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

V. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third party who is not a Party to this Agreement to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

W. Indemnification

1. Claims Arising from Acts or Omissions of the County

The County hereby agrees to defend and indemnify the CDSS, its agents, officers and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS arising from the County's negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of

GENERAL TERMS AND CONDITIONS

any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Claims Arising from Acts or Omissions of the CDSS

The CDSS hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred to as the County), from any claim, action or proceeding against the County arising from CDSS' negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim action or proceeding and cooperate fully.

X. Relationship of the Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party, except as identified in Exhibit A.

Y. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of this state relating to insolvency or protection of the rights of creditors.

Z. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this agreement by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit A, Attachment 3. Evidence of CDSS' self-insurance for liabilities, from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS employees in the performance of services, is provided with Exhibit A, Attachment 4.

AA. Title to Documents; Copyrights

The reports, forms and other materials produced by the CDSS pursuant to this Agreement are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS. Records, reports, or documents containing personal or confidential information

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shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

BB. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by CDSS, any action brought to enforce provisions of this Agreement for declaratory relief shall be filed and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

CC. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

DD. Entire Agreement

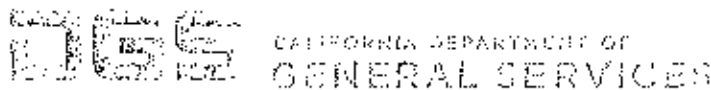
This Agreement is the entire Agreement of the Parties for the performance of the services described in Exhibit A. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

Information Security Requirements

I. Information Security Incidents and/or Breaches

- A. **Discovery and Notification of Incidents and/or Breaches.** CDSS shall be responsible for facilitating the Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and SAM 5343, Incident Management. CDSS shall notify the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within one working day by telephone call and email upon the discovery of the Incident and/or Breach affecting the security of County Confidential, Sensitive, and/or Personal (CSP) Information if the County CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, or unauthorized use or disclosure of the County CSP is in violation of the Agreement, this provision, the law, or potential loss of the County CSP that is in violation of this Attachment 2. CDSS shall take:
1. Prompt corrective action to mitigate any risks or damages involved with the Incident and/or Breach and to protect the operating environment;
 2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- B. **Isolation of System or Device.** A system or device, containing County CSP, compromised by an Incident and/or Breach involving an exploitation of a technical vulnerability, shall be promptly disconnected from CDSS' production environment with access to only individuals who are participating in the investigation, mitigation, and remediation of the Incident and/or Breach. Such system or device shall remain disconnected from the production environment until the risk from the exploited vulnerability has been adequately mitigated. The County must be contacted prior to placing the previously compromised system or device, containing County CSP, back in the production environment. The affected system or device, containing County CSP, shall not be returned to operation in the production environment until the County Information Security and/or Privacy Officer gives its approval.
- C. **Investigation of Incidents and/or Breaches.** CDSS shall promptly investigate such Incidents and/or Breaches.
- D. **Updates on Investigation.** CDSS shall provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer.
- E. **Written Report.** CDSS shall provide a written report of the investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within fifteen (15) working days of the discovery of the Incident and/or Breach. To the extent CDSS has such information, the report shall include but not be limited to the following.

1. CDSS point of contact information;
 2. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known.
 3. Description of the types of County CSP that were involved and the extent of the information involved in the Incident and/or Breach;
 4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed County CSP.
 5. A description of where the County CSP is believed to have been improperly transmitted, sent, or utilized;
 6. A description of the probable causes of the improper use or disclosure,
 7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
 8. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.
- F. **Notification of Individuals.** CDSS shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as determined by the County. CDSS shall pay any costs of such notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the County Information Security and/or Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.



January 16, 2019

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION
INSURANCE FISCAL YEAR JULY 1, 2019 / JUNE 30, 2020

Whom It May Concern:

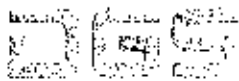
In accordance with Government Code section 11037.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

A handwritten signature in black ink, appearing to read "Lynan Graf", is positioned above the typed name.

Lynan Graf,
Associate Risk Analyst
Office of Risk and Insurance Management
Insurance Services Unit
Phone: (916) 376-5290
Fax: (916) 376-5275
Lynan.graf@dgs.ca.gov



CALIFORNIA DEPARTMENT OF
GENERAL SERVICES

January 16, 2019

**STATE OF CALIFORNIA AUTOMOBILE
LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2019 / JUNE 30, 2020**

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

A handwritten signature in black ink, appearing to read "Lynan Graf".

Lynan Graf
Department of General Services
Associate Risk Analyst
(916) 376-5290
Lynan.Graf@cdgs.ca.gov

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed \$0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

19/20	\$0.00
20/21	\$0.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), County agrees to pay CDSS for said services in accordance with the rates specified below:

a. Invoicing for Family Evaluations

- i. If Family Evaluations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.
- ii. The CDSS shall track each Family Evaluation and invoice for the non-federal share of \$1,244 per each Family Evaluation.¹ CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.
- iii. The County shall pay CDSS quarterly for the completed Family Evaluations. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).
- iv. If it is determined by CDSS that the average family evaluation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).
- v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Family Evaluations, the cost of the Family Evaluation shall be the same as identified in section A, paragraph 2 (a) (ii), above.

¹ The estimated cost to complete each Family Evaluation is \$1,790.00. The federal funds share is \$545.

**EXHIBIT B
(Standard Agreement)**

b. Invoicing for Complaint Investigations

- i. If Complaint Investigations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Complaint Investigations were completed. The quarterly invoices shall include, for each completed complaint investigation, the non-federal cost per case rate.
- ii. The CDSS shall track each Complaint Investigation and invoice for the non-federal cost of \$1,146.00.² CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.
- iii. The County shall pay CDSS quarterly. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its LRF for subsequent payment(s).
- iv. If it is determined by CDSS that the average complaint investigation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).
- v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Complaint Investigations, the cost of the Complaint Investigation shall be the same as identified in this Exhibit B, section A, paragraph 2 (b)(ii), above.

c. Invoicing for Home Health and Safety Assessments

- i. If Home Health and Safety Assessments were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Home Health and Safety Assessments services were completed. The quarterly invoices shall include, for each open Home Health and Safety Assessment, the non-federal cost per case rate.
- ii. The CDSS shall track each Home Health and Safety Assessment and invoice for the non-federal share of cost of \$256 per each Home Health and Safety Assessment.³ CDSS shall not invoice for the amount of the services involving

² The estimated cost to complete each Complaint Investigation is \$1649.00. The federal funds share is \$503.00.

³ The estimated cost to complete each Home Health and Safety Assessment is \$368.00. The federal funds share is \$112.00.

**EXHIBIT B
(Standard Agreement)**

the federal funds share. The non-federal share of costs for each fiscal will be subject to change based on the applicable federal discount rate for that year.

- iii. The County shall pay CDSS quarterly. For Payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).
 - iv. If it is determined by CDSS that the average Home Health and Safety Assessment greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).
 - v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Home Health and Safety Assessments, the cost of the Home Health and Safety Assessments shall be the same as identified in this Exhibit B, section A, paragraph 2 (c)(ii), above.
3. The County shall be responsible for payment of the contracted services and activities provided by CDSS in accordance with rates above from the following sources and in the following order:
- * General Fund Resource Family Approval allocation (if such exists in the State Budget);
 - * the County's 2011 Realignment LRF; and
 - * other County funds.

4. Continuation of Services

In the event this Agreement expires or is terminated with open Family Evaluations, Complaint Investigations, Home Health and Safety Assessments or Legal Consultations or Legal Representation on Appeals/SHD and OAH Hearings, CDSS may complete such actions in accordance with the terms of this Agreement; submit invoices as identified in this Exhibit B, withhold a corresponding portion of the RFA Allocation to complete such activities from a current or subsequent fiscal year, and receive payment from the County from its LRF for a current or subsequent fiscal year.

5. Cost Increase

During the term of this Agreement, and as the Budget Act allows, CDSS and the County may approve increases in the service levels for each of the services provided by CDSS and increase the amount that the County shall pay CDSS from the County's General Fund RFA allocation and the LRF.

EXHIBIT B
(Standard Agreement)

6. The following County Fiscal Letter(s) (CFL) is incorporated by reference:
CFL 16/17-45.
7. Invoices shall include the Agreement No. 19-5057 and Index Code 2570 and shall be submitted in triplicate or as otherwise requested by the County not more frequently than quarterly in arrears to:

County of Plumas
270 County Hospital Road, Suite 207
Quincy, CA, 95971
Attn: Debbie Wingate

8. Should the County receive services in excess of \$750,000 in federal assistance, Invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.

Any invoices submitted without the above referenced information may be returned to CDSS for reprocessing

9. For each invoice, the County shall route to the appropriate personnel responsible for the prompt review and payment. For disputed invoices, if any, the County shall specifically identify those services which are in dispute, for which additional information is necessary, in its subsequent correspondence with CDSS.
10. Undisputed invoices shall be paid promptly, and no later than 45 days from receipt of the original invoice. The County shall also pay for those services which are undisputed within 45 days of receipt of the original invoice.

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. For Contracts with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions,

EXHIBIT B
(Standard Agreement)

limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS, at its option, may terminate this Agreement upon 30-days notice, or to amend the Agreement to reflect any reduction in Federal funds.

D. Review

Each party reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

20.1-3

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES


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



Tony Hobson Ph.D., Director

DATE: May 19, 2020

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 \$3400.00 payment to Reno Behavioral Health for mental health and addiction treatment services.
2. It is respectfully requested that the Board of Supervisors approve and authorize \$1050.00 payment to Progress House Inc. for mental health and addiction treatment services
3. It is respectfully requested that the Board of Supervisors approve and authorize \$200.00 payment to Folchi Logging & Construction Inc. for snow removal services

BACKGROUND AND DISCUSSION:

1. This charge of \$3400.00 is for an emergency inpatient mental health and addiction treatment stay. Behavioral Health does not have a contract with Reno Behavioral Healthcare. This patient was admitted to Reno Behavioral Health evaluated, then placed in Progress House Inc. We currently do not have contracts with these facilities. Behavioral Health intends to contract with both facilities for the fiscal year 2020/21. We respectfully request for board approval to pay this April invoice.
2. This Progress House Inc. charge of \$1050.00 is for inpatient mental health and addiction treatment residential placement. Behavioral Health does not have contract with Progress House Inc. Respectfully requesting board approval to pay this April invoice.

3. The attached April 6, 2020 invoice for snow removal from Folchi Logging & Construction Inc. Behavioral Health has already exceeded the \$999.00 limit to professional services without a contract.

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.

HEALTHCARE R RENO BEHAVIORAL HEALTHCARE R 2001802
ER PARKWAY PO BOX 77430 104071
CORONA CA 92877

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PLUMAS COUNTY BEHAVIORAL HEALTH SERVICE
270 COUNTY HOSPITAL ROAD
SUITE 109
QUINCY CA 95971

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128 R&B Semi-Private Rehab

1600.00

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270 ADMIT KIT

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BY MAIL

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PLUMAS COUNTY BEHAVIORAL F 813526906

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Folchi Logging & Construction Inc.
79017 Braegate Rd.
Portola, Ca 96122
(530) 832-5214
(530) 832-5444

*2020
Snow
Removal
Approved*

Invoice

DATE	INVOICE #
4/27/2020	2020snow34

BILL TO:

Plumas county Mental Health
520 Main ST, Room 205
Quincy, Ca. 95971

SHIP TO:**P.O. NUMBER****TERMS****REP****SHIP****VIA****F.O.B.****PROJECT**

Due on receipt

4/27/2020

QUANTITY**ITEM CODE****DESCRIPTION****PRICE EACH****AMOUNT**

1 Contract Work

4/6/20 Snow removal

200.00

200.00

Sales Tax, State of California

7.25%

0.00

*to contract
5/1/20*

TOTAL

5200.00

folchiconstruction.com/digitalqr/00




AD.4.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Tony Hobson Ph.D., Director

DATE: May 19, 2020
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 \$15,000.00 Agreement with Gary Ernst Financial Consultant.
2. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign \$15,000.00 Agreement with Horton Tires.
3. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign \$15,000.00 Agreement with JR's Auto and Truck Repair.
4. 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. This Service Agreement, with Gary Ernst, is required in providing consultation on the past submitted Department of Health Care cost reports from fiscal years 2011/2012, 2012/2013, 2013/2014, 2014/2015, 2015/2016 and 2016/2017. He will also aid Behavioral Health Office with state audits and financial information requests from the Department of Health Care Services. This amendment has been approved to form by County Counsel.

2. The contract for services is with Horton tires, their services are required to purchase and install tires. This contract has been approved to form by County Counsel, and the compensation limit is \$15,000.00

3. The contract with JR's Auto and Truck Repair, for fiscal year 2020/2021, is for vehicle maintenance. The compensation limit is \$15,000.00. This agreement has been approved to form by County Counsel.

4. The contract with Mr. B's Auto Techtronic's, for fiscal year 2020/2021, 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.



JE

BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

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

MEETING DATE: May 19, 2020

SUBJECT: **CONSENT ITEM:** Approve and authorize the Chair to sign STD 213 Standard Agreement and Request for Funds Form, not to exceed \$50,201.53, between County of Plumas and the Business, Consumer Services, and Housing Agency; approved as to form by County Counsel

STAFF RECOMMENDATION:

1. Approve and authorize the Chair to sign STD 213 Standard Agreement and Request for Funds Form

BACKGROUND/DISCUSSION:

The Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council awarded the County of Plumas a Homeless Housing, Assistance and Prevention (HHAP) grant in the amount of \$50,201.53.

HHAP funding will support operating subsidies for the Ohana House, an emergency and transitional shelter operated by Plumas Crisis Intervention & Resource Center (PCIRC) located in Quincy and will further support homeless prevention services including rent and utility assistance to provide long-term sustainability at current residences which will help keep individuals and families, including those with youth, who are permanently housed to remain housed. Plumas County will support the HHAP funds with administrative assistance.

Approved as to form by County Counsel.

ATTACHMENTS:

1. STD 213 Standard Agreement
2. Request for Funds Form

STANDARD AGREEMENT

SID 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-HHAP-00092

PURCHASING AUTHORITY NUMBER (if Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

06/30/2025

3. The maximum amount of this Agreement is

\$50,201.53

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1-6
Exhibit B	Budget Detail and Payment Provisions	7-11
Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	12-21
+ - Exhibit D	Special Terms and Conditions	22
+ - Exhibit E*	General Terms and Conditions	23

Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OI/Sift/contracts>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

County of Plumas

CONTRACTOR BUSINESS ADDRESS

555 Main Street

CITY

Quincy

STATE

CA

ZIP

95571

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Approved as to form:



5/8/2020

Gretchen Stubb

Deputy Plumas County Counsel

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-HHAP-00092

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramirez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2019, c. 159 (A.B. 101), § 10, eff. July 31, 2019.)

The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP provides one-time flexible block grant funds to continuums of care, large cities (population of 300,000+) and counties as defined in the December 6, 2019 HHAP Notice of Funding Availability ("NOFA") to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a continuum of care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP funds to be allocated for eligible uses as stated in Health and Safety Code section 50219, subdivision (c)(1) – (8).

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

- (a) "Agency" means the Business, Consumer Services and Housing Agency.
- (b) "Applicant" means a continuum of care, city, or county.
- (c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- (d) "Continuum of care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- (e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- (f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- (g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- (h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- (i) "Homeless Management Information System" means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges, in the amount of six hundred fifty million dollars (\$650,000,000).

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to obligate the funds by the same statutory deadlines.

"Grantee" means the continuum of care, city, or county that has entered into contract with the Business, Consumer Services and Housing Agency and is receiving HHAP funding.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50219, subdivision (c)(1) – (8), and any other applicable laws. Eligible uses include the following:

- A. Rental assistance and rapid rehousing.
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Incentives to landlords, including, but not limited to, security deposits and holding fees.
- D. Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing.
- H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a continuum of care.
 - ii. Shelter vacancy rate in the summer and winter months.
 - iii. Percentage of exits from emergency shelters to permanent housing solutions.
 - iv. A plan to connect residents to permanent housing.

5. Agency Contract Coordinator

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	County of Plumas
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA 95814	555 Main Street Quincy, California 95071
CONTRACT MANAGER	Amber Ostrander	Tracey Ferguson Planning Director
PHONE NUMBER:	916-651-7995	530-283-6214
EMAIL ADDRESS:	Amber.Ostrander@bcsh.ca.gov	traceyferguson@countyofplumas.com

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hcfc@bcsf.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

B. Contractual Obligation:

- Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023**.
- Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.

Cities or continuums of care that contractually obligate less than 50 percent of program allocations after **May 31, 2023** are subject to an alternative disbursement plan as required under (Health & Safety Code, § 50220, subdivision (a)(4)(B)).

C. Full Expenditure of HHAP Grant Funds

- All HHAP grant funds (**100 percent**) must be expended by **June 30, 2025**. Any funds not expended by that date shall revert to the General Fund. (Health & Safety Code, § 50220, subdivision (c).)

7. Special Conditions

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Budget Detail & Changes

The Grantee agrees that HHAP funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP funds on eligible activities as detailed in the annual budget submitted with the Grantee's approved application. The Grantee shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of HHAP funds.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the budget approved with the Grantee's application. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP funds according to an alternative budget. The HHAP Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement.

2. General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP funds being released:

- A. Request for Funds Form (RFF)
- B. STD 213 Standard Agreement - 2 original copies of the signed STD 213 form and Initialed Exhibits A through E.
- C. Data Use Agreement (continuums of care and counties that accepted redirected funding from a continuum of care- see Exhibit D for relevant Special Terms and Conditions)

**Homeless Housing, Assistance and Prevention
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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

3. Disbursement of Funds

HHAP funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO). Once Agency receives, reviews, and signs off on the completed documents, the documents will be sent to DGS for review. Once DGS review is completed, documents will be forwarded to SCO for final review and fund disbursement. The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218, 50219, and 50220 mandate the following:

- A. Up to 5 percent of the HHAP allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
 - (1) Strategic homelessness plan, as defined in section 578.7(c) of Title 24 of the Code of Federal Regulations; and/or
 - (2) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.
- B. No more than 7 percent of the HHAP allocation may be used for administrative costs incurred by the Grantee.
- C. At least 8 percent of the HHAP allocation shall be used to establish or expand services for homeless youth populations.
- D. Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP funds by May 31, 2023. If less than 50 percent is obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

(1) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to Agency that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.

(2) Agency approves the alternative disbursement plan.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to Agency.

E. Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the continuum of care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify Agency on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide Agency with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

F. All HHAP funds shall be expended by June 30, 2025.

G. Any funds not expended by June 30, 2025 shall revert to the General Fund.

5. Reimbursement

HHAP program funds should not generally be obligated or expended prior to the effective date of this Agreement. However, Agency acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to July 1, 2019.

**Homeless Housing, Assistance and Prevention
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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from HCFC must be obtained prior to obtaining reimbursement.
- D. Capital improvement projects pertaining to emergency shelters and navigation centers are still required to demonstrate need. Eligible applicants are required

to submit the following information for HCFC to review and approve or deny such projects:

- (1) The number of available shelter beds in the jurisdiction;
- (2) The shelter vacancy rate in the summer and winter months;
- (3) The percentage of exits from emergency shelters to permanent housing solutions; and
- (4) A plan to connect residents to permanent housing.

6. Ineligible Costs

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections 50218 and 50219.

Agency reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

Agency, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

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7. Administrative Costs

The Grantee must comply with Health and Safety Code section 50219, subdivision (e), which limits the Grantee's administrative costs to no more than 7 percent of total HHAP funds received. For purposes of this requirement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the Program allocation.

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**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

1. Termination and Sufficiency of Funds

A. Termination of Agreement

Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

Grantee has submitted to Agency an application for HHAP funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Grantee's facts, information, assertions and representations contained in that application, and in any subsequent modifications or additions thereto approved by Agency. The application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

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**EXHIBIT C
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Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. Reporting/Audits

A. Annual Report Deadlines

By January 1, 2021, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Agency in a format provided by Agency. If the Grantee fails to provide such documentation, Agency may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2026, the Grantee shall submit a final report, in a format provided by Agency, as well as a detailed explanation of all uses of the Program funds.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Agency:

1. An ongoing tracking of the specific uses and expenditures of any Program funds broken out by eligible uses listed, including the current status of those funds.
2. The number of homeless individuals served by the Program funds in that year, and a total number served in all years of the Program, as well as the homeless populations served.
3. The types of housing assistance provided, broken out by the number of individuals.

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4. Outcome data for an individual served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, Agency requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to the agency on a form and method provide by the agency, that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information the agency deems appropriate or necessary.

Agency may require additional supplemental reporting with written notice to the Grantee.

C. Auditing

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP administrative funds may be used to fund this expense.

1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
2. The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
3. The Grantee is responsible for the completion of audits and all costs of preparing audits.
4. If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5. Inspection and Retention of Records

A. Record Inspection

The Grantee agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Agency, or its designee, with any

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HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
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relevant information requested. The Grantee agrees to give Agency or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP program guidance document published on the website, and this Agreement.

B. Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6. Breach and Remedies

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

1. Grantee's failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, HHAP funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

1. Bar the Grantee from applying for future HHAP funds;
2. Revoke any other existing HHAP award(s) to the Grantee;
3. Require the return of any unexpended HHAP funds disbursed under this Agreement;
4. Require repayment of HHAP funds disbursed and expended under this Agreement;

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5. Require the immediate return to Agency of all funds derived from the use of HHAP funds including, but not limited to, recaptured funds and returned funds; and
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

C. All remedies available to Agency are cumulative and not exclusive.

D. Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and subGrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations

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under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C.

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C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial

E. interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

1. The dangers of drug abuse in the workplace;
2. Grantee's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance program; and
4. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

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C. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

1. Will receive a copy of Grantee's drug-free policy statement, and
2. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Special Conditions – Grantees/SubGrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all SubGrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any SubGrantee shall require the Grantee and its SubGrantees, if any, to:

1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

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2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any SubGrantee in performing the Work or any part of it.
4. Agree to include all the terms of this Agreement in each subcontract.

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Agency upon request.

14. Inspections

A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

C. Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

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HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
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15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Grantee shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

**Homeless Housing, Assistance and Prevention
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**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP funds, must be used for HHAP-eligible activities.
2. Any housing-related activities funded with HHAP funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).
3. Grantee agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).
4. Grantee agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency to access Grantee's HMIS data for that purpose.
5. If Grantee is a continuum of care or a county that accepted redirected funding from a continuum of care, it shall review and execute a data use agreement no later than July 31, 2020, in order to ensure compliance with Health and Safety Code section 50219, subdivision (a)(7) and (10). Grantee's failure to timely execute a data use agreement will constitute a breach of this Agreement. In this event, BCSH, in its sole and absolute discretion, may exercise any and all remedies permitted by this Agreement or by applicable law.

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**EXHIBIT E
GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. This document can be viewed at the following link:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>



HOMELESS HOUSING, ASSISTANCE AND PREVENTION FUNDING

REQUEST FOR FUNDS FORM

Contract Number	20-41HAP-00092
Invoice Number	20-41HAP-00092
Grantee Name	County of Plumas
Address	555 Main Street
City	Quincy
State & Zip	CA, 95971

Expiration Date	6/30/2025
Contact Person	Tracey Ferguson
Contact Person Title	
E-mail	traceyferguson@countyofplumas.com
Phone No.	530-283-6214

HOMELESS HOUSING, ASSISTANCE AND PREVENTION FUNDING BREAKDOWN

WARD	
Eligible Use Category per § HSC 50219(c)	Draw Amount
Rental Assistance and Rapid Rehousing	\$13,345.78
Operating Subsidies and Reserves	\$13,345.78
Landlord Incentives	
Outreach and Coordination (including employment)	
Systems Support to Create Regional Partnerships	
Delivery of Permanent Housing	
Prevention and Shelter Diversion to Permanent Housing	
New Navigation Centers and Emergency Shelters	
Strategic Homelessness Planning, Infrastructure Development, CTS, and HMIS (up to 5%)	
Administrative (up to 7%)	\$3,510.00
TOTAL	\$50,201.53

CERTIFICATION

*By signing this form, I certify to the best of my knowledge and belief that the facts stated are true, complete, and accurate, and that I understand and agree to the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Kevin Glass	County Supervisor
Name of Authorized Person	
Signature of Authorized Person	
Date:	

BCSH USE ONLY

Grant Management Representative Signature	Date:
Amber Osterder	
Grant Management Manager Signature	Date:



Kevin Correira
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: May 19, 2020

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services & Airports Director

SUBJECT: Request to Approve and Authorize Board Chair to sign contract amendment between Facility Services and Martin Security Systems, Inc.

Recommendation

Approve and Authorize Board Chair to sign contract amendment.

Background and Discussion

On March 17, 2020, the Board of Supervisors approved and authorized the Board Chair to sign a 5 year contract between Facility Services and Martin Security Systems, Inc. for monitoring security systems at several of Plumas County's facilities.

Shortly after the owner, Scott Martin, signed the contract, he noticed that he had made an error in calculating the monthly cost for two new monitoring sites consolidated from two other vendors and added to his company's monitoring scope. Mr. Martin noticed that he had listed the monthly charge for monitoring the Annex Panic Alarms and the Annex Elevator Alarm at \$40 each per month when, in fact, it should've been listed as \$53 each per month. This increase would change the monthly amount due for all facilities from \$445 per month to \$471 per month; annually from \$5,340 to \$5,652.

Facility Services Director, Kevin Correira, respectfully requests this nominal increase to the contract be approved and to allow the Board Chair to sign the contract amendment. A copy of the original contract signed March 17, 2020 has been included in this request for review.

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



Kevin Correira
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: May 19, 2020

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to Approve and Authorize Board Chair to sign Supplemental Budget Transfer from Airport Fees Revenue.

Recommendation

Approve and Authorize Board Chair to sign Supplemental Budget Transfer.

Background and Discussion

Due to a busy fire season in the Summer/Fall of 2019, the Airports sold more Jet A fuel than anticipated and budgeted for and, therefore, the cost for Jet A fuel has exceeded the projected budget. The budget for AV Gas has also been exceeded due to transferring a portion of the budget to Jet A fuel to make up for the short fall in that budget. The revenue budget for Jet A and AV Gas have exceeded 100% of the anticipated revenue of \$300,000 and currently stands at \$309,326 with revenue still to be received for the months of May and June.

Facility Services & Airports, however, would like to use the excess revenue from Airport Fees to make up the short-fall in the fuel expense budgets. Airport Fees Revenue currently is at 175% of the projected revenue or \$18,035 over the projected amount. This unanticipated revenue is largely due to leasing the Airports to the Forest Service as air-attack bases as well as collecting Landing Fees from the Forest Service, BLM, and Cal-Fire.

Transfer from: 46823-Airport Fees - \$18,000

Transfer to: 521105-Fuel AV Gas - \$9,000; 521106-Fuel Jet A - \$9,000

Today, May 11, 2020, the Airports Fund Balance stands at a healthy \$122,320.

This request has been reviewed by the County Auditor and approved.



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DATE: May 19, 2020
TO: Honorable Board of Supervisors
FROM: Kevin Correira – Facility Services Director
SUBJECT: Request to Approve and Authorize Board Chair to sign Budget Transfer form from 51XXXaccounts to Service & Supplies budget

Recommendation

Approve and Authorize Board Chair to sign Budget Transfer from 51XXX accounts to Service & Supplies accounts.

Background and Discussion

Due to a busy fire season in the Summer/Fall of 2019, unanticipated expenses were incurred largely due to the sale of Jet A fuel. With large amounts of Jet A fuel being sold, it severely impacted the budget for the State CA Sales and Use Tax as well as exceeding the budget for Credit Card Fees. To make up for the short-fall in the budgets for taxes and credit card fees, transfers from other Service & Supplies accounts were necessary.

Upon review of the Airports Expenditure Budget, it has been conservatively projected that the budget for Other Wages will have a remaining balance of \$15,000 or more; the budgets for Retirement, Group Insurance, FICA/MC are also projected to have a remaining unused balance.

The Airports' Service & Supplies budget short-falls could not have been anticipated; the budget for FY 19/20 was largely based on the FY 18/19 budget in which the Airports did not experience a busy fire season.

Transfers total \$17,798.14.

This request has been reviewed by the County Auditor and approved.

3B

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: May 11, 2020

TO: Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: **AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF MAY 19, 2020.**

RE: ADOPT RESOLUTION TO AMEND FISCAL YEAR 2019-2020 JOB CLASSIFICATION PLAN INCLUDING JOB DESCRIPTIONS AND BASE WAGES FOR CLERK RECORDER / ELECTION DEPARTMENTS #20460, #20100, #20469, AND #22411

IT IS RECOMMENDED THAT THE BOARD:

The Clerk Recorder, Kathleen Williams, has submitted requests to the Human Resources Department to have her department's job classifications reviewed and updated. Along with updating job descriptions, we looked at comparable base wages, both within the County's payroll schedule and to other Counties' comparable classifications. Kathleen also presented her job classification needs to the FY 19/20 Budget Review Committee for consideration. I have worked on this department's classification revision with Kathleen and Gabriel Hydrick, County Administrator, and we are now bringing recommendations forward to the Board of Supervisors for your review and approval. This classification review has been an ongoing process for a few years.

BACKGROUND AND DISCUSSIONS

At this time, Plumas County Clerk Recorder / Elections Department has a compliance obligation with the State's updated requirements specific to Electronic Recording Delivery System (ERDS). It has become a requirement for Plumas County to participate with the Department of Justice in screening our potential new hires background information. In addition to the ERDS requirements, there were needed changes to the job descriptions' duties and qualifications as well as to the base wages pay. Updating the job descriptions keeps the positions relevant with the new changes and the County compliant with employees working according to their job classification and the outlined job duties.

In addition, there are various dates as to when this department's job descriptions were last updated. The Deputy Clerk Recorder I was last updated 1999 to the most current update in 2015 for Elections Services Assistant I & II. I recommend this reorganization to bring the job descriptions up to date with new government regulations, and new pay schedules.

The Clerk/Recorder is an elected position and has two separate divisions within her department. There are the Assistant Clerk-Recorder and Elections Coordinator with the supporting classifications under these front line supervisors. The 2018/2019 Civil Grand Jury recommended that the County Administrator inquire into why the vacant positions in the County Clerk's Office remain unfilled and that findings be reported to the County Board of Supervisor for consideration and further action.

This is not the first time the Clerk Recorder / Elections Departments have brought forward requests to revise their job descriptions and base wages. The continued need to update job descriptions for compliance and pay schedule to comparable standards for the County's job classification plan continues to be an issue. It is understood by all, this is not a convenient time to bring this forward to the Board with the COVID-19 pandemic. However, our goal is to bring the classifications into compliance with new regulations and the need for equity amongst our pay schedule. Current base wages for this department are not competitive for attracting or keeping qualified employees. The continued turnover with the department and vacancies for extended periods brings increased workloads for the other employees in the department.

For several years the 700 Form has been coordinated by the Elections Coordinator position. I understand that this was kept in the Clerk Recorder's Department when the Board functions were moved out of this department some time ago. Before that, it was a function in the Board of Supervisors Department. Some time ago, the Clerk Recorder's Department supported the Board of Supervisors day-to-day functions and then it was realigned so the BOS functions were moved out of the Clerk Recorder's Department. When these changes occurred in the Clerk Recorder's office, the responsibility of coordinating the 700 Form for the entire County, not just for the Election candidates, remained with the Election Coordinator's position. There was a dispute over whether this responsibility should continue to be appropriate for the Election Coordinator to coordinate. It seems no other department wants this responsibility and it is acknowledged that the Election Coordinator does a good job of coordinating this function. Therefore, we have left this function with the Elections Coordinator. This is a County compliance issue to ensure there is not a conflict of interest with any of our employees. It has been recognized by others, that the current Election Coordinator on an annual basis successfully completes this function, and this position should be compensated accordingly.

The attached documents are for your consideration for updating Plumas County Clerk/ Recorder Department's job descriptions and wage ranges.

Exhibit A is the Plumas County Clerk/Recorder Organizational Chart 2019. The Assistant Clerk/Recorder assists with the oversight of both divisions of this department and is responsible for fiscal operations and oversight.

Exhibit B lists the comparison of qualifications for these positions. The experience and educational requirements range from minimal experience to include supervisory experience and educational requirements. There also is a new requirement for background checks through the Department of Justice (DOJ). This will be a condition of employment for all new hires in this department. This update will provide the necessary compliance qualifications.

Exhibit C is the wage range comparison covering ten (10) counties and five year projected cost for base wage increases. The base wages vary and in some cases, the positions are difficult to compare in terms of comparable duties and responsibilities. Other counties' departments combine department functions and do not separate out the Clerk/Recorder and Elections duties. Therefore, some of the other counties' job duties include other functions unlike our Clerk/Recorder's Department. Comparing the Plumas County job classification comparable job classes, the other similar classifications' wages are higher. For example, the Assistant Assessor and Assistant Treasurer base wages are higher than the proposed base wage for the Assistant County Clerk Recorder and these are comparable classifications. Minimum wage updates will continue to drive wages up with the next update for January 1, 2021. The new minimum wage will be \$14.00 an hour and in 2022 minimum wage will increase to \$15.00 an hour.

We have worked with the Clerk Recorders' Department on these updated job classifications addressing industry standards. We have completed the long process it took for meet and confer with Operating Engineers Local #3 (OE3). We originally submitted the job descriptions, both the marked up version and the draft for final approval, to OE3 December 10, 2019. The proposed time line for this meet and confer review was December 27, 2019. It has taken a few months to conclude this process including the updated job description and their base wage increases. We are now seeking Board of Supervisor approval in order to implement these revised job descriptions and revised rates of base pay.

The Clerk Recorder has had several challenges within her department, primarily due to the wage ranges being extremely low for the positions in this department. In comparison to other Counties and within Plumas County's pay schedule, the wages are low. This has been a challenge to keep the department staffed with their allocated and funded positions. There has been continued employee turnover and long periods of vacancies within the department. This potentially creates a gap in services and not enough employees to meet the Department's needs. The last employees who resigned their positions cited low wages as one of their main reasons for leaving.

Exhibit D - List of job classifications with current and proposed base wages:

<u>Job Classification</u>	<u>current wage</u>	<u>proposed wage range</u>
• Assistant County Clerk-Recorder	\$23.76	\$26.50
• Lead Deputy Clerk-Recorder	\$15.26	\$20.61
• Deputy Clerk-Recorder I	\$13.16	\$15.00
• Deputy Clerk-Recorder II	\$14.50	\$16.50
• Elections Coordinator	\$17.65	\$23.96
• Elections Services Assistant I	\$13.16	\$15.00
• Elections Services Assistant II	\$14.51	\$16.50

It is my opinion, this request is imperative to the fundamental functions of the Clerk Recorder / Elections Department services. The request for these revisions is pertinent to County functions and I recommend serious consideration to approve these requests.

Thank you for your consideration.

RESOLUTION NO. 2020 - _____

**RESOLUTION TO AMEND FISCAL YEAR 2019-2020 JOB CLASSIFICATION PLAN
INCLUDING JOB DESCRIPTION AND BASE WAGE BASE WAGES FOR CLERK
RECORDER / ELECTIONS DEPARTMENTS #20460, #20460, #20469, #22411**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2019/2020 Job Classification Plan covering all positions in the County service; and

WHEREAS, these positions are necessary in the daily operational needs for the Clerk Recorder / Elections Department; and

WHEREAS, this request was brought to the attention of the Human Resources Director by the County Administrator and the Clerk Recorder who are now requesting approval of this resolution to amend the FY 2019/2020 Job Classification for the Clerk Recorder / Elections Department job descriptions and base wage increases; and

WHEREAS, Plumas County has met the meet and confer obligations for these positions with Operating Engineers Local #3 on March 13, 2020; and

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

Approve the amendments to the Fiscal Year 2019/2020 Job Classification Plan for the following FTE funded and allocated positions:

<u>Job Classification</u>	<u>Current Base Wage</u>	<u>Proposed Base Wage</u>
Assistant County Clerk Recorder	\$23.76	\$26.50
Lead Deputy Clerk-Recorder	\$15.26	\$20.61
Deputy Clerk-Recorder I	\$13.16	\$15.00
Deputy Clerk-Recorder II	\$14.50	\$16.50
Elections Coordinator	\$17.65	\$23.96
Elections Services Assistant I	\$13.16	\$15.00
Elections Services Assistant II	\$14.51	\$16.50

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 19th day of May, 2020 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

RESOLUTION NO. 2020 - _____

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AYES: Supervisors:

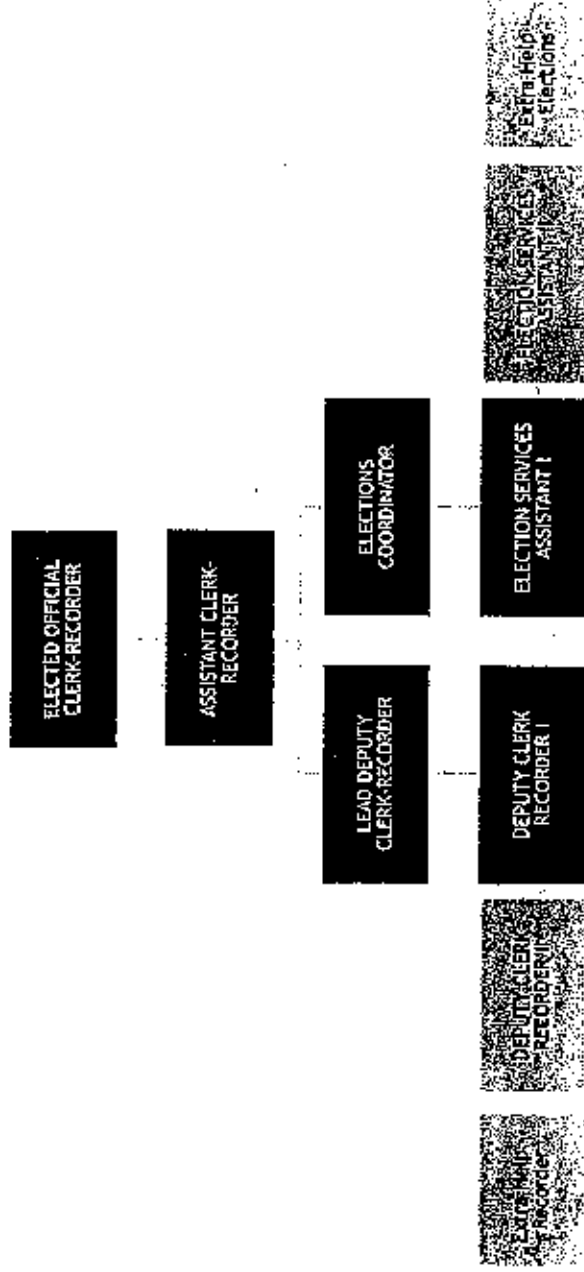
NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

Exhibit A



**PLUMAS COUNTY CLERK-RECORDER
ORGANIZATIONAL CHART
2019**

Exhibit B

COUNTY	Asst Co Clerk/Recorder	Deputy Clerk Recorder I	Deputy Clerk Recorder II	Lead Deputy Clerk Recorder	Elections Coordinator	Elections Services Asst I	Elections Services Asst II	Elections Support Tech
Amador		2 yrs exp	3 yrs exp	Associates plus 5 yr exp incl 2 yrs supervisory	4 yrs exp incl 2 yrs admin	1 yr exp	1 yr exp	
Calaveras	5 yrs exp	2 yrs exp	3 yrs exp plus certificates	5 yrs exp + coursework	5 yrs exp incl 2 yrs in elections	2 yrs clerical exp		
Colusa	5 yrs exp / 2 yr supervisory	gen clerical exp	2 yrs exp	4 yrs / 1 yr supervisory				
Del Norte					2 yrs exp / 1 yr supervisory	no experience	2 yrs exp	
Glenn	4 yrs exp / 1 yr supervisory					3 yrs exp	4 yrs exp	
Inyo	2 yrs recorder's off exp or 5 yrs Admin	3 yrs exp	4 yrs exp	5 yrs exp	5 yrs exp	3 yrs exp	4 yrs exp	
Lassen				3 yrs / 1 yr supervisory	2 yrs high level admin support exp	3 yrs exp	4 yrs exp	
San Benito	4 yrs exp / 1 yr lead	2 yrs office exp			2 yrs as # III			
Tehama	varies	1 yr clerical exp			degree and experience			
Tuolumne	4 yrs exp / 2 yr supervisory	3 yrs clerical	2 yrs Doc Exam I		3 yrs legal exp, 2 yrs super, 3 yr elections			
Average								
Plumas	4 yrs exp / 1 yr supervisory	1 yr office exp incl exp in pub contact position	1 yr exp as a DCR #1	3 yrs legal, 2 yrs DCR II, 1 yr supervisory	4 yrs DCR II or 5 yrs exp elections / admin support functions	2 yrs exp elect serv, gov, computer or admin OR Associates + 1 yr	2 yrs exp clerical/recorder OR 2 yrs gov/com/admin + 1 yr ESA I OR Associates + 1 yr	

Exhibit C

County Clerk Recorder / Elections Departments

COUNTY	Asst Co Clerk/Recor der	Deputy Clerk Recorder 1	Deputy Clerk Recorder II	Lead Deputy Clerk Recorder	Elections Coordinator	Elections Services Asst I	Elections Services Asst II	Elections Tech Support Tech
Amador	28.64	16.37	17.99	27.35	29.54	14.34	18.81	14.34
Calaveras	33.18	14.62	18.69	26.96	21.62	14.37		14.37
Colusa	24.16	14.59	16.45	18.17				
Del Norte		33.91	14.92	17.61	17.61	12.55	13.91	
Glenn	33.59					15.98	18.11	
Inyo	38.68	18.51	20.34	22.31	22.31	18.54	20.34	
Lassen				21.07	19.21			
San Benito	40.82	14.43	15.9		21.32			
Tehama	23.93	13.39	14.77		23.93			
Tuolumne	35.41	14.43	15.94		30.34			
Average	32.3013	15.0725	16.8750	22.2450	26.4257	15.1780	17.7925	14.3550
Plumas	23.29	12.90	14.22	14.96	17.28	12.90	14.23	
Proposed	26.50	15.00	16.50	20.61	23.96	15.00	16.50	

Prepared by Human Resources

8-Aug-19

Exhibit D

List of attached job descriptions, including the marked up current versions.

- Assistant County Clerk-Recorder
- Lead Deputy Clerk-Recorder
- Deputy Clerk-Recorder I
- Deputy Clerk-Recorder II
- Elections Coordinator
- Elections Services Assistant I
- Elections Services Assistant II

MISC PERS -Assistant Co. Clerk/Recorder

Steps

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FY 24:25

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2022										
Current Range Annual										
Retirement	\$	50,877.00	\$	53,435.09	\$	56,118.00	\$	58,926.00	\$	58,926.00
FICA/Medicare	\$	12,464.87	\$	14,106.84	\$	15,713.04	\$	16,676.06	\$	17,029.61
	\$	3,892.09	\$	4,087.78	\$	4,293.03	\$	4,507.84	\$	4,507.84
Total	\$	67,233.96	\$	71,629.62	\$	76,124.07	\$	80,109.90	\$	80,463.45
Proposed Step A \$26.50										
Proposed Annual Increase S	\$	57,886.09	\$	60,798.00	\$	63,856.00	\$	67,059.00	\$	67,059.00
Retirement	\$	14,182.07	\$	16,050.57	\$	17,879.68	\$	18,977.70	\$	19,380.05
FICA/Medicare	\$	4,428.38	\$	4,651.05	\$	4,884.98	\$	4,884.98	\$	5,130.01
Total	\$	76,496.35	\$	81,499.72	\$	86,620.66	\$	90,921.68	\$	91,569.06
(Five Year Differential)	Difference									
	\$	(9,262.39)								
		\$	(9,870.10)							
		\$	(10,496.60)							
			\$	(10,811.78)						
(Five year increase to Personnel Budget)	\$	(51,546.49)								
			\$	(11,105.61)						

Total as a % of Payroll

USA Payment

% ISO molecule

49.34%
000.0%
9.70%

100.00%
49.34%

9.77%

MISC PERS - New Hire

Lead Deputy Clerk Recorder:

Step A \$15.26

Step 3

FY 19/20

FY 20/21

FY 21/22

FY 22/23

FY 23/25

FY 24/25

Current Range Annual	\$ 35,027.00	\$ 36,795.00	\$ 36,795.00	\$ 38,646.00	\$ 38,646.00	\$ 38,646.00
Retirement	\$ 8,581.62	\$ 9,713.88	\$ 10,302.60	\$ 10,936.82	\$ 11,168.69	\$ 11,168.69
FICA/Medicare	\$ 2,679.37	\$ 2,814.82	\$ 2,814.82	\$ 2,956.42	\$ 2,956.42	\$ 2,956.42
Total	\$ 46,288.18	\$ 49,323.70	\$ 49,912.42	\$ 52,539.24	\$ 52,771.11	\$ 52,771.11
Proposed Step A \$20.61						
Proposed Annual Increase \$	\$ 47,299.10	\$ 49,670.00	\$ 52,166.00	\$ 52,166.00	\$ 52,166.00	\$ 52,166.00
Retirement	\$ 11,589.26	\$ 13,112.88	\$ 14,606.48	\$ 14,762.98	\$ 15,075.97	\$ 15,075.97
FICA/Medicare	\$ 3,619.37	\$ 3,799.76	\$ 3,990.70	\$ 3,990.70	\$ 3,990.70	\$ 3,990.70
Total	\$ 62,505.63	\$ 66,582.64	\$ 70,763.18	\$ 70,919.68	\$ 71,232.67	\$ 71,232.67
Five Year Differential						
Difference	\$ (16,217.45)	\$ (17,258.94)	\$ (20,850.76)	\$ (18,380.44)	\$ (18,461.56)	\$ (18,461.56)
Five Year Increase to Personnel Budget \$ (91,169.15)						

Total as a % of payroll

U.I.A Payment

normal cost %

\$ 2,992,630.00	\$ 3,339,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,151,000.00	\$ 4,156,000.00	\$ 4,156,000.00
24.5%	26.4%	28%	28.30%	28.90%	29.30%	29.30%
9.12%	9.70%	9.70%	9.70%	9.70%	9.70%	9.70%

Projections assumes a 7.25% return for FY 17/18

Updated September 5, 2018

MISC PERS

Deputy Clerk Recorder 1

Step A 513.16

L3 L4

FY 19/20

FY 20/21

FY 21/22

FY 22/23

FY 23/25

FY 24/25

Current Range Annual	\$ 27,373.00	\$ 28,725.00	\$ 30,202.00	\$ 31,720.00	\$ 33,322.00
Retirement	\$ 6,706.39	\$ 7,583.40	\$ 8,456.36	\$ 9,376.76	\$ 9,630.06
FICA / Medicare	\$ 2,094.03	\$ 2,197.46	\$ 2,310.45	\$ 2,426.58	\$ 2,549.13
Total	\$ 36,173.42	\$ 38,505.86	\$ 40,969.01	\$ 43,523.34	\$ 45,501.19
Proposed Step A \$25.00					
Proposed Annual Increase \$	\$ 31,200.00	\$ 32,760.00	\$ 34,403.00	\$ 36,130.00	\$ 37,939.00
Retirement	\$ 7,644.00	\$ 8,648.64	\$ 9,632.84	\$ 10,224.79	\$ 10,964.37
FICA/Medicare	\$ 2,389.80	\$ 2,506.14	\$ 2,631.83	\$ 2,761.83	\$ 2,902.33
Total	\$ 41,233.80	\$ 43,914.78	\$ 46,667.67	\$ 48,986.62	\$ 51,805.70
Five Year Differential					
Difference	\$ (5,057.38)	\$ (5,408.92)	\$ (5,698.66)	\$ (5,863.28)	\$ (6,304.51)
Five year increase to Personnel Budget \$ (28,332.75)					

Total as a % of payroll

U/LA Payment

normal cost %

\$ 24.5	24.5	26.4	28%	28.30%	28.90%
\$ 2,992,630.00	\$ 3,339,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,151,000.00	\$ 4,356,000.00
9.12%	9.70%	9.70%	9.70%	9.70%	9.70%

Projections assumes a 7.25% return for FY 17/18

Updated September 5, 2018

MISC PERS

Deputy Clerk Recorder II

Step A \$14.22

	L3 FY 19/20	L4 FY 20/21	FY 21/22	FY 22/23	FY 23/25	FY 24/25
Current Range Annual	\$ 41,704.00	\$ 41,704.00	\$ 41,704.00	\$ 41,704.00	\$ 41,805.00	
Retirement	\$ 10,217.48	\$ 11,009.86	\$ 11,677.12	\$ 11,802.23	\$ 12,659.65	
FICA / Medicare	\$ 3,190.36	\$ 3,190.36	\$ 3,190.36	\$ 3,190.36	\$ 3,351.08	
Total	\$ 55,111.84	\$ 55,904.21	\$ 56,571.48	\$ 56,696.59	\$ 59,815.73	
Proposed Step A \$16.50						
Proposed Annual Increase \$	\$ 48,360.00	\$ 50,794.00	\$ 50,794.00	\$ 50,794.00	\$ 53,352.00	
Retirement	\$ 11,848.20	\$ 13,409.62	\$ 14,222.32	\$ 14,314.70	\$ 15,418.73	
FICA / Medicare	\$ 3,699.54	\$ 3,885.74	\$ 3,885.74	\$ 3,885.74	\$ 4,081.43	
Total	\$ 63,907.74	\$ 68,089.36	\$ 68,902.06	\$ 69,054.44	\$ 72,852.16	
Five Year Differential						
Difference	\$ (8,795.90)	\$ (12,185.15)	\$ (12,330.59)	\$ (12,357.86)	\$ (13,036.43)	
Five year increase to Personnel Budget \$ (58,705.92)						
Total as a % of payroll	24.5	26.4	28%	28.30%	28.90%	29.30%
ULA Payment	\$ 2,992,630.00	\$ 3,339,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,151,000.00	\$ 4,356,000.00
normal cost %	9.12%	9.70%	9.70%	9.70%	9.70%	9.70%

Projections assumes a 7.25% return for FY 17/18

Updated September 5, 2018

MISC PERS - Elections Coordinator

L4 L5

Step A \$17.65	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Current Range Annual	\$ 54,350.00	\$ 57,075.00	\$ 57,075.00	\$ 57,075.00	\$ 57,075.00
Retirement	\$ 13,315.75	\$ 13,057.80	\$ 13,981.00	\$ 16,157.23	\$ 16,494.68
FICA / Medicare	\$ 4,157.78	\$ 4,366.24	\$ 4,366.24	\$ 4,366.24	\$ 4,366.24
Total	\$ 71,823.53	\$ 74,509.04	\$ 75,422.24	\$ 77,598.46	\$ 77,935.91
Proposed Step A \$23.95					
Proposed Annual Increase \$	\$ 73,674.00	\$ 77,376.00	\$ 77,376.00	\$ 77,376.00	\$ 77,376.00
Retirement	\$ 18,050.13	\$ 20,427.26	\$ 21,665.28	\$ 21,807.41	\$ 22,361.66
FICA/Medicare	\$ 5,636.06	\$ 5,919.26	\$ 5,919.26	\$ 5,919.26	\$ 5,919.26
Total	\$ 97,360.19	\$ 103,722.53	\$ 104,960.54	\$ 105,192.67	\$ 105,656.93
Five Year Differential					
Difference	\$ (25,536.67)	\$ (27,213.49)	\$ (27,538.31)	\$ (27,599.21)	\$ (27,721.02)
Five year increase to Personnel Budget \$	(135,608.69)				

Total as a % of payroll \$ 2,992,630.00 \$ 3,239,000.00 \$ 3,752,000.00 \$ 3,924,000.00 \$ 4,141,000.00

CLA Payment normal cost % 9.12% 9.70% 9.70% 9.70% 9.70%

###

MTSC PERS - Elections Services Asst 1

	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Step A \$12.16						
Current Range Annual						
Retirement	\$ 27,373.00	\$ 28,746.00	\$ 30,202.00	\$ 31,720.00	\$ 33,322.00	
FICA / Medicare	\$ 6,706.39	\$ 7,588.94	\$ 8,456.56	\$ 9,376.76	\$ 9,630.06	
	\$ 2,094.02	\$ 2,199.07	\$ 2,310.45	\$ 2,426.58	\$ 2,549.13	
Total	\$ 36,173.42	\$ 38,534.01	\$ 40,969.01	\$ 43,523.34	\$ 45,501.19	
Proposed Step A \$13.00						
Proposed Annual Increase \$						
Retirement	\$ 31,200.00	\$ 32,760.00	\$ 34,403.00	\$ 36,103.00	\$ 37,939.00	
FICA / Medicare	\$ 7,644.00	\$ 8,648.04	\$ 9,632.84	\$ 10,217.15	\$ 10,944.37	
	\$ 2,336.80	\$ 2,506.14	\$ 2,631.83	\$ 2,831.83	\$ 2,902.33	
Total	\$ 41,230.80	\$ 43,914.18	\$ 46,667.67	\$ 48,951.98	\$ 51,805.70	
Five Year Differential						
Difference	\$ (5,057.38)	\$ (5,380.77)	\$ (5,698.66)	\$ (5,828.64)	\$ (6,304.51)	
Five year increase to Personnel Budget	\$ (28,269.96)					
Total as a % of payroll						
ULA Payment	\$ 2,992,610.00	\$ 3,339,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,151,000.00	\$ 4,356,000.00
turnover cost %	12%	9.70%	9.70%	9.70%	9.70%	9.70%

MISC PERS -Elections Services Asst 11

Step A \$14.50	FY 2020	FY 2021	FY 2022	FY 2023	FY 2025	FY 2025
Current Range Annual	\$ 20,160.00	\$ 31,678.00	\$ 33,280.00	\$ 34,944.00	\$ 36,691.00	
Retirement	\$ 7,389.20	\$ 8,362.99	\$ 9,318.40	\$ 9,880.15	\$ 10,603.70	
FICA / Medicare	\$ 2,307.24	\$ 2,423.37	\$ 2,545.42	\$ 2,673.22	\$ 2,806.86	
Total	\$ 39,856.44	\$ 42,464.36	\$ 45,144.32	\$ 47,506.37	\$ 50,101.56	
Proposed Step A \$16.50						
Proposed Annual Increase \$	\$ 34,320.00	\$ 36,046.00	\$ 37,856.00	\$ 39,749.00	\$ 41,746.00	
Retirement	\$ 8,408.40	\$ 9,516.14	\$ 10,599.68	\$ 11,249.97	\$ 12,064.59	
FICA / Medicare	\$ 2,625.48	\$ 2,737.52	\$ 2,895.08	\$ 2,995.98	\$ 3,193.57	
Total	\$ 45,353.88	\$ 48,319.66	\$ 51,351.66	\$ 53,893.95	\$ 57,004.16	
Five Year Differential						
	\$ (5,497.44)	\$ (5,855.30)	\$ (6,207.34)	\$ (6,387.58)	\$ (6,902.60)	
Five year increase to Personnel Budget	\$ (30,850.27)					
Total as a % of payroll	24.5	26.4	28%	28.10%	28.90%	29.30%
U/LA Payments	\$ 2,992,610.00	\$ 3,319,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,157,000.00	\$ 4,356,000.00
normal cost %	9.12%	9.70%	9.70%	9.70%	9.70%	9.70%

Exhibit D

List of attached job description, including the marked up current versions.

- Assistant County Clerk Recorder
- Lead Deputy Clerk-Recorder
- Deputy Clerk-Recorder I
- Deputy Clerk-Recorder II
- Elections Coordinator
- Elections Services Assistant I
- Elections Services Assistant II

ASSISTANT COUNTY CLERK/RECORDER

DEFINITION

Under general direction, to assist with planning, organizing, directing, and coordinating the functions of the County Clerk/Recorder's Office; functions of Plumas County; to provide daily staff supervision, evaluation and training; supervise and training for assigned staff; to oversee the planning and conduct of local, state and federal elections; to oversee the receiving examination, review, and processing of property and title transaction documents; to perform accounting and fiscal record keeping and reporting duties in the collection of documentary transfer tax; to direct vital statistics functions; to perform a variety of complex fiscal and budget administration responsibilities; to oversee the operations of the Records Management division of the County Clerk/Recorder's Office; to provide to provide a variety of general assistance and answer questions regarding County Clerk/Recorder's Office and election procedures and processes; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a specialized single classification which serves as management support for the Plumas County Clerk/Recorder. The incumbent supervises and directs staff as well as performs a broad range of the most complex election cycle preparation duties and trust fund balancing and fiscal agency reporting duties provides daily supervision for the County Clerk/Recorder's Office, Elections Division, Records Management Division, as well as provides special administrative support for the County Clerk/Recorder.

REPORTS TO

County Clerk/Recorder

CLASSIFICATIONS DIRECTLY SUPERVISED

Elections Specialist, Deputy Clerk/Recorder I and II, Records Management Coordinator and Records Management Technician, Elections Coordinator
Lead Deputy Clerk/Recorder
Deputy Clerk/Recorder I
Deputy Clerk/Recorder II
Elections Services Assistant I
Elections Services Assistant II
Temporary Staffing

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ASSISTANT COUNTY CLERK/RECORDER - 3
ASSISTANT COUNTY CLERK/RECORDER - 2

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EXAMPLES OF DUTIES

- Assists with planning, organizing, directing, and coordinating the functions of the County Clerk/Recorder Office, Elections Division, and Records Management Division, provides daily supervision and training for assigned staff.
- Participates in selection, training, disciplining and direct supervision of staff.
- Prioritizes workload and establishes work schedules.
- Assists with the establishment, monitoring and cost controlling of the Clerk/Recorder's Budget, the Elections Budget, the Records Management Budget and the GIS budget five special revenue budgets.
- Maintains accurate data worksheets for budgets and billing.
- Reviews and audits fiscal records to ensure proper disbursement of funds to various accounts.
- Prepares budget transfers and journal entries for all divisions of the department.
- Prepares monthly cash account reconciliation report to Auditor and State Controller.
- Maintains accounting, personnel, payroll and fiscal records for all divisions of department.
- Ensures proper inventory of supplies and equipment.
- Assists with the development of computer applications for all divisions of the department.
- Maintains current knowledge of codes and regulations affecting the functions of the County Clerk/Recorder's Office and the conduct of local, state and federal elections.
- Maintains current awareness of relevant legislation and makes necessary office procedural changes to implement legislative mandates required to process official document recording.
- Analyzes legislation, statutes, and regulations to determine impact on department policies and procedures; implements recommended changes as needed.
- Manages the filing of Fictitious Business Name Statements, Registered Process Servers, Notaries Public, Environmental Review Documents, and other County Clerk non-judicial filings.
- Manages the issuance and recordation of marriage certificates and the issuance of certified copies.
- Performs wedding ceremonies, administers the Official Oath of Office.
- In compliance with the California Secretary of State requirements, is responsible for overseeing the secure transfer of confidential voter registration information through the statewide database. Provides advice on code and law changes to other staff.
- Oversees the planning, organization, and supervision of local elections in the County.
- Oversees the maintenance of precinct records, maps and other election information.
- Establishes and directs candidate filing processes and reporting systems/procedures.
- Ensures preparation of proper reports for the Fair Political Practices Commission.
- Prepares legal publications and notices.
- Prepares elections resolutions for approval by the Board of Supervisors.
- Prepares and Directs the receiving, processing, and preparing of a variety of documents for recording in the County Recorder Office.
- Oversees collection and accounting of recording fees.
- Certifies documents, insuring that they are properly acknowledged, signed, and dated.
- Examines documents for completeness and conformance with legal requirements.
- Directs and supervises vital statistics functions.
- Provides reports to the Secretary of State regarding election results.
- Develops and maintains
- Oversees the preparation and prepares periodic reports of recording activities.

- ~~Has responsibility for the proper maintenance of records of fees collected, charges, deposits, and refunds.~~
- ~~Oversees the reconciliation of end-of-month records and distribution of monies to appropriate agencies.~~
- ~~Prepares election services billing procedures and invoice trackings.~~
- ~~Determines and collects documents transfer taxes; maintains and updates document transfer tax reports.~~
- ~~Directs the filing of recorded documents and the maintenance of film recording equipment.~~
- ~~Performs special projects.~~
- ~~Maintains and updates Recorder's files.~~
- ~~Provides assistance and answers questions regarding the completion and processing of property documents, vital statistics, information, and County election functions. Oversees official ballot layout, voter information guide preparation and ballot ordering.~~
- ~~Assists with public access to County Recorder's records within the guidelines of appropriate laws and legislation.~~
- ~~Oversees the operation of the function of the Records Management Division planning long term and historical archival of various county department's records.~~
- ~~Oversees the IGS Division maintaining agreements, supply orders and maintenance schedules with agencies for copy machines and postage machines.~~
- ~~Prepares and manages vendor contracts.~~
- ~~cts.~~
- ~~Prepares Board of Supervisor agenda items.~~
- ~~Works with data processing personnel on the development of new systems, procedures, and on special problems/projects.~~
- ~~Confers with personnel of other county departments, title companies, financial institutions, and other businesses and agencies to coordinate procedures and operations and to study the effectiveness of new methods; assures services are provided in as efficient and customer friendly manner as possible.~~
- ~~Serves as a liaison with the public, boards, committees, associations and other departments in facilitating positive relations with the department.~~

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EXAMPLES OF DUTIES, Cont.

- ~~Answers correspondence.~~
- ~~Operates computers, maintaining and updating files and databases.~~
- ~~Generates computer reports~~
- ~~Operates office equipment~~
- ~~Confers with personnel of other county departments, title companies, financial institutions, and other businesses and agencies to coordinate procedures and operations and to study the effectiveness of new methods; assures services are provided in as efficient and customer friendly manner possible.~~

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ASSISTANT COUNTY CLERK/RECORDER--3
~~ASSISTANT COUNTY CLERK/RECORDER -3~~

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods, frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 50 lbs.; corrected hearing and vision to normal range; verbal communication; ~~use of microfilm and microfiche equipment; use of~~ office equipment including computers, telephones, calculators, copiers, ~~scanners~~, election equipment, postage machine and FAX.

TYPICAL WORKING CONDITIONS

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

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DESIRABLE QUALIFICATIONS

Knowledge of:

- County policies, laws, rules, and regulations governing the operations and procedures of the County Clerk-Recorder's department.
- Policies, requirements, and functions of the County Registrar of Voters.
- Laws, rules, regulations, and legislation affecting the functions and procedures of the County Clerk-Recorder's office; and elections functions, including public access to documents and information.
- Operations, rules, policies, and procedures of the County Clerk/Recorder's Office, Elections Division.
- Fiscal administration, including budgeting, accounting principles, expenditure control and financial recordkeeping procedures.
- Cash handling procedures.
- Public and community relations.
- Documents used in land transactions.
- Terminology related to land title transactions, vital statistics, court functions, and the functions of the County Recorder's Office.
- Election functions and budgetary functions.
- Documents used in land title transactions.
- Understanding of deeds, legal descriptions, parcel maps and notary acknowledgment.
- Legal processes, procedures, and documents and statutes related to recording requirements.
- Proper procedures for acceptance and filing of candidate documents.
- Election, districting, boundary and precincting procedures.
- Budget development and control.
- Financial and statistical recordkeeping.
- Office management methods and procedures.
- Microfilm and microfiche methods and processes.
- Establishment and maintenance of filing and information retrieval systems.
- Organization and functions of the departments and political subdivisions of the County.
- Personal computers and software applications related to County.
- Clerk-Recorder and election functions.
- Principles of supervision, employee evaluation, training and work evaluation.
- Establishment of an ongoing Records Management schedule of preservation of documents, files and various county records.
- Principles of supervision, employee evaluation, and training and work evaluation.
- Knowledge of basic legal terminology relating to the types of recordable documents received.

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ASSISTANT COUNTY CLERK/RECORDER—2

Ability to:

- Assist with planning, organizing, coordinating, and directing the functions of the County Clerk, Recorder's Office, Elections Division division and Records Management division.
- Supervise, train, and evaluate the work of assigned staff.
- Supervise, train, and evaluate the work of assigned staff.

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ASSISTANT COUNTY CLERK/RECORDER - 5
ASSISTANT COUNTY CLERK/RECORDER - 5A

- Perform a wide variety of complex and specialized administrative and support work related to the operations and functions of the County Clerk/Recorder's Office, Elections division, and Records Management division.
- ~~Examine and determine the acceptability of documents for recording.~~ Analyze, develop and modify accounting and financial recordkeeping procedures.
- Interpret, explain, and apply a variety of County Clerk/Recorder policies, rules, procedures, and regulations.
- Read and understand statutes and instructions related to documents and vital statistics information maintained in the County Recorder Office and the conduct of County elections.
- Maintain or supervise the maintenance of documentary transfer tax records and formulate statistical accounting reports.
- Maintain or supervise the maintenance of voter registration database reports.
- Assist with the preparation and administration of the departmental budgets including the maintenance of accounting and expenditure control systems.
- ~~Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.~~
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- ~~Maintain and update accounting and fiscal records.~~ Speak and write effectively.
- Use a personal computer and appropriate software for word-processing, recordkeeping, and County Clerk/Recorder, Elections and Records Management administrative functions.
- Effectively represent the County Clerk/Recorder Office, Elections and Records Management divisions, 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.
- ~~Observe, identify, and solve problems related to office operations and procedures, including the selection of staff, implements disciplinary action as needed.~~
- ~~Prepare payroll and salary actions.~~

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

Qualifications needed for this position:

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Education: Any combination of education which would likely provide the required knowledge and abilities will be considered. A high school diploma or equivalent; GED certificate; Associates of Arts or Bachelor's degree in Business, Computer Science, Geography, History, Political Science or Law.

One (1) year minimum of supervisory experience.

Two (2) years' experience performing duties as a Lead Deputy Clerk/Recorder or Elections Coordinator.

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ASSISTANT COUNTY CLERK/RECORDER – 7

Two (2) years' experience in analyzing legal documents and knowledge of the California Election Code.

Two (2) years' experience in real estate transaction related industry such as a title company or related field or experience in assisting with conducting local, state and federal elections.

Completion of Recorders Certification Training or a certificate as a certified California Professional Election Administrator is highly desirable.

At least four (4) years of responsible experience performing a variety of processing and support functions in connections with land title placement-processing, Records records Management management and archival, vital statistics and records maintenance and reporting and/or the planning and conduct of local elections, including at least one (1) year in a supervisory position.

ASSISTANT COUNTY CLERK-RECORDER – 5

Special Requirements:

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

Must pass a background check and be fingerprinted.

Must be able to attend out of county trainings and conferences.

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.

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ASSISTANT COUNTY CLERK-RECORDER

DEFINITION

Under general direction, to assist with planning, organizing, directing, and coordinating the functions of the County Clerk-Recorder's Office; to provide staff supervision, evaluation and training; to oversee the planning and conduct of local, state and federal elections; to oversee the examination, review, and processing of land title transaction documents; to perform accounting and fiscal record keeping and reporting duties in the collection of documentary transfer tax, to direct vital statistics functions; to perform a variety of complex fiscal and budget administration responsibilities; to oversee the operations of the Records Management division; to provide to provide a variety of general assistance and answer questions regarding County Clerk-Recorder's Office and election procedures and processes; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a specialized single classification which serves as management support for the Plumas County Clerk-Recorder. The incumbent supervises and directs staff as well as performs a broad range of the most complex election cycle preparation duties and trust fund balancing and fiscal agency reporting duties for the County Clerk-Recorder's Office, Elections Division, Records Management Division, as well as provides special administrative support for the County Clerk-Recorder.

REPORTS TO

County Clerk-Recorder

CLASSIFICATIONS DIRECTLY SUPERVISED

Elections Coordinator
Lead Deputy Clerk-Recorder
Deputy Clerk-Recorder I
Deputy Clerk-Recorder II
Elections Services Assistant I
Elections Services Assistant II
Temporary Staffing

ASSISTANT COUNTY CLERK-RECORDER - 2

EXAMPLES OF DUTIES

- Assists with planning, organizing, directing, and coordinating the functions of the County Clerk-Recorder Office, Elections Division and Records Management Division.
- Participates in selection, training, disciplining and direct supervision of staff.
- Prioritizes workload and establishes work schedules.
- Assists with the establishment, monitoring and controlling of the Clerk-Recorder's Budget, Elections Budget, Records Management Budget and five special revenue budgets.
- Maintains accurate data worksheets for budgets and billing.
- Reviews and audits fiscal records to ensure proper disbursement of funds to various accounts.
- Prepares budget transfers and journal entries for all divisions of the department.
- Prepares monthly cash account reconciliation report to Auditor and State Controller.
- Maintains accounting, personnel, payroll and fiscal records for all divisions of department.
- Ensures proper inventory of supplies and equipment.
- Assists with the development of computer applications for all divisions of the department.
- Maintains current knowledge of codes and regulations affecting the functions of the County Clerk-Recorder's Office and the conduct of local, state and federal elections.
- Maintains current awareness of relevant legislation and makes necessary office procedural changes to implement legislative mandates required to process official document recording.
- Manages the filing of Fictitious Business Name Statements, Registered Process Servers, Notaries Public, Environmental Review Documents, and other County Clerk non-judicial filings.
- Manages the issuance and recordation of marriage certificates and the issuance of certified copies.
- Performs wedding ceremonies, administers the Official Oath of Office.
- In compliance with the California Secretary of State requirements, is responsible for overseeing the secure transfer of confidential voter registration information through the statewide database.
- Establishes and directs candidate filing processes and reporting procedures.
- Ensures preparation of proper reports for the Fair Political Practices Commission.
- Prepares legal publications and notices.
- Prepares elections resolutions for approval by the Board of Supervisors.
- Prepares and provides reports to the Secretary of State regarding election results.
- Develops and maintains election services billing procedures and invoice tracking.
- Oversees official ballot layout, voter information guide preparation and ballot ordering.
- Oversees maintaining agreements, supply orders and maintenance schedules with agencies for copy machines and postage machines.
- Prepares and manages vendor contracts.
- Prepares Board of Supervisor agenda items.
- Works with data processing personnel on the development of new systems, procedures, and on special problems/projects.
- Confers with personnel of other county departments, title companies, financial institutions, and other businesses and agencies to coordinate procedures and operations and to study the effectiveness of new methods; assures services are provided in as efficient and customer friendly manner as possible.
- Serves as a liaison with the public, boards, committees, associations and other departments in facilitating positive relations with the department.

ASSISTANT COUNTY CLERK-RECORDER - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods, frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 50lbs; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners, election equipment, postage machine and FAX.

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Laws, rules and regulations governing the operations and procedures of the County Clerk-Recorder's department.
- Policies, requirements, and functions of the County Registrar of Voters.
- Procedures of the County Clerk-Recorder's office and elections functions, including public access to documents and information.
- Fiscal administration, including budgeting, accounting principles, expenditure control and financial recordkeeping procedures.
- Cash handling procedures.
- Public and community relations.
- Terminology related to land title transactions, vital statistics, election functions and budgetary functions.
- Documents used in land title transactions.
- Understanding of deeds, legal descriptions, parcel maps and notary acknowledgement.
- Legal processes, procedures, documents and statutes related to recording requirements.
- Proper procedures for acceptance and filing of candidate documents.
- Election, districting, boundary and precincting procedures.
- Financial and statistical recordkeeping.
- Office management methods and procedures.
- Organization and functions of the departments and political subdivisions of the County.
- Personal computers and software applications related to County.
- Clerk-Recorder and election functions.
- Principles of supervision, employee evaluation, training and work evaluation.

Ability to:

- Assist with planning, organizing, coordinating, and directing the functions of the County Clerk-Recorder's Office, Elections division and Records Management division.
- Supervise, train, and evaluate the work of assigned staff.

ASSISTANT COUNTY CLERK-RECORDER – 4

Ability to - continued:

- Perform a wide variety of complex and specialized administrative and support work related to the operations and functions of the County Clerk-Recorder's Office, Elections division and Records Management division.
- Analyze, develop and modify accounting and financial recordkeeping procedures.
- Interpret, explain, and apply a variety of County Clerk-Recorder policies, rules, procedures, and regulations.
- Read and understand statutes and instructions related to documents and vital statistics information maintained in the County Recorder Office and the conduct of elections.
- Maintain or supervise the maintenance of documentary transfer tax records and formulate statistical accounting reports.
- Maintain or supervise the maintenance of voter registration database reports.
- Assist with the preparation and administration of the departmental budgets including the maintenance of accounting and expenditure control systems.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Speak and write effectively.
- Use a personal computer and appropriate software for word-processing, recordkeeping, and County Clerk-Recorder, Elections and Records Management administrative functions.
- Effectively represent the County Clerk-Recorder Office, Elections and Records Management divisions, 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.

ASSISTANT COUNTY CLERK-RECORDER – 5

Training and Experience:

Qualifications needed for this position:

Education: Any combination of education which would likely provide the required knowledge and abilities will be considered. A high school diploma or equivalent GED certificate; Associates of Arts or Bachelor's degree in Business, Computer Science, Geography, History, Political Science or Law.

One (1) year minimum of supervisory experience.

Two (2) years' experience performing duties as a Lead Deputy Clerk-Recorder or Elections Coordinator.

Two (2) years' experience in analyzing legal documents and knowledge of the California Election Code.

Two (2) years' experience in land title transaction related industry such as a title company or related field or experience in assisting with conducting local, state and federal elections.

Completion of Records Certification Training or a certificate as a certified California Professional Election Administrator is highly desirable.

At least four (4) years of responsible experience performing a variety of processing and support functions in connection with records management and archival, vital statistics and records maintenance and reporting and the planning and conduct of elections.

Special Requirements:

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

Must pass a Department of Justice (DOJ) background check as a condition of employment.

Must be able to attend out of county trainings and conferences.

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.

LEAD DEPUTY CLERK/RECORDER

DEFINITION

Under direction, the Lead Deputy Clerk-Recorder provides lead supervision; plans, coordinates, trains and evaluates operational activities for the Deputy Clerk/Recorder I and II. Performs a variety of clerical and routine administrative duties relating to the County Clerk/Recorder's Department, examines documents, processes land title transactions, records and maintain supervises records, and vital statistics functions; ~~to participate and assist in the election process, and to~~ and do related work as required

DISTINGUISHING CHARACTERISTICS

This is the highest working level and lead supervision level in the Deputy Clerk-Recorder class series. Incumbents have responsibility for lead supervision and work coordination responsibilities for Clerk/Recorder's I and II. Employees performing a variety of assignments, requiring substantial experience and working background. Employee performs complex and difficult tasks requiring research and problem resolution which requires specialized training and knowledge of the land title transaction process
Employee is responsible for participating in the hiring, evaluation, training and disciplinary functions of the division.

REPORTS TO

Assistant County Clerk/Recorder.

CLASSIFICATION DIRECTLY SUPERVISED

Provides lead direction and work coordination for Deputy Clerk/Recorders I and II and extra help employees.

EXAMPLES OF DUTIES

- Provides lead direction and work coordination for Deputy Clerk-Recorder I and II and other staff.
- Performs the more complex document processing duties related to a programmatic area of assignment; researches problems and acts a resource to other staff members regarding documentation and/or procedural issues.
- Examines and reviews documents for accuracy to be recorded in accordance with laws governing public recordation.
- ~~Insures-Ensures~~ Land Title documents meet legal recording requirements including original signatures, acknowledgements dates and legibility, etc.
- Indexes/~~Verifies~~ and processes documents recorded daily
- ~~Serves as a resource to the general public, provides answers and information regarding complex processes and procedures.~~
- ~~Serves as the contact/liaison to title companies and document preparation companies.~~
- ~~Prepares invoices, complex reports and tracks transmittals from State agencies.~~
- ~~Maintains scanning and filing supplies as needed-Prepares annual Recorder's Statistical Report.~~
- ~~Reviews, scans/microfilms and archives documents recorded~~
- Maintains official map program, indexes and archives maps to disk.
- Cashiers and collects fees, prepares daily deposits and Index reports, processes credit card transactions and electronic fund transfers.
- Balances monthly Special Revenue Fund accounts with Auditor and State.
- ~~Supervises the submital and filing of CEQA documents, including Environmental Impact Reports, Notices of Determination, etc.~~
- ~~Analyzes documents for the applicability of documentary transfer tax and affordable housing and jobs tax.~~
- ~~Prepares annual Recorder's Statistical Report.~~
- Files Fictitious Business Name Statements, requiring certificates of Incorporation and partnerships.
- ~~Provides clerical support in during the election process, issues Vote by mail ballots.~~
- ~~Oversees the archival process of historical records, microfilm, film storage and inventory located at secured offsite storage facility.~~
- ~~Travels out of county to audit and inventory archived records located in secured storage facility.~~
- ~~Participates in the hiring of assigned staff.~~
- ~~Evaluates employee performance, counsels employees, recommends initial disciplinary action and other personnel decisions.~~
- Performing related duties as assigned.

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LEAD DEPUTY CLERK/RECORDER - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, scanners, ~~file processors~~calculators, 10 key, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment, continuous contact with staff and the public. Out of office travel may be required for training purposes.

LEAD DEPUTY CLERK/RECORDER

DESIRABLE QUALIFICATIONS

Knowledge of:

- The California statutes pertaining to the functions of the County Clerk-Recorder; legal responsibilities, methods and documents used to convey and transfer title to of real property.
- Standards required in the processing, duplication certification and storage of vital records.
- Standards required for the retention of current, historic and archived records.
- ~~Modern office practices and methods.~~
- Modern Methods and techniques used with filing, indexing, and information retrieval systems.
- Principles and procedures of lead direction, coordination and organization; report preparation; basic arithmetic, account tracking and balancing.
- Operational use of scanning scanners, copying copiers and computer.
- Principles of business letter writing, English usage, composition, vocabulary, spelling, grammar and punctuation.
- Notary Bond and Fictitious Business Name Statement filing.
- Procedures of Issuing marriage licenses and performing wedding ceremonies.

Ability to:

- Provide lead direction and training for Deputy Clerk-Recorder I and II and other staff.
- Interpret and apply Federal, State and local policies, procedures, laws and regulations governing recording of legal documents.
- Apply election policies and voter registration procedures.
- Operate a variety of office equipment including computers, copiers, scanners, 10 key and microfilm equipment.
- Prepare and maintain reports, records and logs.
- Apply election and voter registration policies.
- Establish and maintain cooperative working relationships within department and other departments.
- Deal tactfully and courteously with public in explaining and providing assistance with document submission and recording procedures.

HEAD DEPUTY CLERK/RECORDER -- 4

Training and Experience:

Qualifications needed for this position:

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Education: Any combination of education which would likely provide the required knowledge and abilities will be considered. A high High school diploma or equivalent GED certificate;

Associates of Arts or Bachelor's degree in Business, Computer Science, Geography, History, Political Science or Law.

One (1) year minimum of supervisory experience.

Two (2) years' experience performing duties as a Deputy Clerk-Recorder II.

Three (3) years' experience in analyzing legal documents.

Two (2) years' experience in land title transaction related industry such as a title company or related field.

Completion of Records Certification Training is highly desirable.

Special Requirements:

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

Must pass a background check and be fingerprinted.

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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.

LEAD DEPUTY CLERK-RECORDER

DEFINITION

Under direction, the Lead Deputy Clerk-Recorder provides lead supervision; plans, coordinates, trains and evaluates operational activities for the Deputy Clerk-Recorder I and II. Performs a variety of clerical and routine administrative duties relating to the County Clerk-Recorder's Department; examines documents, processes land title transactions, records and supervises vital statistics functions and do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the highest working level and lead supervision level in the Deputy Clerk-Recorder class series. Incumbents have responsibility for lead supervision and work coordination responsibilities for Clerk-Recorder's I and II. Employee performs a variety of assignments, requiring substantial experience and working background. Employee performs complex and difficult tasks requiring research and problem resolution which requires specialized training and knowledge of the land title transaction process. Employee is responsible for participating in the hiring, evaluation, training and disciplinary functions of the division.

REPORTS TO

Assistant County Clerk-Recorder.

CLASSIFICATION DIRECTLY SUPERVISED

Provides lead direction and work coordination for Deputy Clerk-Recorders I and II and extra help employees.

LEAD DEPUTY CLERK/RECORDER – 2

EXAMPLES OF DUTIES

- Provides lead direction and work coordination for Deputy Clerk-Recorder I and II and other staff.
- Performs the more complex document processing duties related to a programmatic area of assignment; researches problems and acts a resource to other staff members regarding documentation and/or procedural issues.
- Examines and reviews documents for accuracy to be recorded in accordance with laws governing public recordation.
- Ensures Land Title documents meet legal recording requirements including original signatures, acknowledgements dates and legibility, etc.
- Indexes/verifies and processes documents recorded daily.
- Serves as a resource to the general public, provides answers and information regarding complex processes and procedures.
- Serves as the contact/liaison to title companies and document preparation companies.
- Prepares invoices, complex reports and tracks transmittals from State agencies.
- Prepares annual Recorder's Statistical Report.
- Maintains official map program; indexes and archives maps to disk.
- Cashiers and collects fees, prepares daily deposits and index reports, processes credit card transactions and electronic fund transfers.
- Balances monthly Special Revenue Fund accounts with Auditor and State.
- Supervises the submittal and filing of CEQA documents, including Environmental Impact Reports, Notices of Determination, etc.
- Analyzes documents for the applicability of documentary transfer tax and affordable housing and jobs tax.
- Files Fictitious Business Name Statements, requiring certificates of incorporation and partnerships.
- Provides clerical support during the election process.
- Oversees the archival process of historical records, microfilm, film storage and inventory located at secured offsite storage facility.
- Travels out of county to audit and inventory archived records located in secured storage facility.
- Participates in the hiring of assigned staff.
- Evaluates employee performance, counsels employees, recommends initial disciplinary action and other personnel decisions.
- Performs related duties as assigned.

LEAD DEPUTY CLERK/RECORDER – 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, scanners, calculators, 10 key, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; continuous contact with staff and the public. Out of office travel may be required for training purposes.

DESIRABLE QUALIFICATIONS

Knowledge of:

- The California statutes pertaining to the functions of the County Clerk-Recorder; legal responsibilities, methods and documents used to convey and transfer title of real property.
- Standards required in the processing, certification and storage of vital records.
- Standards required for the retention of current, historic and archived records.
- Modern methods and techniques used with filing, indexing, and information retrieval systems.
- Principles and procedures of lead direction, coordination and organization, report preparation, basic arithmetic, account tracking and balancing.
- Operational use of scanners, copiers and computer.
- Principles of business letter writing, English usage, composition, vocabulary, spelling, grammar and punctuation.
- Notary Bond and Fictitious Business Name Statement filing.
- Procedures of issuing marriage licenses and performing wedding ceremonies.

Ability to:

- Provide lead direction and training for Deputy Clerk-Recorder I and II and other staff.
- Interpret and apply Federal, State and local policies, procedures, laws and regulations governing recording of legal documents.
- Apply election policies and voter registration procedures.
- Operate a variety of office equipment including computers, copiers, scanners, 10 key and microfilm equipment.
- Prepare and maintain reports, records and logs.
- Apply election and voter registration policies.
- Establish and maintain cooperative working relationships within department and other departments.
- Deal tactfully and courteously with public in explaining and providing assistance with document submission and recording procedures.

LEAD DEPUTY CLERK/RECORDER – 4

Training and Experience:

Qualifications needed for this position:

High school diploma or equivalent GED certificate.

Associates of Arts or Bachelor's degree in Business, Computer Science, Geography, History, Political Science or Law.

One (1) year minimum of supervisory experience.

Two (2) years' experience performing duties as a Deputy Clerk-Recorder II.

Three (3) years' experience in analyzing legal documents.

Two (2) years' experience in land title transaction related industry such as a title company or related field.

Completion of Records Certification Training is highly desirable.

Special Requirements:

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

Must pass a Department of Justice (DOJ) background check as a condition of 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.

DEPUTY CLERK/RECORDER I

DEFINITION

Under general direction to perform a variety of clerical and routine administrative duties relating to the County Clerk/Recorder's Office involving receiving, reviewing/examining, processing, recording and maintaining records; to participate and assist in all phases of the election process, and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Deputy Clerk/Recorder class. This class is distinguished from the Deputy Clerk/Recorder II by the performance of the more routine tasks and duties assigned to positions within the series including document recording and filing. Incumbents are expected to enter the work area with office skills and background, even though they are not expected to be familiar with the policies and functions of the County Clerk/Recorder/Elections. When the requested experience and background has been gained and sufficient work skills and knowledge are demonstrated, an incumbent may be promoted to Deputy Clerk/Recorder II.

REPORTS TO

Lead Deputy Clerk-Recorder

Assistant County Clerk/Recorder

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CLASSIFICATION DIRECTLY SUPERVISED

None

DEPUTY CLERK/RECORDER I - 2

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EXAMPLES OF DUTIES

- Receives and reviews examines documents to be recorded in accordance with laws governing public recordation.
- ~~Ensures~~ Ensures that documents are properly signed, acknowledged, dated and legible.
- ~~Records and indexes~~ Records and indexes documents that are legally entitled to be recorded.
- ~~Cashiers and processes recordings, marriage license applications, applications for certified copies of vital records, fictitious business name statements, notaries public filings, power of attorney filings and other documents.~~
- ~~Issues marriage licenses and performs wedding ceremonies.~~
- ~~Enters and indexes input appropriate information into a specialized official record database system, the computer system or other appropriate record-keeping systems.~~
- ~~Files and maintains records.~~
- ~~Compares hardcopy documents to microfilmed document images.~~
- ~~Prepares documents for return mailings.~~
- ~~Files CEQA documents including environmental impact reports, notices of determination and other notices. Provide clerical support in all phases of the election process; mail voter notification cards; register voter; process voter affidavits on a computer; prepare voter index; process absentee ballot applications.~~
- ~~Types a variety of documents including birth and death lists, marriage licenses, wills and passports. Verifies map scanning and recording; prepares map electronic media for distribution.~~
- ~~File certificates of fictitious names, articles and corporations, and co-partnerships. Records mining claim documents, ensuring appropriate property taxes have been paid.~~
- ~~Prepares marriage license packets, vital record request forms and mining claim forms.~~
- ~~Maintains inventory of office supplies.~~
- ~~Provides clerical support for the election process.~~
- ~~Order supplies as needed.~~
- ~~Perform related duties as assigned.~~
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended period; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to ~~25 lbs~~ 50 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners, postage machine and FAX.

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TYPICAL WORKING CONDITIONS

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

DEPUTY CLERK/RECORDER I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Modern office practices and procedures.
- Methods and techniques of filing, indexing and information retrieval systems.
- English usage, spelling, grammar and punctuation.
- Basic arithmetic.
- Computers and software applications.
- Operation and use of office equipment.
- Legal terminology, forms and procedures.
- Principles and procedures of record keeping.
- Principles of business letter writing and basic report preparation.
- Cashiering and security procedures.
- Basic land title process.
- Basic voter and election process.

Ability to:

- Interpret and apply Federal, State and local policies, procedures, laws and regulations governing the recording of legal land title transaction documents.
- Manage and balance cash transactions and prepare daily deposits.
- Operate a variety of office equipment including typewriters, computers, copiers, adding machines and microfilm scanning equipment.
- Prepare and maintain reports, records and logs.
- Establish and maintain cooperative working relationships.
- Understand election and security procedures.

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

Qualifications needed for this position:

High school diploma or equivalent GED certificate

One-Two (12) years' experience of governmental, computer or administrative experience in a customer service based office.

Associate's degree may be substituted for one (1) year of required work experience, responsible office, clerical or administrative support including experience in a public contact position.

DEPUTY CLERK/RECORDS I - 4

Special Requirements:

Special Requirements: Possession of a valid California Driver's License issued by the Department of Motor Vehicles

-----Must possess a valid driver's license at the time of application a valid California Driver's License by the time of appointment. The valid California License issued by the Department of Motor Vehicles must be maintained through employment.

-----Must pass a typing test with a 40 words per minute minimum. Must possess a 40 words per minute certificate or pass exam.

-----Must pass background check and be fingerprinted.

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.

DEPUTY CLERK-RECORDER I

DEFINITION

Under general direction to perform a variety of clerical and routine administrative duties relating to the County Clerk-Recorder's Office involving receiving, examining, processing, recording and maintaining records; to participate and assist in the election process, and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Deputy Clerk-Recorder class. This class is distinguished from the Deputy Clerk-Recorder II by the performance of the more routine tasks and duties assigned to positions within the series including document recording and filing. Incumbents are expected to enter the work area with office skills and background, even though they are not expected to be familiar with the policies and functions of the County Clerk-Recorder. When the requested experience and background has been acquired and sufficient work skills and knowledge are demonstrated, an incumbent may be promoted to Deputy Clerk-Recorder II.

REPORTS TO

Lead Deputy Clerk-Recorder

CLASSIFICATION DIRECTLY SUPERVISED

None

DEPUTY CLERK/RECORDER I - 2

EXAMPLES OF DUTIES

- Receives and examines documents to be recorded in accordance with laws governing public recordation.
- Ensures documents are properly signed, acknowledged, dated and legible.
- Records and indexes documents that are legally entitled to be recorded.
- Cashiers and processes recordings, marriage license applications, applications for certified copies of vital records, fictitious business name statements, notaries public filings, power of attorney filings and other documents.
- Issues marriage licenses and performs wedding ceremonies.
- Enters and indexes appropriate information into a specialized official record database system.
- Files and maintains records.
- Compares hardcopy documents to microfilmed document images.
- Prepares documents for return mailings.
- Files CEQA documents including environmental impact reports, notices of determination and other notices.
- Verifies map scanning and recording; prepares map electronic media for distribution.
- Records mining claim documents, ensuring appropriate property taxes have been paid.
- Prepares marriage license packets, vital record request forms and mining claim forms.
- Maintains inventory of office supplies.
- Provides support for the election process.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended period; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 50lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners, postage machine and FAX.

TYPICAL WORKING CONDITIONS

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

DEPUTY CLERK/RECORDER I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Modern office practices and procedures.
- Methods and techniques of filing, indexing and information retrieval systems.
- English usage, spelling, grammar and punctuation.
- Basic arithmetic.
- Computers and software applications.
- Operation and use of office equipment.
- Legal terminology, forms and procedures.
- Principles and procedures of record keeping.
- Principles of business letter writing and basic report preparation.
- Cashiering and security procedures.
- Basic land title process.
- Basic voter and election process.

Ability to:

- Interpret and apply Federal, State and local policies, procedures, laws and regulations governing the recording of legal land title transaction documents.
- Manage and balance cash transactions and prepare daily deposits.
- Operate a variety of office equipment including typewriters, computers, copiers, adding machines and scanning equipment.
- Prepare and maintain reports, records and logs.
- Establish and maintain cooperative working relationships.
- Understand election and security procedures.

DEPUTY CLERK/RECORDER I – 4

TRAINING AND EXPERIENCE:

Qualifications needed for this position:

High school diploma or equivalent GED certificate.

Two (2) years' experience of governmental, computer or administrative experience in a customer service based office.

Associate's degree may be substituted for one (1) year of required work experience.

Special Requirements:

Must possess a valid driver's license at the time of application a valid California Driver's License by the time of appointment. The valid California License issued by the Department of Motor Vehicles must be maintained through employment.

Must possess 40 words per minute (WPM) typing certificate or pass exam.

Must pass a Department of Justice (DOJ) background check as a condition of 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.

DEPUTY CLERK/RECORDER II

DEFINITION

Under general direction to perform a variety of clerical and routine administrative duties relating to the County Clerk/Recorder's Office involving receiving, reviewing, examining, processing, recording, protecting and maintaining-preserving the County's official records; to participate and assist in all phases of the election process, and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the full journey level in the Deputy Clerk/Recorder class series. Incumbents within this class are distinguished from the Deputy Clerk/Recorder I by the performance of the full range of duties as assigned including voter registration and election procedures including report preparation, invoicing, basic accounting and record keeping. Employees perform a variety of assignments, requiring substantial experience and working background.

REPORTS TO

Assistant County Clerk/Recorder Lead Deputy Clerk/Recorder

CLASSIFICATION DIRECTLY SUPERVISED

None

DEPUTY CLERK/RECORDER II - 2

EXAMPLES OF DUTIES

- Receives and examines documents to be recorded in accordance with laws governing public recordation.
- Ensures documents are properly signed, acknowledged, dated and legible.
- Special emphasis on requirements for recording deeds and determining documentary transfer tax applicability.
- Records and indexes documents that are legally entitled to be recorded.
- Cashiers and processes recordings, marriage license applications, applications for certified copies of vital records, fictitious business name statements, notaries public filings, power of attorney filings and other documents.
- Verifies indexed information from the specialized official record database system.
- Files and maintains records.
- Compares hardcopy documents to microfilm document images.
- Prepares 30 day notices to fictitious business name statement customers.
- Reports to state agency fees collected for CEQA documents including environmental impact reports, notices of determination and other notices.
- Balances cash drawer and prepares daily deposits to the treasurer.
- Reconciles Gov Pay credit card transactions.
- Prepares invoices and tracks payments for official record index to title companies.
- Prepares invoices and tracks payments for map media subscribers.
- Verifies map scanning and recording; prepares map electronic media for distribution.
- Records mining claim documents, ensuring appropriate property taxes have been paid.
- Maintains inventory of office supplies.
- Issues marriage licenses and performs wedding ceremonies.
- Provides clerical support for the election process.
- Performs related duties as assigned.
- Receives and reviews documents to be recorded in accordance with laws governing public recordation.
- Ensure that documents are properly signed, acknowledged, dated and legible; index and record documents that are legally entitled to be recorded.
- Input appropriate information into the computer system or other appropriate record-keeping systems.
- File and maintain records.
- Provide clerical support in all phases of the election process; mail voter notification cards; register voters; process voter affidavits as a constituent; prepare voter index; process absentee ballot applications.
- Type a variety of documents including birth and death lists, marriage licenses, wills and passports.
- File certificates of fictitious surnames, articles and corporations, and co-partnerships.
- Maintain inventory of office supplies.
- Order supplies as needed.
- Perform related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25-50 lbs.; correct hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners, postage machine and FAX

DEPUTY CLERK/RECORDER II - 3

TYPICAL WORKING CONDITIONS

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

DEPUTY CLERK/RECORDER II-3

DESIRED DESIRABLE QUALIFICATIONS

Knowledge of:

- Modern office practices and procedures.
- Methods and techniques of filing, indexing and information retrieval systems.
- English usage, spelling, grammar and punctuation.
- Basic arithmetic and calculation and distribution of fees.
- Computers and software applications.
- Operation and use of office equipment.
- Applicability of legal terminology, forms and procedures relating to official documents.
- Current laws requiring the collection of funds to be submitted to the state.
- Legal property descriptions and parcel numbers.
- Principles and procedures of record keeping.
- Accounting practices, database operation and information retrieval.
- Troubleshooting database program with vendor assistance.
- Advanced understanding of qualifying exemptions for no-fee transactions.
- Operations and advanced understanding of conversion of scanned images to archival microfilm.
- Spreadsheet development for tracking purposes of record location.
- Principles of business letter writing and basic report preparation.
- Cashiering and security procedures.
- Basic land title process.
- Basic voter and election process.

Knowledge of:

- ~~Modern office practices and methods.~~
- ~~Methods and techniques of filing, indexing, and information retrieval systems.~~
- ~~English usage, spelling, grammar and punctuation.~~
- ~~Basic arithmetic.~~
- ~~Computer and software operation and use of office equipment.~~
- ~~Organization policies and operating procedures of the department.~~
- ~~Legal terminology, forms and procedures.~~
- ~~Principles and procedures of record keeping.~~
- ~~Principles of business letter writing and basic report preparation.~~

Ability to:

- Interpret and apply Federal, State and local policies, procedures, laws and regulations governing the recording of legal land title transaction documents.
- Manage and balance cash transactions and prepare daily deposits.
- Keep logs and records of documents recorded, returned unrecorded and returned following recording. Apply election policies and voter registration procedures.
- Operate a variety of office equipment including typewriters, computers, copiers, adding

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machines, scanners and microfilm equipment postage machine.

- Prepare and maintain reports, records and logs.
- Establish and maintain cooperative working relationships.
- Understand election and security procedures.

DEPUTY CLERK/RECORDES II - 4

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

Qualifications needed for this position:

High school diploma or equivalent GED certificate.

At least one (1) year of responsible experience performing a variety of office or administrative support work at a level equivalent to Deputy Clerk/Recorder I in Plumas County.

High school diploma or equivalent GED certificate.

Two (2) years' experience of governmental, computer or administrative experience in a customer-service based office.

Associate's degree may be substituted for one (1) year of required work experience.

Special Requirements:

____ Must possess a valid driver's license at the time of application a valid California Driver's License by the time of appointment. The valid California License issued by the Department of Motor Vehicles must be maintained through employment.

____ Must pass a typing test with a possess a 40 words per minute certificate or pass examination.

____ Must pass a background check and be fingerprinted.

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.

Two (2) years of college preferable.

SPECIAL REQUIREMENTS: Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

DEPUTY CLERK-RECORDER II

DEFINITION

Under general direction to perform a variety of clerical and routine administrative duties relating to the County Clerk-Recorder's Office involving receiving, examining, processing, recording, protecting and preserving the County's official records; to participate and assist in the election process, and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the full journey level in the Deputy Clerk-Recorder class series. Incumbents within this class are distinguished from the Deputy Clerk-Recorder I by the performance of the full range of duties as assigned including report preparation, invoicing, basic accounting and record keeping. Employees perform a variety of assignments, requiring substantial experience and working background.

REPORTS TO

Lead Deputy Clerk-Recorder

CLASSIFICATION DIRECTLY SUPERVISED

None

DEPUTY CLERK/RECORDER II - 2

EXAMPLES OF DUTIES

- Receives and examines documents to be recorded in accordance with laws governing public recordation.
- Ensures documents are properly signed, acknowledged, dated and legible.
- Special emphasis on requirements for recording deeds and determining documentary transfer tax applicability.
- Records and indexes documents that are legally entitled to be recorded.
- Cashiers and processes recordings, marriage license applications, applications for certified copies of vital records, fictitious business name statements, notaries public filings, power of attorney filings and other documents.
- Verifies indexed information from the specialized official record database system.
- Files and maintains records.
- Compares hardcopy documents to microfilmed document images.
- Prepares 30 day notices to fictitious business name statement customers.
- Reports to state agency fees collected for CEQA documents including environmental impact reports, notices of determination and other notices.
- Balances cash drawer and prepares daily deposits to the treasurer.
- Reconciles Gov Pay credit card transactions.
- Prepares invoices and tracks payments for official record index to title companies.
- Prepares invoices and tracks payments for map media subscribers.
- Verifies map scanning and recording; prepares map electronic media for distribution.
- Records mining claim documents, ensuring appropriate property taxes have been paid.
- Maintains inventory of office supplies.
- Issues marriage licenses and performs wedding ceremonies.
- Provides clerical support for the election process.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 50 lbs.; correct hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners, postage machine and FAX.

DEPUTY CLERK/RECORDER II - 3

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Modern office practices and procedures.
- Methods and techniques of filing, indexing and information retrieval systems.
- English usage, spelling, grammar and punctuation.
- Basic arithmetic, calculation, and distribution of fees.
- Computers and software applications.
- Operation and use of office equipment.
- Applicability of legal terminology, forms and procedures relating to official documents.
- Current laws requiring the collection of funds to be submitted to the state.
- Legal property descriptions and parcel numbers.
- Principles and procedures of record keeping.
- Accounting practices, database operation and information retrieval.
- Troubleshooting database program with vendor assistance.
- Advanced understanding of qualifying exemptions for no-fee transactions.
- Operations and advanced understanding of conversion of scanned images to archival microfilm.
- Spreadsheet development for tracking purposes of record location.
- Principles of business letter writing and basic report preparation.
- Cashiering and security procedures.
- Basic land title process.
- Basic voter and election process.

Ability to:

- Interpret and apply Federal, State and local policies, procedures, laws and regulations governing the recording of legal land title transaction documents.
- Manage and balance cash transactions and prepare daily deposits.
- Keep logs and records of documents recorded, returned unrecorded and returned following recording.
- Operate a variety of office equipment including typewriters, computers, copiers, adding machines, scanners and postage machine.
- Prepare and maintain reports, records and logs.
- Establish and maintain cooperative working relationships.
- Understand election and security procedures.

DEPUTY CLERK/RECORDER II - 4

TRAINING AND EXPERIENCE:

Qualifications needed for this position:

High school diploma or equivalent GED certificate.

At least one (1) year of responsible experience performing a variety of office or administrative support work at a level equivalent to Deputy Clerk-Recorder I in Plumas County.

Two (2) years' experience of governmental, computer or administrative experience in a customer service based office.

Associate's degree may be substituted for one (1) year of required work experience.

Special Requirements:

Must possess a valid driver's license at the time of application a valid California Driver's License by the time of appointment. The valid California License issued by the Department of Motor Vehicles must be maintained through employment.

Must possess 40 words per minute (WPM) typing certificate or pass exam.

Must pass a Department of Justice (DOJ) background check as a condition of 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.

PLUMAS COUNTY

Approved: XXXXX 2019

Revised: 2019 January 2019

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ELECTIONS COORDINATOR

DEFINITION

Under general direction, to perform a variety of specialized administrative election support duties for the Plumas County Elections Division of the Clerk-Recorder's Department. Performs information gathering, information preparation, and public relations assignments in the planning and conduct of local, State and Federal elections and does related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single position classification with responsibility for the day-to-day coordination of the Elections Division. This position must exercise a high degree of judgment and initiative, and must have a thorough knowledge of "The Help America Voter Act", the "National Voter Registration Act" electronic recording equipment, all election codes, the election process, local, State, and Federal elections, and performs office support duties for the County Clerk/Recorder.

REPORTS TO

Assistant County Clerk/Recorder.

CLASSIFICATIONS DIRECTLY SUPERVISED

~~Temporary precinct and election staff. May provide lead direction to regular staff, as assigned.~~ Elections Services Assistant I and II
Temporary Election Boards
Ballot Processing Boards

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EXAMPLES OF DUTIES

- Assists in planning, organizing and coordinating the election functions of the County-county including local, State and Federal elections.
- Using existing software a secure statewide database and certified software, creates and redesigns the ballot layout, with paper sizing, formatting, water marks, and coding for each individual election.
- Programs the memory cards for the touch screen and optical scan units.
- Insures proper publication and posting of legal notices.
- Insures proper preparation of reports and documents for the Secretary of State's office.
- Maintains voter registration data.
- Reviews candidates filing documents to insure proper submission of forms, other documents and fees
- Accepts initiative, referendum, and other petitions for filing, verifying signatures when necessary.
- Arranges for polling places. Secures additional staffing for election boards and
relates maintains security during election cycles
- Assists in recruiting, selecting and training of precinct officials
- Canvasses precinct records to verify election results and prepares statements of votes cast.
- Establishes and maintains filing systems for election documents, making changes and adjustments as necessary.
- Provides information to the public concerning candidates filing requirements, election regulations, and election functions.
- Assists Council of Intergovernmental Relations and related agencies with the local Political Practices Commission.
- Issues marriage licenses, passport applications and birth certificates performs
marriage wedding ceremonies. Issues certified copies of birth, death, marriage and military discharge papers.
- Performs official Oath of Office ceremonies.
- May be required to work extended hours and weekends as needed during peak election periods and attend out of county training as needed.
- Oversees collaboration among management staff and consultants to develop training curriculum as necessary.
- Prepares statistical reports and provides analysis.

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ELECTIONS COORDINATOR - 3

Voter Registration Services

This classification oversees all aspects of the voter registration and voter services and is responsible for:

- Processing conditional voter registration and provisional voting.
- Cancelling active voters based on notification from the Superior Court of felony status.
- Maintaining voter records of confidential voters, military and overseas voters as well as seasonal address voters.
- Overseeing all functions within the VoteCal (Statewide Voter Registration Database).
- Filing and processing state and local petitions.
- Administering the maintaining maintenance of official lists of streets, precincts and districts from maps and records provided by the County Geographic Information System.
- Participating in the decennial census line boundary line changes.

Candidate Filing and cCampaign Services:

- Manages relationships with vendors related to the Voter Information Guide preparation.
- Maintains official list of districts, offices, incumbents and candidates for present and historical purposes.
- Oversees all candidate filings, including declarations of candidacy, nomination petitions and codes of fair campaign practices.
- Facilitates submission of materials related to measures, resolutions, measure text, measure questions, impartial analyses, arguments and rebuttals.
- Conducts the randomized alphabet drawing in accordance with the California Election Code.
- Manages the layout, proofreading, production and timely mailing of Voter Information Guides.
- Prepares appointments of candidates in lieu of election and secures Board of Supervisor agenda time.
- Updates and monitors election and candidate project calendars.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods, frequently stand and walk, normal manual dexterity and eye-hand coordination; physical ability to lift and move objects weighing up to 25 50 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners and FAX. Programs and tests specific election equipment.

ELECTIONS COORDINATOR - 4

TYPICAL WORKING CONDITIONS

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

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ELECTION COORDINATOR—3

DESIRABLE QUALIFICATIONS

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Knowledge of:

- County policies, rules and regulations.
- Policies, functions, and requirements of the County Registrar of Voters.
- Laws, rules, regulations including "The Help America Vote Act", "National Voter Registration Act" and legislation governing the conduct of elections, filing of petitions, and the registration of voters.
- Laws, rules, and regulations, and legislation governing the public access to election documents and information.
- Proper procedures for the acceptance and filing of candidate documents.
- Election and precincting procedures.
- Public and community relations.
- Business and ~~Professional~~ professional Codes.
- Health and ~~Safety~~ safety Codes.
- Establishment and maintenance of filing and information retrieval systems.
- Account and fiscal recordkeeping.
- Office management methods and procedures
- Computerization of election functions.
- Principles of work coordination and training.
- Fair Political Practices Commission rules, regulations and requirements.

Ability to:

- Plan, organize, and coordinate County ~~county~~ election functions.
- Ensure accuracy of ballot configuration including layout, sizing, formatting and coding for each election.
- Monitors accuracy of ballot tabulation ensuring accuracy and confers with software vendors as needed.
- Ensures that the computer system is accurate and checks for errors.
- ~~Confers with the software vendors to correct any problems.~~
- Provide training and coordination for assigned staff and temporary election personnel.
- Interpret, explain, and apply a variety of Federal, State and County election policies, rules and procedures and regulations.
- Read and understand statutes and instruction related to election functions.
- Work with initiative and independence while exercising good judgment in recognizing scope of authority.
- Write and update subject-matter procedures.

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ELECTIONS COORDINATOR—5

- Review and establish the validity of ~~of petition, candidate filing documents, and election~~ results.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare clear, concise, and accurate records and reports.
- Effectively represent County Clerk/Recorder in answering questions, responding to inquiries, providing assistance, and ~~dealing with~~ handling concerns from the public, community organizations, and other agencies.

ELECTIONS COORDINATOR—4

Training and Experience:

Qualifications needed for this position:

Four (4) years of responsible clerical experience or administrative support work at a level equivalent to Deputy Clerk-Recorder II in Plumas County or five-three (53) years of responsible experience performing a variety of elections office/administrative support functions.

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Special Requirements:

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

Must pass a background check and be fingerprinted.

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.

ELECTIONS COORDINATOR

DEFINITION

Under general direction, to perform a variety of specialized administrative election duties for the Plumas County Elections Division of the Clerk-Recorder's Department. Performs information gathering, information preparation, and public relations assignments in the planning and conduction of local, State and Federal elections and does related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single position classification with responsibility for the day-to-day coordination of the Elections Division. This position must exercise a high degree of judgment and initiative, and must have a thorough knowledge of "The Help America Voter Act", the "National Voter Registration Act", all election codes, the election process, local, State, and Federal elections, and perform office support duties for the County Clerk-Recorder.

REPORTS TO

Assistant County Clerk-Recorder

CLASSIFICATIONS DIRECTLY SUPERVISED

Elections Services Assistant I and II
Temporary Election Boards
Ballot Processing Boards

ELECTIONS COORDINATOR – 2

EXAMPLES OF DUTIES

- Assists in planning, organizing and coordinating the election functions of the county including local, State and Federal elections.
- Using a secure statewide database and certified software, creates and redesigns the ballot layout, with paper sizing, formatting, water marks, and coding for each individual election.
- Programs memory cards for touch screen and optical scan units.
- Insures proper publication and posting of legal notices.
- Insures proper preparation of reports and documents for the Secretary of State's office.
- Maintains voter registration data.
- Reviews candidates filing documents to insure proper submission of forms, other documents and fees.
- Accepts initiative, referendum, and other petitions for filing, verifying signatures when necessary.
- Secures additional staffing for election boards and maintains security during election cycles.
- Assists in recruiting, electing and training of election processing boards.
- Canvasses precinct records to verify election results and prepares statements of votes cast.
- Establishes and maintains filing systems for election documents, making changes and adjustments as necessary.
- Provides information to the public concerning candidates filing requirements, election regulations, and election functions.
- Accepts Conflict of interest statements and insures proper filing with the Fair Political Practices Commission.
- Issues marriage licenses, performs wedding ceremonies, and issues certified copies of birth, death, marriage and military discharge papers.
- Performs official Oath of Office ceremonies.
- May be required to work extended hours and weekends as needed during peak election periods and attend out of county training as needed.
- Oversees collaboration among management, staff and consultants to develop training curriculum as necessary.
- Prepares statistical reports and provides analysis.

ELECTIONS COORDINATOR - 3

Voter Registration Services

This classification oversees all aspects of the voter registration and voter services and is responsible for:

- Processing conditional voter registration and provisional voting.
- Cancelling active voters based on notification from the Superior Court of felony status.
- Maintaining voter records of confidential voters, military and overseas voters as well as seasonal address voters.
- Overseeing all functions within the VoteCal (Statewide Voter Registration Database).
- Filing and processing state and local petitions.
- Administering the maintenance of official lists of streets, precincts and districts from maps and records provided by the County Geographic Information System.
- Participating in the decennial census line boundary line changes.

Candidate Filing and Campaign Services:

- Manages relationships with vendors related to the Voter Information Guide preparation.
- Maintains official list of districts, offices, incumbents and candidates for present and historical purposes.
- Oversees all candidate filings, including declarations of candidacy, nomination petitions and codes of fair campaign practices.
- Facilitates submission of materials related to measures, resolutions, measure text, measure questions, impartial analyses, arguments and rebuttals.
- Conducts the randomized alphabet drawing in accordance with the California Election Code.
- Manages the layout, proofreading, production and timely mailing of Voter Information Guides.
- Prepares appointments of candidates in lieu of election and secures Board of Supervisor agenda time.
- Updates and monitors election and candidate project calendars.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods, frequently stand and walk, normal manual dexterity and eye-hand coordination; physical ability to lift and move objects weighing up to 50 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners and FAX. Programs and tests specific election equipment.

TYPICAL WORKING CONDITIONS

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

ELECTIONS COORDINATOR - 4

DESIRABLE QUALIFICATIONS

Knowledge of:

- County policies, rules and regulations.
- Policies, functions, and requirements of the Registrar of Voters.
- Laws, rules, regulations including "The Help America Vote Act", "National Voter Registration Act" and legislation governing the conduct of elections, filing of petitions, and the registration of voters.
- Laws, rules, and regulations, and legislation governing the public access to election documents and information.
- Proper procedures for the acceptance and filing of candidate documents.
- Election and precincting procedures.
- Public and community relations.
- Business and professional Codes.
- Health and safety Codes.
- Establishment and maintenance of filing and information retrieval systems.
- Account and fiscal recordkeeping.
- Office management methods and procedures.
- Computerization of election functions.
- Principles of work coordination and training.
- Fair Political Practices Commission rules, regulations and requirements.

Ability to:

- Plan, organize, and coordinate county election functions.
- Ensure accuracy of ballot configuration including layout, sizing, formatting and coding for each election.
- Monitor accuracy of ballot tabulation ensuring accuracy and confer with software vendors as needed.
- Provide training and coordination for assigned staff and temporary election personnel.
- Interpret, explain, and apply a variety of Federal, State and County election policies, rules and procedures and regulations.
- Read and understand statutes and instruction related to election functions.
- Work with initiative and independence while exercising good judgment in recognizing scope of authority.
- Write and update subject-matter procedures.
- Review and establish the validity of election results.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare clear, concise, and accurate records and reports.
- Effectively represent County Clerk-Recorder in answering questions, responding to inquiries, providing assistance, and handling concerns from the public, community organizations, and other agencies.

ELECTIONS COORDINATOR - 5

Training and Experience:

Qualifications needed for this position:

Four (4) years of responsible clerical experience or administrative support work at a level equivalent to Deputy Clerk-Recorder II in Plumas County or Four (4) years of responsible experience performing a variety of elections office/administrative support functions.

Special Requirements:

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

Must pass a Department of Justice (DOJ) background check as a condition of 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.

PLUMAS COUNTY

Approved: XXXXX 2019

Approved: 08/2015

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ELECTIONS SERVICES ASSISTANT I

DEFINITION

Under supervision, perform a variety of functions relative to the County Clerk-Recorder-Election Division including; performing a variety of technical and general assignments which include processing voter registrations, filing election and legal documents, keeping databases accurate and up to date, assisting with the candidate nomination and filing process and providing a variety of routine administrative support tasks.

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DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Elections Services Assistant class. This class is distinguished from the Elections Services Assistant II by the performance of the more routine tasks and duties assigned to positions within the series. Incumbents are expected to enter the work area with office skills and background, even though they are not expected to be familiar with the policies and functions of the County Clerk-Recorder-Election Division.

REPORTS TO

Reports to the Elections Coordinator.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

Last Revised: 06/2015

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ELECTIONS SERVICES ASSISTANT I - 2

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EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

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- Performs a variety of complex and specialized support work for the conduct of Federal, State, Local and Special District elections.
- Registers voters; maintains voter registration records; processes Vote by Mail requests; participateparticipates in the issuance, acceptance and verification of nomination papers, petitions, candidate and Fair Political Practices Commission (FPPC) committee filings; compile a variety of data for special reports, forms and periodic reviews.
- ProvideProvides updated information to social media site.
- Responsible for assisting in the operation of the Elections Division voter and election management system, including programing for elections, preparing disks and reports for candidates, committees and the Secretary of State.
- Refers questions regarding election policies and procedures to appropriate staff within scope of authority.
- Performs election activities including preparing, assembling and distributing publications, notices, sample-voter information guides and official ballots, processes and tracks Vote by Mail requestsballots.
- Assists in testing of election and ballot tabulation equipment, conducting official canvass and certification of election and/or recount results.
- Provide Provides proofreading for sample-ballots, voter information guides and other printed election material. May provide voice audio materials for Voters with Specific Needs
- Provide Provides assistance to the Elections Coordinator.
- Builds and maintains positive working relationships with co-workers, other county employees, and the public using principles of good customer service. ContributeContributes to a positive work environment.
- May be occasionally assigned to perform County Clerk-Recorder duties to meet workload demands.
- May be required to work extended hours and weekends as needed during peak election periods and attend out of county training as needed.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended period; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 50 lbs; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners, postage machine and FAX.

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ELECTIONS SERVICES ASSISTANT I - 3

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TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic understanding of voter registration and the election process.
- Current computer systems, applications such as Excel, Word and Power Point, spreadsheets and databases.
- Basic legal terminology.
- Principles of English grammar, spelling and punctuation.
- Basic math skills.
- Office methods, practices, and procedures, including accuracy in filing, letter and report writing.
- Comprehensive public contact techniques

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Ability to:

- Implementing policies and procedures while assuring compliance with department and division goals and objectives.
- Researching, reading and understanding relevant Federal, State, County, Municipal, School and Special District statutes, rules, ordinances, codes and regulations.
- Accepting direction regarding prioritizing multiple tasks, projects and demands.
- Working within deadlines to complete projects and assignments.
- Effectively identifying and recommending solutions to problems.
- Working under pressure of constant deadlines, with multiple priorities.
- Reading and following written and verbal instructions.
- Reading and understanding geographical mapping terminology.
- Reading and comparing handwritten signatures rapidly and accurately.
- Efficiently utilizing time management skills.

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ELECTIONS SERVICES ASSISTANT I - 4

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Training and Experience:

Qualifications needed for this position:

High school diploma or equivalent GED certificate.

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Two (2) years of governmental, computer or administrative experience in a customer service based office.

Substitution: Associate's degree may be substituted for one (1) year of required work experience.

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Special Requirements:

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

Must pass a background check and be fingerprinted.

Must possess a 40 words per minute typing certificate or pass exam.

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.

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ELECTIONS SERVICES ASSISTANT I

DEFINITION

Under supervision, perform a variety of functions relative to the County Clerk-Recorder-Election Division including; performing a variety of technical and general assignments which include processing voter registrations, filing election and legal documents, keeping databases accurate and up to date, assisting with the candidate nomination and filing process and providing a variety of routine administrative support tasks.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Elections Services Assistant class. This class is distinguished from the Elections Services Assistant II by the performance of the more routine tasks and duties assigned to positions within the series. Incumbents are expected to enter the work area with office skills and background, are expected to be familiar with the functions of the County Clerk-Recorder-Election Division.

REPORTS TO

Reports to the Elections Coordinator.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

ELECTIONS SERVICES ASSISTANT I - 2

EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

- Performs a variety of complex and specialized support work for the conduct of Federal, State, Local and Special District elections.
- Registers voters; maintains voter registration records; processes Vote by Mail requests; participates in the issuance, acceptance and verification of nomination papers, petitions, candidate and Fair Political Practices Commission (FPPC) committee filings; compiles a variety of data for special reports, forms and periodic reviews.
- Provides updated information to social media site.
- Responsible for assisting in the operation of the Elections Division voter and election management system, including programing for elections, preparing disks and reports for candidates, committees and the Secretary of State.
- Refers questions regarding election policies and procedures to appropriate staff within scope of authority.
- Performs election activities including preparing, assembling and distributing publications, notices, voter information guides and official ballots, processes and tracks Vote by Mail ballots.
- Assists in testing election and ballot tabulation equipment, conducting official canvass and certification of election and/or recount results.
- Provides proofreading for ballots, voter information guides and other printed election material. May provide voice audio materials for Voters with Specific Needs.
- Provides assistance to the Elections Coordinator.
- Builds and maintains positive working relationships with co-workers, other county employees, and the public using principles of good customer service. Contributes to a positive work environment.
- May be occasionally assigned to perform County Clerk-Recorder duties to meet workload demands.
- May be required to work extended hours and weekends as needed during peak election periods and attend out of county training as needed.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended period; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 50 lbs; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners, postage machine and FAX.

ELECTIONS SERVICES ASSISTANT I - 3

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic understanding of voter registration and the election process.
- Current computer systems, applications such as Excel, Word and Power Point, spreadsheets and databases.
- Basic legal terminology.
- Principles of English grammar, spelling and punctuation.
- Basic math skills.
- Office methods, practices, and procedures, including accuracy in filing, letter and report writing.
- Comprehensive public contact techniques.

Ability to:

- Implement policies and procedures while assuring compliance with department and division goals and objectives.
- Research, reading and understanding relevant Federal, State, County, Municipal, School and Special District statutes, rules, ordinances, codes and regulations.
- Accept direction regarding prioritizing multiple tasks, projects and demands.
- Work within deadlines to complete projects and assignments.
- Effectively identify and recommend solutions to problems.
- Work under pressure of constant deadlines, with multiple priorities in fast-paced conditions.
- Read and follow written and verbal instructions.
- Read and understand geographical mapping terminology.
- Read and compare handwritten signatures rapidly and accurately.
- Efficiently utilize time management skills.
- Ability to understand and apply confidentiality procedures regarding voter files.

ELECTIONS SERVICES ASSISTANT I - 4

Training and Experience:

Qualifications needed for this position:

High school diploma or equivalent GED certificate.

Two (2) years of governmental, computer or administrative experience in a customer service based office.

Substitution: Associate's degree may be substituted for one (1) year of required work experience.

Special Requirements:

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

Must pass a Department of Justice (DOJ) background check as a condition of employment.

Must possess 40 words per minute typing certificate or pass exam.

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.

PLUMAS COUNTY

Approved: XXXXX2013

Approved: 08/28/15 / revised January 2013

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ELECTIONS SERVICES ASSISTANT II

DEFINITION

Under general supervision, perform a variety of functions relative to the County Clerk-Recorder-Election Division including registering voters, conducting elections, processing voter registrations, filing election and legal documents; performing a variety of technical and general assignments which include evaluating and maintaining voter registration and election databases, providing a variety of routine administrative support tasks.

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DISTINGUISHING CHARACTERISTICS

This is the journey level within the Elections Services Assistant class series. This class is distinguished from the Elections Services Assistant I by the performance of the full range of duties with general supervision. Incumbents perform a variety of assignments, requiring substantial experience and working background. At the journey level the incumbent is knowledgeable in the applicable sections of federal, state and county statutes, rules, ordinances, codes and regulations pertaining to voter registration and election activities; and the policies and procedures of the County Clerk-Recorder-Election Division.

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REPORTS TO

Reports to the Elections Coordinator and Assistant Clerk-Recorder.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

Last Revised: 08/28/15

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ELECTIONS SERVICES ASSISTANT II-2

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EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

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- Performs a variety of difficult, complex and specialized support work for the conduct of Federal, State, Local and Special District elections.
- Registers voters; maintains voter registration records; maintains Vote by Mail files and requests; participates in the issuance, acceptance and verification of nomination papers, petitions, candidate and Fair Political Practices Commission (FPPC) committee filings; monitors the county data processing system, compiles a variety of administrative data for special reports, forms and periodic reviews.
- Assists in the operation of the Elections Division voter and election management system, including programming for elections, preparing disks and reports for candidates, committees and the Secretary of State.
- Interprets, applies, and explains election laws, policies and procedures within scope of authority.
- Performs election activities including preparing, assembling and distributing publications, notices, sample and official ballots, voter information guides, processes and tracks Vote by Mail requests for official ballots.
- Assists in programming, testing and certification of election and ballot tabulation equipment, conducting official canvasses and certification of election and/or recount results.
- Responds to public inquiries, and refers to appropriate staff member as needed; explains the application of statutes and regulations.
- Provides proofreading for sample ballots, voter information guides and other printed election material.
- Provides assistance to the Elections Coordinator.
- Builds and maintains positive working relationships with co-workers, other county employees, and the public using principles of good customer service. Contributes to a positive work environment.
- May be assigned to perform County Clerk-Recorder duties to meet workload demands.
- May be required to work extended hours and weekends as needed during peak election periods.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended period; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 50lbs, corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners, postage machine and FAX.

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TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Elections voter registration and political reform act procedures and practices.
- Current computer systems, applications and databases.
- Applicable sections of federal, state and county statutes, rules, ordinances, codes and regulations pertaining to voter registration and election activities.
- County and Department ~~department~~ policies and procedures.
- Basic legal terminology.
- Principles of English grammar, spelling and punctuation.
- Basic math and ~~accounting~~ skills.
- Office methods, practices, and procedures, including filing, letter and report writing.
- Comprehensive public contact techniques.

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Ability to:

- Planning and implementing policies and procedures while assuring compliance with department and division goals and objectives.
- Reading, understanding, interpreting and applying relevant Federal, State, County, Municipal, School and Special District statutes, rules, ordinances, codes and regulations.
- Assessing and prioritizing multiple tasks, projects and demands.
- Working within deadlines to complete projects and assignments.
- Effectively identifying and recommending solutions to problems.
- Working within deadlines to complete projects and assignments.
- Assessing, analyzing, identifying and recommending solutions to problems.
- Working under pressure of constant deadlines, with multiple priorities.
- Reading and following written and verbal instructions.
- Reading and understanding geographical mapping terminology.
- Reading and comparing handwritten signatures rapidly and accurately.

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ELECTIONS SERVICES ASSISTANT II - 4

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Training and Experience:

Qualifications needed for this position:

High school diploma or equivalent GED certificate;

Two (2) years of governmental, computer or administrative experience in a clerk-recorder's office is preferred

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OR

Two (2) years of governmental, computer or administrative experience and one (1) year of experience equivalent

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~~(4) years of experience equivalent~~ to the Elections Services Assistant I.

Substitution: Associate's degree may be substituted for one (1) year of required work experience.

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Special Requirements:

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

Must pass a background check and be fingerprinted.

~~Possession-~~Must possess a 60-40 words per minute typing certificate or pass exam.

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.

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ELECTIONS SERVICES ASSISTANT II

DEFINITION

Under general supervision, perform a variety of functions relative to the County Clerk-Recorder-Election Division including registering voters, conducting elections, processing voter registrations, filing election and legal documents; performing a variety of technical and general assignments which include evaluating and maintaining voter registration and election databases, providing a variety of routine administrative support tasks.

DISTINGUISHING CHARACTERISTICS

This is the journey level within the Elections Services Assistant class series. This class is distinguished from the Elections Services Assistant I by the performance of the full range of duties with general supervision. Incumbents perform a variety of assignments, requiring substantial experience and working background. At the journey level the incumbent is knowledgeable in the applicable sections of federal, state and county statutes, rules, ordinances, codes and regulations pertaining to voter registration and election activities; and the policies and procedures of the County Clerk-Recorder-Election Division.

REPORTS TO

Reports to the Elections Coordinator and Assistant Clerk-Recorder.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

ELECTIONS SERVICES ASSISTANT II - 2

EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

- Performs a variety of difficult, complex and specialized support work for the conduct of Federal, State, Local and Special District elections.
- Registers voters; maintains voter registration records; maintains Vote by Mail files and requests; participates in the issuance, acceptance and verification of nomination papers, petitions, candidate and Fair Political Practices Commission (FPPC) committee filings; monitors the county data processing system, compiles a variety of administrative data for special reports, forms and periodic reviews.
- Assists in the operation of the Elections Division voter and election management system, including programming for elections, preparing disks and reports for candidates, committees and the Secretary of State.
- Interprets, applies, and explains election laws, policies and procedures within scope of authority.
- Performs election activities including preparing, assembling and distributing publications, notices, official ballots, voter information guides, processes and tracks Vote by Mail ballots.
- Assists in programming, testing and certification of election and ballot tabulation equipment, conducting official canvass and certification of election and/or recount results.
- Responds to public inquiries, and refers to appropriate staff member as needed; explains the application of statutes and regulations.
- Provides proofreading for ballots, voter information guides and other printed election material.
- Provides assistance to the Elections Coordinator.
- Builds and maintains positive working relationships with co-workers, other county employees, and the public using principles of good customer service. Contributes to a positive work environment.
- May be assigned to perform County Clerk-Recorder duties to meet workload demands.
- May be required to work extended hours and weekends as needed during peak election periods.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended period; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 50lbs; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners, postage machine and FAX.

ELECTIONS SERVICES ASSISTANT II - 3

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Elections, voter registration, candidate filing and political reform act procedures and practices.
- Current computer systems, applications and databases.
- Applicable sections of federal, state and county statutes, rules, ordinances, codes and regulations pertaining to voter registration and election activities.
- County and department policies and procedures.
- Basic legal terminology.
- Principles of English grammar, spelling and punctuation.
- Basic math and accounting skills.
- Office methods, practices, and procedures, including filing, letter and report writing.
- Comprehensive public contact techniques.
- Functions of VoteCal, the statewide voter registration database.
- California online voter registration process

Ability to:

- Plan and implement policies and procedures while assuring compliance with department and division goals and objectives.
- Read, understand, interpret and apply relevant Federal, State, County, Municipal, School and Special District statutes, rules, ordinances, codes and regulations.
- Assess and prioritize multiple tasks, projects and demands.
- Work within deadlines to complete projects and assignments.
- Effectively identify and recommend solutions to problems.
- Work within deadlines to complete projects and assignments.
- Assess, analyze, identify and recommend solutions to problems.
- Work under pressure of constant deadlines, with multiple priorities.
- Read and following written and verbal instructions.
- Read and understanding geographical mapping terminology.
- Read and compare handwritten signatures rapidly and accurately.
- Understand and apply confidentiality procedures regarding voter files.

ELECTIONS SERVICES ASSISTANT II - 4

Training and Experience:

Qualifications needed for this position:

High school diploma or equivalent GED certificate.

Two (2) years of governmental, computer or administrative experience in a clerk-recorder's office is preferred,
OR

Two (2) years of governmental, computer or administrative experience and one (1) year of experience equivalent to the Elections Services Assistant I.

Substitution: Associate's degree may be substituted for one (1) year of required work experience.

Special Requirements:

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

Must pass a background check and be fingerprinted.

Must possess 40 words per minute typing certificate or pass exam.

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.



3C.2.

BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

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

MEETING DATE: May 19, 2020

SUBJECT: RESOLUTION to amend Board of Supervisors Resolution No. 76-2914 ("Exhibit C" Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses) Subsection 6 (Miscellaneous compatible uses) of Paragraph "J"

RECOMMENDATION:

1. Adopt Resolution No. 2020-_____ to amend Resolution No. 76-2914 Subsection 6 (Miscellaneous compatible uses) of Paragraph "J"

BACKGROUND:

On November 23, 1976, the Board of Supervisors adopted Resolution No. 76-2914 that put into place "Exhibit C" or uniform rules governing the establishment and administration of Agricultural Preserves, including compatible uses. Subsequent amendments, by resolution, have been made to certain subsections of "Exhibit C" in 1979, 1981, 1985, 1988, and 1994.

On January 14, 2020 the Board of Supervisors approved Resolution of Intention No. 2020-8459 (Attachment 1) with the resolve to address potential amendments to Resolution No. 76-2914 regarding uses determined to be compatible within Agricultural Preserves.

At the meeting of the Board of Supervisors on April 21, 2020, the Board had a discussion regarding amending "Exhibit C" Subsection J, Miscellaneous compatible uses (Attachment 1). Planning staff stated in the staff report (Attachment 1) the objective of the discussion was to provide initial information and background to consider compatible uses on parcels with Land Conservation Contracts (Williamson Act) zoned Agricultural Preserve (AP). Public testimony was heard. The Board, County Counsel, County Administrator, and Planning staff discussed the item.

PROPOSED ORDINANCE

On May 12, 2020 the Board of Supervisors is holding a public hearing on a proposed ordinance to add definitions of "Commercial social event, limited" and "Commercial social event;" to include the process by which the new uses may be permitted in agricultural zoning (General Agriculture (GA) and AP); and to establish processes, thresholds, and standards for the new uses. See proposed ordinance for definitions of "Commercial social event, limited" and "Commercial social event" and other code sections (Attachment 2).

The proposed ordinance incorporates a new administrative use permit process established for processing the use "Commercial social event, limited." The use of an administrative use permit process will provide a streamlined permit application to be evaluated by Planning staff, as well as the other permitting agencies, with the permit being issued by the Planning Director without the requirement for

a public hearing. The other permitting agencies will be able to "sign off" on the application based on meeting those agencies' legal requirements. The proposed ordinance was written to provide a streamlined procedure through the use of measurable performance standards, written into the code, that provide thresholds by which potential impacts are mitigated. In addition, all code requirements and procedures pertaining to the events are written into the code in a specific way to let applicants know exactly what requirements have to be met. This can be considered a prescriptive zoning ordinance.

The use "Commercial social event," which involves a greater intensity of use than the "Commercial social event, limited" would require a special use permit. The purpose of special use permits is to evaluate compatibility and permit and control uses which have the potential to be socially, economically, or environmentally incompatible with the surrounding area (Attachment 3).

Note: the ordinance will be able to be applied in the AP zone only if the Board of Supervisors amends "Exhibit C" (Resolution No. 76-2914).

PLUMAS COUNTY 2035 GENERAL PLAN CONSISTENCY

The County's General Plan encourages the establishment of compatible uses, agricultural support uses, and miscellaneous accessory uses to protect and support agricultural operations and historic ranches. The GA and AP and Agriculture and Grazing designations are intended as a productive use of resource lands to protect and support agriculture for the continuation of a diversified economy; for the maintenance of the County's rural character; for the protection of scenic, natural, and recreational resources; and as a defining characteristic of the County's quality of life. The AP designation allows for a broad range of agricultural uses, agricultural support services, and compatible uses including farm-based tourism and support owners of lands that have traditionally been used for agriculture to keep land in agriculture production by continuing existing agriculture use, developing compatible uses, and/or leasing lands to agricultural users. The Land Use Element further includes measures to ensure that areas designated for agricultural uses both limit and allow uses that directly relate to agricultural production, support agriculture, complement agricultural uses and landscapes, and are compatible with agriculture. The Economics Element includes policies that strive to support year-round tourism development where it is compatible with the ongoing viability of the County's industries such as agriculture.

CALIFORNIA DEPARTMENT OF CONSERVATION

On April 16, 2020, staff received a letter (Attachment 1) from the California Department of Conservation (DOC) pertaining to the California Land Conservation Act or Williamson Act statutes (GC Sec. 51200 through 51297.4). The Division of Land Resource Protection has reviewed the proposed ordinance and provided comments and recommendations with respect to potential impacts on agricultural land and resources. DOC states that while the Williamson Act instructs counties and cities on what constitutes a compatible use, "...counties and cities are given latitude to determine other uses that can be deemed compatible within the intent of the Williamson Act..."

Planning staff has prepared a response to the issues raised by DOC, as follows:

1. The Department supports activities of an agribusiness venture on land under a Williamson Act contract as long as the facilities, events, and activities support and promote the agricultural commodity being grown on the premises.

The proposed ordinance in Sec. 9-2.4404(c) sets parameters on the area of the limited commercial social event venue. The primary use of the parcel on which the limited commercial social event is located shall be commercial agricultural production. All uses proposed on Williamson Act contracted property must be compatible with the Williamson Act. The event must be designed to be compatible with on-site agricultural operations as well as any adjoining agricultural operations. The portion of the property used for the limited commercial social event

shall be no more than ten (10%) percent of the total acreage or five (5) acres of land, whichever is less.

2. It must be shown that uses and facilities would be inherently related to the site's existing agricultural operation.

The "Commercial social event, limited" and "Commercial social event" uses are defined by the proposed ordinance as the temporary use of land and/or facilities, for which a fee is charged, for meetings, gatherings, weddings and other celebrations, events, and similar uses where a group of people congregate on public or private property zoned for agriculture can be seen to be compatible with the site's existing agricultural operation through the prescriptive ordinance requirements that meet the principles of compatibility and that the uses and facilities would be inherently related to the site's existing agricultural operation through the integration of the uses, although intentionally limited, into the agricultural landscape.

The County received public testimony in support of such events as compatible uses within agricultural landscapes, while preserving the intent of the Williamson Act, citing the ability to bring farm-based tourism visitors to the County that value the agrarian lifestyle and ranch settings (e.g., barns, grazing fields, ranch houses, and outbuildings) and benefit from the experience.

3. Potential increase in population and traffic and could have a negative effect on the subject properties and their agricultural productivity. Show how the number of attendees does not abuse the Williamson Act's leniency in allowing counties to determine the permanent or temporary human population of the agricultural area.

California Government Code, Title 5 (Local Agencies), Division 1 (Cities and Counties), Part 1 (Powers and Deities Common to Cities and Counties), Chapter 7 (Agricultural Land), Article 2 (Declaration), Sec. 51220.5 states the Legislature finds and declares that agricultural operations are often hindered or impaired by uses which increase the density of the permanent or temporary human population of the agricultural area. For this reason, cities and counties shall determine the types of uses to be deemed "compatible uses" in a manner which recognizes that a permanent or temporary population increase often hinders or impairs agricultural operations.

The proposed ordinance does not involve inducement of any population growth or increased housing needs. The County recognizes that the temporary population increase on parcels zoned AP resulting from "Commercial social event, limited" and "Commercial social event" could hinder or impair agricultural operations; and as a result, the proposed ordinance is prescriptive and requires that "Commercial social event, limited" "must be designed to be compatible with on-site agricultural operations as well as any adjoining agricultural operations."

Through the administrative use permit process these concerns would be addressed, just as the special use permit process would evaluate the activities of a "Commercial social event" as not to hinder or impair agricultural operations.

4. The proposed "Commercial social event" use has no maximum on the number of allowable event days or on the number of allowable guests. Consider limiting the number of allowable "Commercial social event."

The purpose of the special use permit process is to permit and control uses which have the potential to be socially, economically, or environmentally incompatible with the surrounding area. The proposed ordinance, by way of this special use permit process and evaluation of compatibility, would limit "Commercial social event" including the number of allowable event days, guests, and other factors that are evaluated through the administrative use permit process.

5. Consider how the proposed ordinance will remain consistent with the principles of compatibility and not cause an undue hardship on agricultural productivity of sites under Williamson Act.

California Government Code, Title 5 (Local Agencies), Division 1 (Cities and Counties), Part 1 (Powers and Deities Common to Cities and Counties), Chapter 7 (Agricultural Land), Article 2.5 (Agricultural Preserves), Sec. 51238.1 describes principles of compatibility that uses approved on contracted lands shall be consistent with, including:

- The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.*
- The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.*
- The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.*

The proposed draft ordinance language sets parameters on the area of the limited commercial social event venue through language in Sec. 9-2.4404(c): “The primary use of the parcel on which the limited commercial social event is located shall be commercial agricultural production. All uses proposed on Williamson Act contracted property must be compatible with the Williamson Act. The portion of the property used for the limited commercial social event shall be no more than ten (10%) percent of the total acreage or five (5) acres of land, whichever is less. The event must be designed to be compatible with on-site agricultural operations as well as any adjoining agricultural operations and single family residences, including appropriate setbacks and parking...”

Further, the proposed draft ordinance language Sec. 9-2.4408 (AP zoned parcels subject to Williamson Act contracts) states: “...if an agriculturally zoned parcel is found to be subject to a Land Conservation Act Contract (Williamson Act) for which an administrative use permit or special use permit is obtained for the purpose of commercial social events, then a consultation with the County Assessor is required to determine if a tax re-assessment will be required. All uses proposed on Williamson Act contracted property must be compatible with the Williamson Act. Any activity(ies) conducted on a property under Contract other than agricultural uses, or miscellaneous compatible uses as determined by the Board of Supervisors, may also result in penalties including, but not limited to, non-renewal of the Contract by the County.”

6. Include a statement in the proposed ordinance (Section 9-2.4408) that all uses proposed on Williamson Act contracted property be compatible with the Williamson Act.

The proposed ordinance in Sec. 9-2.4408 (Agricultural preserve (AP) zoned parcels subject to Williamson Act contracts) and in Sec. 9-2.4404(c) (Administrative use permit required for commercial social event, limited) now includes a statement that “All uses proposed on Williamson Act contracted property must be compatible with the Williamson Act.”

“EXHIBIT C” COMPATIBLE USES:

California Government Code, Title 5 (Local Agencies), Division 1 (Cities and Counties), Part 1 (Powers and Deities Common to Cities and Counties), Chapter 7 (Agricultural Land), Article 1 (General Provisions), Section 51201(e) defines “Compatible use” as “any use determined by the county or city administering the preserve pursuant to Section 51231, 51238, or 51238.1 or by this act to be compatible with the agricultural, recreational, or open-space use of land within the preserve and subject to contract. “Compatible use” includes agricultural use, recreational use or open-space use unless the board or

council finds after notice and hearing that the use is not compatible with the agricultural, recreational or open-space use to which the land is restricted by contract pursuant to this chapter."

Subsection "A" of "Exhibit C" defines "Agricultural Preserve" to mean "an area devoted to any uses and compatible uses as defined in the Land Conservation Act of 1965, as amended, and consistent with the County General Plan."

Subsection "J" of "Exhibit C" list the uses determined to be agricultural and compatible uses within Agricultural Preserves.

In order for lands zoned AP with a Land Conservation Contract to be permissible under the proposed ordinance staff recommends the Board of Supervisors amend the compatible use provisions in Subsection "J" of "Exhibit C" to allow commercial social event, limited and commercial social event as miscellaneous compatible uses consistent with the Plumas County 2035 General Plan and the California Land Conservation Act or Williamson Act statutes (GC Sec. 51200 through 51297.4).

It should be noted that some of the miscellaneous compatible uses listed are permitted in the AP zone (e.g., mining and recreational uses) through the special use permit process.

Planning staff has proposed a Resolution No. 2020- ____ (Attachment 4) to amend Resolution No. 76-2914, as follows:

Subsection 6 (Miscellaneous compatible uses) of paragraph "J" to include items "k" and "l" as follows:

- k. Commercial social event, limited
- l. Commercial social event

ATTACHMENTS:


1. April 21, 2020 Board of Supervisors Meeting Item Planning Director staff reports, including:
 - Board of Supervisors approved Resolution No. 2020-8459
 - Exhibit "C" Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses
 - California Department of Conservation comment letter (dated April 16, 2020)
2. May 12, 2020 Board of Supervisors Public Hearing Item Assistant Planning Director staff report
3. Plumas County Code Section 9-2.601 -- Special Use Permits
4. Proposed Resolution No. 2020-____ amending Resolution No. 76-2914 Subsection 6 of paragraph "J"



3A

BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Tracey Ferguson, AICP, Planning Director 

MEETING DATE: April 21, 2020

SUBJECT: Discuss adopted Board of Supervisors Resolution No. 2020-8459 addressing potential amendments to resolution (Exhibit C, Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses [Resolution No. 76-2914]) regarding uses determined to be compatible within agricultural preserves

RECOMMENDATIONS:

1. Discussion
2. Direct staff to bring back public hearing item for possible action by adoption of a resolution amending Exhibit "C" compatible uses

BACKGROUND:

On January 14, 2020, the Board of Supervisors adopted Resolution No. 2020-8459 (Attachment 1) addressing the following:

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

Items #1 through #4 are being addressed by the Planning Commission with public workshops and the drafting of an ordinance. A public hearing before the Commission on the draft ordinance is scheduled for April 16, 2020. Thereafter, a resolution with recommendations to amend the Plumas County Code is anticipated to come to the Board of Supervisors sometime in May 2020. The purpose of the proposed ordinance is to allow limited commercial social events, such as weddings, in the agricultural zones of Agricultural Preserve (AP), including those lands in Williamson Act or Land Conservation Contracts, and General Agriculture (GA).

The authority for Item #5 lies with the Board of Supervisors to address potential amendments to the compatible use provisions of Exhibit "C." The objective of this staff report is to provide initial information and background for discussion of Item #5. Staff anticipates bringing back a public hearing item for possible action by adoption of a resolution amending Exhibit "C" compatible uses. Item #5 may be heard by the Board prior to, or at, the public hearing for the proposed ordinance (Items #1 through #4).

AP ZONED LAND (ACREAGE AND LOCATIONS)

A query of the County's GIS (geographic information system) found lands in the County zoned AP total approximately 100,000 acres or roughly 6% of Plumas County's 1.6 million acres.

Geographically speaking, AP zoned land is found predominately in the eastern side of the County within Sierra Valley; south of Hwy. 89 near Clio/Valley Ranch; and in the unincorporated County area coterminous with the City of Portola limits to the north, east, and southwest. AP zoned land is also found in areas including Indian Valley, Genesee Valley, American Valley, and Sloat/Cromberg, with even smaller areas found in the Lake Almanor Basin.

PLUMAS COUNTY CODE, TITLE 9 (PLANNING AND ZONING), CHAPTER 2 (ZONING)

Article 30. Agricultural Preserve Zone (AP) of the Plumas County Code (Attachment 2), Sec. 9-2.3001 (Purpose) states "the purpose of the Agricultural Preserve Zone (AP) is to provide land use regulations consistent with the intent of the Plumas County Williamson Act program for agricultural preserves," or Exhibit "C."

Plumas County has approximately 72,000 acres under Williamson Act contracts and 4,500 acres under the Farmland Security Zone. Of the qualifying acreage in AP zoning, approximately 78% is under contract. Plumas County is not mapped as part of the California Department of Conservation's Farmland Mapping and Monitoring Program, with the exception of the Sierra Valley.

EXHIBIT C – COMPATIBLE USES

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

Exhibit "C" (Attachment 3) or the "Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses" was first adopted by the County Board of Supervisors, by resolution, in 1976. Subsequent amendments, by resolution, have been made to certain sections of Exhibit "C" in 1979, 1981, 1985, 1988, and 1994.

Section "A" of Exhibit "C" defines "Agricultural Preserve" to mean "an area devoted to any uses and compatible uses as defined in the Land Conservation Act of 1965, as amended, and consistent with the County General Plan."

Section "J" of Exhibit "C" list the uses determined to be agricultural and compatible uses within Agricultural Preserves.

In order for lands zoned AP with a Williamson Act Contract to be compliant with the proposed commercial social events ordinance the Board of Supervisors would need to amend the compatible use provisions in Section "J" of Exhibit "C" to allow commercial social events as a miscellaneous compatible use consistent with the County General Plan (see Plumas County 2035 General Plan Consistency section below) and the Land Conservation Act (see California Department of Conservation section below).

Compatible use provisions are not considered to involve "conversions" of agricultural land, therefore there no changes in the existing environment anticipated that would result in conversions of farmland to non-agricultural use.

PLUMAS COUNTY 2035 GENERAL PLAN CONSISTENCY

The County's General Plan encourages the establishment of compatible uses, agricultural support uses, and miscellaneous accessory uses to protect and support agricultural operations and historic ranches. The AP designation is intended as a productive use of resource lands to protect and support agriculture for the continuation of a diversified economy; for the maintenance of the County's rural character; for the protection of scenic, natural, and recreational resources; and as a defining characteristic of the County's quality of life. The AP designation allows for a broad range of agricultural uses, agricultural support services, and compatible uses including farm-based tourism.

LAND USE Implementation Measure 4.a. Update the Zoning Code to ensure that areas designated for agricultural uses both limit and allow uses that directly relate to agricultural production, support agriculture or compliment agricultural uses and landscapes, such as farm stays, hunting and fishing clubs and other uses compatible with agriculture.

ECON GOAL 5.1 Maintain a Diverse and Sustainable Economy. Establish and maintain a diverse and long-term, sustainable local economy and a strong economic base while protecting and maintaining communities, neighborhoods and natural assets.

ECON POLICY 5.1.4 Discouragement of Non-Compatible Land Uses. The County shall protect the long-term economic viability of commercial, industrial, agricultural, timber and mineral resource lands by discouraging conversion and encroachment by non-compatible uses that adversely affect the sustainable uses of these lands.

ECON POLICY 5.1.7 Retention and Expansion of Existing Businesses. The County shall encourage the retention and expansion of existing businesses in important economic export sectors, including...tourism... This includes activities occurring on public as well as private lands within the County.

ECON POLICY 5.2.1 Support of Tourism Development. The County shall strive to support year-round tourism development where it is compatible with the ongoing viability of the County's other sustainable industries, such as agriculture...

ECON Implementation Measure 6.c. The County shall encourage and support lodging and food service facilities to support recreation and cultural and historic events and activities, including lodging and food facilities to support eco-tourism and agritourism needs...

ECON Implementation Measure 8.a. The County shall encourage destination recreation and tourism through projects on private lands...Some examples of activities are: promoting agritourism and the development of specialty agricultural products.

AG/FOR GOAL 8.1 Protect Agriculture as a Productive Use of Resource Land. Protect and Support agriculture as a productive use of resource lands, for the continuation of a diversified economy, for the maintenance of the County's rural character, for the protection of scenic, natural, and recreational resources, and as a defining characteristic of the County's quality of life.

AG/FOR POLICY 8.1.2 Maintain Land in Agricultural Use. Support private and public owners of lands that have traditionally been used for agriculture to keep land in agricultural production by continuing existing agricultural use, developing compatible uses...

AG/FOR POLICY 8.2.1 Maintain Agricultural Production. Maintain agricultural production as the primary use on agricultural lands by limiting non-agricultural use development to that which is compatible with agriculture.

AG/FOR POLICY 8.2.6 Non-Agriculture Uses. Limit non-agricultural development in agricultural areas to residential and accessory uses compatible or complimentary with agricultural production.

CALIFORNIA DEPARTMENT OF CONSERVATION

On March 24, 2020, staff reached out to the California Department of Conservation to inquire about possible comments from the State. Annie Giovacchini from the Williamson Act Program, Division of Land Resource Protection replied that this type of activity often falls under the term "agritourism" and that the Department has not provided any formal policies on the issue. Ms. Giovacchini mentioned that the State's Williamson Act team will review the draft ordinance, once available, to identify any potential conflicts with the California Land Conservation Act (GC Sec. 51200 through 51297.4) and other applicable regulations and statutes.

California Government Code, Title 5 (Local Agencies), Division 1 (Cities and Counties), Part 1 (Powers and Deities Common to Cities and Counties), Chapter 7 (Agricultural Land), Article 2.5 (Agricultural Preserves) includes the regulations for the establishment of an agricultural preserves. Specifically, Sec. 51238.1 (Attachment 4) describes "principles of compatibility" that uses approved on contracted lands shall be consistent with, including:

- The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.
- The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.
- The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.

The proposed draft ordinance language sets parameters on the area of the limited commercial social event venue through language in Sec. 9-2.4404(c): "The primary use of the parcel on which the limited commercial social event is located shall be commercial agricultural production. The portion of the property used for the limited commercial social event shall be no more than ten (10%) percent of the total acreage or five (5) acres of land, whichever is less. The event must be designed to be compatible with on-site agricultural operations as well as any adjoining agricultural operations and single family residences, including appropriate setbacks and parking..."

Further, the proposed draft ordinance language Sec. 9-2.4408 (AP zoned parcels subject to Williamson Act contracts) states: "...if an agriculturally zoned parcel is found to be subject to a Land Conservation Act Contract (Williamson Act) for which an administrative use permit or special use permit is obtained for the purpose of commercial social events, then a consultation with the County Assessor is required to determine if a tax re-assessment will be required. Any activity(ies) conducted on a property under Contract other than agricultural uses, or miscellaneous compatible uses as determined by the Board of Supervisors, may also result in penalties including, but not limited to, non-renewal of the Contract by the County."

ATTACHMENTS:

1. Board of Supervisors approved Resolution No. 2020-8459
2. Plumas County Code, Title 9, Chapter 2, Article 30
3. Exhibit "C" Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses
4. California Government Code, Title 5, Division 1, Part 1, Chapter 7, Article 2.5

BOARD OF SUPERVISORS, COUNTY OF PLUMAS

RESOLUTION NO. 2020 – 8459

**RESOLUTION OF INTENTION TO
REVIEW AND CONSIDER AMENDMENTS TO THE PLUMAS COUNTY CODE
TITLE 9 (PLANNING AND ZONING), CHAPTER 2 (ZONING), TO ESTABLISH COMMERCIAL WEDDING VENUES
AS A USE, ALLOWED IN CERTAIN ZONE(S), AND ALLOWED BY WHAT PROCESS(ES)**

AND TO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES: Supervisors: SIMPSON, ENGEL, GOSS

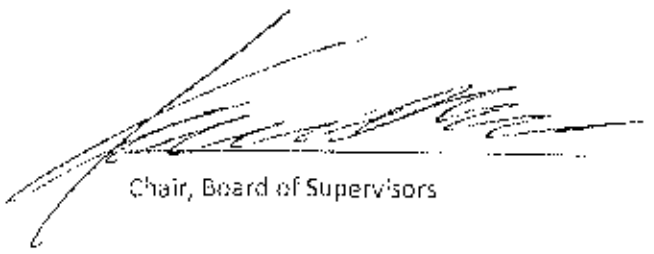
NOES: Supervisors: NONE

ABSENT: Supervisors: TERAJI.

Said resolution to be effective as of the 14th day of JANUARY, 2020.

ATTEST


Clerk of said Board of Supervisors


Chair, Board of Supervisors

Article 30. - Agricultural Preserve Zone (AP)

Sec. 9-2.3001. - Purpose (AP).

The purpose of the Agricultural Preserve Zone (AP) is to provide land use regulations consistent with the intent of the Plumas County Williamson Act program for agricultural preserves.

(§ 3, Ord. 84-593, eff. January 3, 1985)

Sec. 9-2.3002. - Uses (AP).

- (a) The following uses shall be permitted in the Agricultural Preserve Zone (AP):
 - (1) Agriculture, timber management, agricultural product sales, animal breeding and boarding, and employee housing;
 - (2) One dwelling unit; and
 - (3) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Mining, limited electric generation, public utility facilities, wildlife management, transport stations, agricultural auction yards, outdoor shooting ranges, hunting clubs, and bed and breakfast inns; and
 - (2) Recreational uses, but not limited to walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation.
- (c) Telecommunications facilities in the Agricultural Preserve Zone (AP) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 85-613, eff. August 15, 1985; § 23, Ord. 86-623, eff. February 6, 1986, and § 1, Ord. 2004-1018, adopted November 2, 2004; § 1(Exn. A), Ord. 2019-1116, adopted January 22, 2019)

Sec. 9-2.3003. - Height (AP).

No structure in the Agricultural Preserve Zone (AP) shall exceed sixty (60') feet in height, except for dwelling units, which shall not exceed thirty-five (35') feet, and windmills, silos, elevators, and barns, which may be any height.

(§ 3, Ord. 84-593, eff. January 3, 1985)

Sec. 9-2.3004. - Area, width, and coverage (AP).

- (a) The minimum gross lot area in the Agricultural Preserve Zone (AP) shall be eighty (80) acres, except as provided in subsection (b) of this section.
- (b) The minimum gross lot area shall be ten (10) acres solely where the primary use is an agricultural

auction yard with no dwelling unit permitted.

- (c) When a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP), that area shall be at least the minimum area required by subsections (a) or (b) of this section, as applicable, or the lot line adjustment shall be denied.
- (d) Each dwelling unit and accessory buildings shall cover no more than one acre. Miscellaneous permitted compatible uses shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 3, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3005. - Yards (AP)

The minimum yard requirements in the Agricultural Preserve Zone (AP) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: Not less than five (5') feet.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-762, eff. October 3, 1991; § 17, Ord. No. 2004-958, adopted January 6, 2004; § 1(Exh. A), Ord. 2018-1114, adopted October 9, 2018)

Sec. 9-2.3006. - Parking and loading (AP).

Parking and loading in the Agricultural Preserve Zone (AP) shall be as required by Section 9-2.414 of Article 4 of this chapter (General Requirements: Parking and loading).

(§ 3, Ord. 84-593, eff. January 3, 1985)

Sec. 9-2.3007. - Signs (AP).

- (a) Signs in the Agricultural Preserve Zone (AP) shall be as permitted by Section 9-2.416 of Article 4 of this chapter (General Requirements: Signs).
- (b) Business signs shall not exceed thirty-two (32) square feet.

(§ 3, Ord. 84-593, eff. January 3, 1985)

Exhibit C

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

A. "Agricultural Preserve" means an area devoted to any uses and compatible uses as defined in the Land Conservation Act of 1965, as amended, and consistent with the County General Plan.

B. An Advisory Board is hereby established to be known as "The Land Conservation Advisory Board", consisting of the Agricultural Commissioner, Planning Director, Director of the Cooperative Extension Service, three (3) members representing Ranching operations, one (1) member representing Commercial Timber production, one (1) member representing Christmas Tree production, one (1) member representing local Businessmen, and one (1) member representing the general public. The County Counsel and the County Assessor shall act as resource people.

The Agricultural Commissioner, Planning Director, and the Director of the Cooperative Extension Service shall serve as members of the Advisory Board. All other members shall serve at the pleasure of the Board of Supervisors for a term of four (4) years with staggered terms as follows:

1975 one (1) Local Businessman and one (1) general public member;
1976 one (1) Ranching representative and one (1) Commercial Timber representative;
1977 one (1) Ranching representative and one (1) Christmas Tree representative; and
1978 one (1) Ranching representative.

This same schedule of appointments shall continue in the following years. Those appointments shall be made in January of each year and be effective March 1 of that year.

C. It shall be the duty of said Advisory Board to make recommendations to the Board of Supervisors on the establishment of Agricultural Preserves, the signing of individual contracts within Preserves and matters relative thereto.

D. Agricultural Preserves may be either of the following types:

1. Area preserves--designated areas in which the County desires to enter into contracts pursuant to the Land Conservation Act of 1965, as amended.
2. Specific preserves--whose boundaries coincide with individual contract applications otherwise acceptable to the County but which fall outside established area preserves.

E. Agricultural Preserves may be established by the following methods:

1. Upon written request to the Planning Department of one or more land owners the County shall initiate proceedings to consider the establishment of Agricultural Preserves.
2. The County may on its own initiate proceedings to establish Agricultural Preserves.

F. Requests to establish Agricultural Preserves shall be transmitted to the Land Conservation Advisory Board for study and recommendation.

G. A public hearing shall be held by the Board of Supervisors prior to the establishment of an agricultural preserve in accordance with Government Code Section 51230.

H. An Agricultural Preserve shall consist of no less than 100 acres; provided that in order to meet this requirement two or more parcels may be combined if they are contiguous or if they are in common ownership and further provided that an Agricultural Preserve may be less than 100 acres at the discretion of the County in accordance with Government Code Section 51230.

I. The basis for approval of a contract within an Agricultural Preserve shall be as follows.

1. The applicant uses his land for the production of food and/or fibre for commercial purposes to support the agricultural economy.
3. The minimum area for contract of field crops type of cultivation or for irrigated pasture* shall be eighty (80) acres. The uses permitted for residence shall be one (1) family dwelling for the use of an owner or manager or a person employed on said land by not exceeding one (1) dwelling for each parcel of not less than eighty (80) acres.

*A general guide line for determining what constitutes irrigated pasture is: Pastureland receiving eighteen (18) inches or more of irrigation water per growing season; 25% of which is received after July 15th.

or

4. The minimum area for contract of commercial timber type cultivation or land for grazing shall be one hundred sixty (160) acres. The uses permitted for residence shall be one (1) family dwelling for the use of an owner or manager or a person employed on said land but not exceeding one (1) dwelling for each parcel of not less than one hundred sixty (160) acres.
5. The aforementioned acreage limitations shall apply only to the use of the land in question at the date of signing of a particular contract, the land owner may change the type of crop or agricultural use at the sole discretion of the land owner, but subject to the permitted uses described in Section J. herein.
6. Within Area Agricultural Preserves contracts may be offered for parcels smaller than the minimum acreages provided in I-2, I-3, or I-4, provided there are no residential dwellings. The contract shall prohibit any future division of the property or any construction of residential dwellings during the contract period.

(I.,2., Resolution 81-3401, eff. Feb. 3, 1981)

J. The following uses are hereby determined to be agricultural and compatible uses within Agricultural Preserves:

1. General farming, commercial livestock, poultry production and warehousing and storage pertinent to the agricultural operation, timber or Christmas tree production.
(Resolution 81-3401, eff. Feb. 3, 1994)

2. Single family dwellings as provided in I-2, I-3, I-4, or I-6.
3. Additional housing facilities within a contract area (including trailers) to accommodate only agricultural employees and their families, employed by the owner or operator of the premises and provided that such additional housing facilities shall be considered accessory to the main building.
4. Accessory buildings and uses pertinent to the permitted uses including agricultural processing plants.
5. A stand or display for agricultural commodities produced on the premises; sales of products produced off the premises is acceptable provided that the sale of such products is incidental and secondary to the sale of agricultural products produced on the premises.
6. Miscellaneous compatible uses:
 - a. The drilling for and/or production of hydrocarbon, mineral and thermal production including the installation and use of such equipment, structures, and facilities as are necessary.
 - b. Public utility and public services including structures, uses and buildings.
 - c. Airport or aircraft landing facilities.
 - d. Farm labor camps.
 - e. Sand and gravel operations.
 - f. Flood control.
 - g. Wildlife enhancement and preservation.
 - h. Cemeteries.
 - i. Any other use determined to be compatible use in all agricultural preserves by the Board of Supervisors after public hearing on ten (10) days published notice and such other notice, if any, as they may specify.
 - j. Recreational uses, but not limited to walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation.
(Resolution 85-3893, eff. July 9, 1985)

K. Submission of applications for contracts and/or establishing Agricultural Preserves shall be as follows:

1. Applications shall be submitted upon forms to be supplied by the Plumas County Planning Department, and must be completed in detail.
2. All applications must be submitted and be filed with the Plumas County Planning Department on or before September 1st in order that the contract will become effective during the following year.
3. Applications must be accompanied by a legal description and corresponding Assessor parcel maps covering the lands applied for.

4. A fee of five hundred (\$500) dollars shall be submitted with the application, and this fee shall not be returned in the event the application is turned down by the County.
(Resolution 79-3243, eff. Aug. 16, 1979, amended by Resolution 85-3936, eff. Nov. 5, 1985, amended by Resolution 88-4305, eff. Nov. 1, 1988)
 5. An application for zoning, if necessary, shall be submitted to the Plumas County Planning Department at the same time as an application for contract and/or Agricultural Preserve.
- L. Cancellation of contracts and/or alteration of Agricultural Preserve shall be accomplished in the same manner noted in K. above and with the same fees.

CA GOVERNMENT CODE

TITLE 5. LOCAL AGENCIES [50001 - 57607]

(Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 1. CITIES AND COUNTIES [50001 - 52203]

(Division 1 added by Stats. 1949, Ch. 81.)

PART 1. POWERS AND DUTIES COMMON TO CITIES AND COUNTIES [50001 - 51298.5]

(Part 1 added by Stats. 1949, Ch. 81.)

CHAPTER 7. Agricultural Land [51200 - 51297.4]

(Chapter 7 added by Stats. 1965, Ch. 1443.)

ARTICLE 2.5. Agricultural Preserves [51230 - 51239]

(Article 2.5 added by Stats. 1969, Ch. 1372.)

51230.

Beginning January 1, 1971, any county or city having a general plan, and until December 31, 1970, any county or city, by resolution, and after a public hearing may establish an agricultural preserve. Notice of the hearing shall be published pursuant to Section 6061, and shall include a legal description, or the assessor's parcel number, of the land which is proposed to be included within the preserve. The preserves shall be established for the purpose of defining the boundaries of those areas within which the city or county will be willing to enter into contracts pursuant to this act. An agricultural preserve shall consist of no less than 100 acres; provided, that in order to meet this requirement two or more parcels may be combined if they are contiguous or if they are in common ownership; and further provided, that in order to meet this requirement land zoned as timberland production pursuant to Chapter 6.7 (commencing with Section 51100) may be taken into account.

A county or city may establish agricultural preserves of less than 100 acres if it finds that smaller preserves are necessary due to the unique characteristics of the agricultural enterprises in the area and that the establishment of preserves of less than 100 acres is consistent with the general plan of the county or city.

An agricultural preserve may contain land other than agricultural land, but the use of any land within the preserve and not under contract shall within two years of the effective date of any contract on land within the preserve be restricted by zoning, including appropriate minimum parcel sizes that are at a minimum consistent with this chapter, in such a way as not to be incompatible with the agricultural use of the land, the use of which is limited by contract in accordance with this chapter.

Failure on the part of the board or council to restrict the use of land within a preserve but not subject to contract shall not be sufficient reason to cancel or otherwise invalidate a contract.

(Amended by Stats. 1999, Ch. 1018, Sec. 3. Effective January 1, 2000.)

51230.1.

(a) Nothing contained in this chapter shall prevent the transfer of ownership from one immediate family member to another of a portion of land which is currently designated as an agricultural preserve in accordance with the provisions of this chapter, if all of the following conditions are satisfied:

(1) The parcel to be transferred is at least 10 acres in size in the case of prime agricultural land or at least 40 acres in size in the case of land which is not prime agricultural land, and otherwise meets the requirements of Section 51222.

(2) The parcel to be transferred conforms to the applicable local zoning and land division ordinances and any applicable local coastal program certified pursuant to Chapter 6 (commencing with Section 30500) of Division 20 of the Public Resources Code.

(3) The parcel to be transferred complies with all applicable requirements relating to agricultural income and permanent agricultural improvements which are imposed by the county or city as a condition of a contract executed pursuant to Article 3 (commencing with Section 51240) covering the land of which the parcel to be transferred is a portion. For purposes of this paragraph, if the contracted land already complies with these requirements, the portion of that land to be transferred shall be deemed to comply with these requirements.

(4) There exists a written agreement between the immediate family members who are parties to the proposed transfer that the land which is subject to a contract executed pursuant to Article 3 (commencing with Section 51240) and the portion of that land which is to be transferred will be operated under the joint management of the parties subject to the terms and conditions and for the duration of the contract executed pursuant to Article 3 (commencing with Section 51240).

(b) A transfer of ownership described in subdivision (a) shall have no effect on any contract executed pursuant to Article 3 (commencing with Section 51240) covering the land of which a portion was the subject of that transfer. The portion so transferred shall remain subject to that contract.

(c) For purposes of this section, "immediate family" means the spouse of the landowner, the natural or adopted children of the landowner, the parents of the landowner, or the siblings of the landowner.

(Amended by Stats. 1987, Ch. 232, Sec. 1.)

51230.2.

(a) Except as provided in Section 51238, and notwithstanding Section 51222 or 66474.4, a landowner may subdivide land that is currently designated as an agricultural preserve if all of the following apply:

(1) The parcel to be sold or leased is no more than five acres.

(2) The parcel shall be sold or leased to a nonprofit organization, a city, a county, a housing authority, or a state agency. A lessee that is a nonprofit organization shall not sublease that parcel without the written consent of the landowner.

(3) The parcel to be sold or leased shall be subject to a deed restriction that limits the use of the parcel to agricultural laborer housing facilities for not less than 30 years. That deed restriction shall also require that parcel to be merged with the parcel from which it was subdivided when the parcel ceases to be used for agricultural laborer housing.

(4) There is a written agreement between the parties to the sale or lease and their successors to operate the parcel to be sold or leased under joint management of the parties, subject to the terms and conditions and for the duration of the contract executed pursuant to Article 3 (commencing with Section 51240).

(5) The parcel to be sold or leased is (A) within a city or (B) in an unincorporated territory or sphere of influence that is contiguous to one or more parcels that are already zoned residential, commercial, or industrial and developed with existing residential, commercial, or industrial uses.

(b) The agricultural labor housing project shall be designed to abate, to the extent practicable, impacts on adjacent landowners' agricultural husbandry practices. The final plan for the housing shall include an addendum that explains what features will be included to meet this goal.

(c) A subdivision of land pursuant to this section shall not affect any contract executed pursuant to Article 3 (commencing with Section 51240). The parcel to be sold or leased shall remain subject to that contract.

(Added by Stats. 1999, Ch. 967, Sec. 1. Effective January 1, 2000.)

51231.

(a) For the purposes of this chapter, the board or council, by resolution, shall adopt rules governing the administration of agricultural preserves, including procedures for initiating, filing, and processing requests to establish agricultural preserves. Rules related to compatible uses shall be consistent with the provisions of Section 51238.1. Those rules shall be applied uniformly throughout the preserve. The board or council may require the payment of a reasonable application fee. The same procedure that is required to establish an agricultural preserve

shall be used to disestablish or to enlarge or diminish the size of an agricultural preserve. In adopting rules related to compatible uses, the board or council may enumerate those uses, including agricultural laborer housing, that are to be considered to be compatible uses on contracted lands separately from those uses that are to be considered to be compatible uses on lands not under contract within the agricultural preserve.

(b) The rules adopted pursuant to this section may provide that commercial cultivation of cannabis in accordance with Division 10 (commencing with Section 26000) of the Business and Professions Code may constitute a compatible use on contracted or noncontracted lands.

(Amended by Stats. 2019, Ch. 273, Sec. 2. (SB 527) Effective January 1, 2020.)

51232.

In the event any proposal to disestablish or to alter the boundary of an agricultural preserve will remove land under contract from such a preserve, notice of the proposed alteration or disestablishment and the date of the hearing shall be furnished by the board or council to the owner of the land by certified mail directed to him at his latest address known to the board or council. Such notice shall also be published pursuant to Section 6061 and shall be furnished by first-class mail to each owner of land under contract, any portion of which is situated within one mile of the exterior boundary of the land to be removed from the preserve.

(Amended by Stats. 1978, Ch. 1120.)

51233.

When a county proposes to establish, disestablish, or alter the boundary of an agricultural preserve it shall give written notice at least two weeks before the hearing to the local agency formation commission and to every city within the county within one mile of the exterior boundaries of the preserve.

(Amended by Stats. 1978, Ch. 1120.)

51234.

Any proposal to establish an agricultural preserve shall be submitted to the planning department of the county or city having jurisdiction over the land. If the county or city has no planning department, a proposal to establish an agricultural preserve shall be submitted to the planning commission. Within 30 days after receiving such a proposal, the planning department or planning commission shall submit a report thereon to the board or council. However, the board or council may extend the time allowed for an additional period not to exceed 30 days.

The report shall include a statement that the preserve is consistent with the general plan, and the board or council shall make a finding to that effect. Final action upon the establishment of an agricultural preserve may not be taken by the board or council until the report required by this section is received from the planning department or planning commission, or until the required 30 days have elapsed and any extension thereof granted by the board or council has elapsed.

(Amended by Stats. 1999, Ch. 1018, Sec. 4. Effective January 1, 2000.)

51235.

An agricultural preserve shall continue in full effect following annexation, detachment, incorporation or disincorporation of land within the preserve.

Any city or county acquiring jurisdiction over land in a preserve by annexation, detachment, incorporation or disincorporation shall have all the rights and responsibilities specified in this act for cities or counties including the right to enlarge, diminish or disestablish an agricultural preserve within its jurisdiction.

(Amended by Stats. 1984, Ch. 523, Sec. 1. Effective July 17, 1984.)

51236.

The effect of removal of land under contract from an agricultural preserve shall be the equivalent of notice of nonrenewal by the city or county removing the land from the agricultural preserve and such city or county shall,

at least 60 days prior to the next renewal date following the removal, serve a notice of nonrenewal as provided in Section 51245. Such notice of nonrenewal shall be recorded as provided in Section 51248.

(Added by Stats. 1969, Ch. 1372.)

51237.

Whenever an agricultural preserve is established, and so long as it shall be in effect, a map of such agricultural preserve and the resolution under which the preserve was established shall be filed and kept current by the city or county with the county recorder.

(Amended by Stats. 1971, Ch. 925.)

51237.5.

On or before the first day of September of each year, each city or county in which any agricultural preserve is located shall file with the Director of Conservation a map of each city or county and designate thereon all agricultural preserves in existence at the end of the preceding fiscal year.

(Amended by Stats. 1984, Ch. 851, Sec. 1.)

51238.

(a) (1) Notwithstanding any determination of compatible uses by the county or city pursuant to this article, unless the board or council after notice and hearing makes a finding to the contrary, the erection, construction, alteration, or maintenance of gas, electric, water, communication, or agricultural laborer housing facilities are hereby determined to be compatible uses within any agricultural preserve.

(2) No land occupied by gas, electric, water, communication, or agricultural laborer housing facilities shall be excluded from an agricultural preserve by reason of that use.

(3) The board of supervisors may impose conditions on lands or land uses to be placed within preserves to permit and encourage compatible uses in conformity with Section 51238.1, particularly public outdoor recreational uses.

(Amended by Stats. 1999, Ch. 967, Sec. 2, Effective January 1, 2000.)

51238.1.

(a) Uses approved on contracted lands shall be consistent with all of the following principles of compatibility:

(1) The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.

(2) The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves. Uses that significantly displace agricultural operations on the subject contracted parcel or parcels may be deemed compatible if they relate directly to the production of commercial agricultural products on the subject contracted parcel or parcels or neighboring lands, including activities such as harvesting, processing, or shipping.

(3) The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.

In evaluating compatibility a board or council shall consider the impacts on noncontracted lands in the agricultural preserve or preserves.

(b) A board or council may include in its compatible use rules or ordinance conditional uses which, without conditions or mitigations, would not be in compliance with this section. These conditional uses shall conform to the principles of compatibility set forth in subdivision (a) or, for nonprime lands only, satisfy the requirements of subdivision (c).

(c) In applying the criteria pursuant to subdivision (a), the board or council may approve a use on nonprime land which, because of onsite or offsite impacts, would not be in compliance with paragraphs (1) and (2) of subdivision

(a), provided the use is approved pursuant to a conditional use permit that shall set forth findings, based on substantial evidence in the record, demonstrating the following:

(1) Conditions have been required for, or incorporated into, the use that mitigate or avoid those onsite and offsite impacts so as to make the use consistent with the principles set forth in paragraphs (1) and (2) of subdivision (a) to the greatest extent possible while maintaining the purpose of the use.

(2) The productive capability of the subject land has been considered as well as the extent to which the use may displace or impair agricultural operations.

(3) The use is consistent with the purposes of this chapter to preserve agricultural and open-space land or supports the continuation of agricultural uses, as defined in Section 51205, or the use or conservation of natural resources, on the subject parcel or on other parcels in the agricultural preserve. The use of mineral resources shall comply with Section 51238.2.

(4) The use does not include a residential subdivision.

For the purposes of this section, a board or council may define nonprime land as land not defined as "prime agricultural land" pursuant to subdivision (c) of Section 51201 or as land not classified as "agricultural land" pursuant to subdivision (a) of Section 21060.1 of the Public Resources Code.

Nothing in this section shall be construed to overrule, rescind, or modify the requirements contained in Sections 51230 and 51238 related to noncontracted lands within agricultural preserves.

(Added by Stats. 1994, Ch. 1251, Sec. 5. Effective January 1, 1995.)

51238.2.

Mineral extraction that is unable to meet the principles of Section 51238.1 may nevertheless be approved as compatible use if the board or council is able to document that (a) the underlying contractual commitment to preserve prime agricultural land, as defined in subdivision (c) of Section 51201, or (b) the underlying contractual commitment to preserve land that is not prime agricultural land for open-space use, as defined in subdivision (o) of Section 51201, will not be significantly impaired.

Conditions imposed on mineral extraction as a compatible use of contracted land shall include compliance with the reclamation standards adopted by the Mining and Geology Board pursuant to Section 2773 of the Public Resources Code, including the applicable performance standards for prime agricultural land and other agricultural land, and no exception to these standards may be permitted.

For purposes of this section, "contracted land" means all land under a single contract for which an applicant seeks a compatible use permit.

(Amended by Stats. 2004, Ch. 118, Sec. 17. Effective January 1, 2005.)

51238.3.

(a) The requirements of Sections 51238.1 and 51238.2 shall not apply to compatible uses for which an application was submitted to the city or county prior to June 7, 1994, provided that the use constituted a "compatible use" as that term was defined by this chapter either at the time the application was submitted, or at the time the Williamson Act contract was signed with respect to the subject contract lands, whichever is later.

(b) Neither shall the requirements of Sections 51238.1 and 51238.2 apply to land uses of contracted lands in place prior to June 7, 1994, that constituted a "compatible use" as the term "compatible use" was defined by this chapter either at the time the use was initiated, or at the time the Williamson Act contract was signed with respect to the subject contract lands, whichever is later.

(c) (1) Neither shall the requirements of Sections 51238.1 and 51238.2 apply to uses that are expressly specified within the contract itself prior to June 7, 1994, and that constituted a "compatible use" as the term "compatible use" was defined by this chapter at the time that Williamson Act contract was signed with respect to the subject contract lands, or at the time the contract was amended to include the uses, whichever is later. For purposes of

this subdivision, the requirements of Sections 51238.1 and 51238.2, effective January 1, 1995, shall apply to contracts for which contract nonrenewal was initiated and was withdrawn after January 1, 1995.

(2) For purposes of this chapter, a compatible use is considered to be expressly specified within the contract only if it is specifically enumerated within the four corners of the Williamson Act contract either without the benefit of referenced documents, or with respect to Williamson Act contracts signed on or before June 7, 1997, with the benefit of referenced documents as those documents existed at the time the Williamson Act contract was initially signed. This subdivision shall be narrowly construed to be consistent with the purposes of this chapter.

(Amended by Stats. 2000, Ch. 889, Sec. 1, Effective January 1, 2001.)

51238.5.

(a) If an owner of land agrees to permit the use of his or her land for free public recreation, the board or council may agree to indemnify the owner against all claims arising from that public use. The owner's agreement that the land be used for free, public recreation shall not be construed as an implied dedication to that use.

(b) If an owner of land agrees to permit the use of his or her land for agricultural laborer housing facilities authorized pursuant to Section 51238, the city, county, housing authority, state agency, or nonprofit organization may indemnify the owner against all claims arising from that use.

(Amended by Stats. 1999, Ch. 967, Sec. 3, Effective January 1, 2000.)

51239.

The board or council may appoint an advisory board, the members of which shall serve at the pleasure of the board or council and may be paid their expenses. They shall advise the board or council on the administration of the agricultural preserves in the county or city and on any matters relating to contracts entered into pursuant to this chapter.

(Added by Stats. 1969, Ch. 1372.)



3A

BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

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

MEETING DATE: April 21, 2020

SUBJECT: SUPPLEMENTAL: Discuss adopted Board of Supervisors Resolution No. 2020-8459 addressing potential amendments to resolution (Exhibit C, Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses [Resolution No. 76-2914]) regarding uses determined to be compatible within agricultural preserves

CALIFORNIA DEPARTMENT OF CONSERVATION

On April 16, 2020, staff received a letter (Attachment 1) from the California Department of Conservation (DOC) pertaining to the California Land Conservation Act or Williamson Act statutes (GC Sec. 51200 through 51297.4). The Division of Land Resource Protection has reviewed the draft ordinance and provided comments and recommendations with respect to potential impacts on agricultural land and resources. DOC states, "Because the Williamson Act provides a preferential tax assessment on contracted land in exchange for limiting the land to agricultural uses, any use other than the agricultural or open space use for which the property was placed under contract must be found to be compatible." DOC goes on to say that while the Williamson Act instructs counties and cities on what constitutes a compatible use, "...counties and cities are given latitude to determine other uses that can be deemed compatible within the intent of the Williamson Act..."

As part of the Board of Supervisors consideration of adoption of the commercial social event, limited ordinance and amendments to Exhibit "C," staff will prepare a response to the issues raised by DOC and findings could be incorporated into the Exhibit "C" amending resolution.

ATTACHMENTS:

1. California Department of Conservation letter (dated April 16, 2020) re: Plumas County Draft Commercial Social Events Ordinance



California
Department of Conservation
Division of Land Resource Protection

Gavin Newsom, Governor
David Shabazzian, Director

April 16, 2020

VIA EMAIL: BECKYHERRIN@COUNTYOFPLUMAS.COM

Rebecca Herrin, Assistant Planning Director
Plumas County Planning and Building Services
555 Main Street
Quincy, CA 95971

Dear Ms. Herrin:

PLUMAS COUNTY DRAFT COMMERCIAL SOCIAL EVENTS ORDINANCE

The Department of Conservation's (Department) Division of Land Resource Protection (Division) has reviewed the Plumas County Draft Commercial Social Events Ordinance (Project). The Division monitors farmland conversion on a statewide basis, provides technical assistance regarding the Williamson Act, and administers various agricultural land conservation programs. We offer the following comments and recommendations with respect to the proposed project's potential impacts on agricultural land and resources.

Project Description

The County of Plumas is amending its planning and zoning code to include the definition of two new allowable uses, "Commercial Social Event" and "Commercial Social Event, limited". The proposed amendment would allow, subject to permit, these events as an allowable use in the General Agriculture and Agricultural Preserve zones. These uses would allow, "meetings, gatherings, weddings and other celebrations, events, and similar uses where a group of people congregate on public or private property".

Department Comments

Government Code (GC) § 51242 enables local governments to enter into Williamson Act contracts on land that is devoted to agricultural use. In return, restricted parcels are assessed for property tax purposes at a rate consistent with their actual agricultural and/or open space use, as opposed to potential market value. Because the Williamson Act provides a preferential tax assessment on contracted land in exchange for limiting the land to agricultural uses, any use other than the agricultural or open space use for which the property was placed under contract must be found to be compatible.

The Williamson Act instructs counties and cities on what constitutes a compatible use - that counties and cities are given latitude to determine other uses that can be deemed compatible within the intent of the Williamson Act; and that these uses must be associated with agricultural operations on the property. GC § 51238.1 (c)(3) also states that a compatible use, "is consistent with the purposes of this chapter to preserve agricultural and open-space land or supports the continuation of agricultural uses, as defined in Section 51205, or the use or conservation of natural resources, on the subject parcel or on other parcels in the agricultural preserve".

The Department supports activities of an agribusiness venture on land under a Williamson Act contract as long as the facilities, events, and activities support and promote the agricultural commodity being grown on the premises. However, it must be shown that these uses and facilities would be inherently related to the site's existing agricultural operation; and the number of attendees does not abuse the Williamson Act's leniency in allowing counties to determine the permanent or temporary human population of the agricultural area.

The proposed, Commercial Social Event Limited would allow a maximum of 19 event days per calendar year for up to 250 guests; however, a proposed Commercial Social Event has no maximum on the number of allowable event days, or on the number of allowable guests.

Conclusion

The Department is concerned that the proposed changes and additions to the ordinance could lead to a potential increase in population and traffic, and could have a negative effect on the subject properties and their agricultural productivity. It is suggested that the County consider how this update, as proposed, will remain consistent with the principles of compatibility and not cause an undue hardship on agriculture productivity of not only those sites under Williamson Act contract but all other agricultural sites throughout the County as well.

The Department encourages the County to consider limiting the number of allowable Commercial Social Events, as it has with Commercial Social Events Limited. The Department also suggests that the County include within the ordinance (Section 9-2.4408), that all uses proposed on Williamson Act contracted property be compatible with the Williamson Act.

Thank you for giving us the opportunity to comment on the Pumas County Draft Commercial Social Events Ordinance. Please provide this Department with notices of any future hearing dates as well as any staff reports pertaining to this project. If you have any questions regarding our comments, please contact Far Grundy, Associate

¹ Government Codes §§51201, §51206, §51220, §51220.5, §51238, §51238.1, §51242, and §51250.

² Government Code §51220.5 Legislative Findings: Compatible Uses (Temporary Population Increases)

Environmental Planner at (916) 324-7347 or via email at
Far.Gundy@conservation.ca.gov.

Sincerely,

Monique Wilber

Monique Wilber
Conservation Program Support Supervisor



BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Rebecca Herrin, Assistant Planning Director *VKH*

MEETING DATE: May 12, 2020

SUBJECT: **PUBLIC HEARING ITEM:** Proposed Ordinance Amending Plumas County Code Title 9 (Planning and Zoning), Chapter 2, Article 2 to Add Definitions of "Commercial Social Event, Limited" and "Commercial Social Event" and Articles 30 (Agricultural Preserve) and 31 (General Agriculture) to Add "Commercial Social Event, Limited" as a Use Subject to the Issuance of an Administrative Use Permit and "Commercial Social Event" as a Use Subject to the Issuance of a Special Use Permit and to Add Articles 6.3 (Administrative Use Permits) and 44 (Commercial Social Event, Limited) Establishing Processes, Thresholds, and Standards for the Establishment of the New Use(s)

RECOMMENDATIONS:

Staff recommends that the Commission:

1. Hold the public hearing.
2. Waive the first reading of the proposed ordinance.

BACKGROUND:

The purpose of the proposed ordinance is to allow limited commercial social events, such as weddings, in the agricultural zones of Agricultural Preserve (AP), including those lands under Williamson Act or Land Conservation Act Contracts, and in General Agriculture (GA).

Note: The ordinance will be able to be applied in the Agricultural Preserve (AP) zones only if the Board of Supervisors amends "Exhibit C" of the Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses [Resolution No. 76-2914]

The Board of Supervisors approved Resolution No 2020-8459 (Resolution of Intention to Review and Consider Amendments to the Plumas County Code Title 9 Planning and

Zoning, Chapter 2 Zoning, to Establish Commercial Wedding Venues as a Use Allowed in Certain Zone(s) and Allowed by What Process(es) and to Review and Consider Amendments to Resolutions Adopting the Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses) on January 14, 2020.

When it became apparent that there were agriculturally zoned properties where weddings and other events were taking place that were not permitted under the zoning code, the Board approved the Resolution of Intention to allow preparation of a draft ordinance by Planning staff to allow such events in the agriculturally zoned areas.

The current zoning code allows weddings and other similar events under the definition of “**Place of assembly**”.

Plumas County Code Section 9-2.268 defines “Place of assembly”.

“Place of assembly” shall mean a place established for a group of people to gather for a purpose.”

As can be seen in the attached **Zone Use Matrix (Attachment 1)**, “Place of assembly” is permitted in various zones subject to the issuance of a special use permit; in the Commercial zones of C-2, C-3 and Recreation zone of R-C as a use permitted by right; and in the various recreation zones of Rec-P, Rec-1, Rec-3, Rec-10, and Rec-20 also by right in conjunction with a permitted recreational use.

For example:

Greenhorn Creek Ranch holds weddings in conjunction with the permitted recreational use of the guest ranch. The zoning of the ranch is Rec-P (Prime Recreation).

The Corner Barn in Grassdale is zoned C-2 (Periphery Commercial). Weddings are held under the Place of assembly definition as a permitted use in the C-2 zoning.

The 20-Mile House weddings are held in conjunction with the lawful nonconforming use of the historic inn, previously established through the issuance of a special use permit.

The historic *Johnsville Church* was restored some years ago and a special use permit was issued to allow the Church to host weddings and other events also as a reestablishment of a lawful nonconforming use.

All facilities that hold weddings or other similar events are required to meet applicable Plumas County Code and State requirements for building, including fire codes, sanitation and health, and accessibility, regardless of zoning status.

The purpose of the propose ordinance is to ensure that the proposed events meet all these requirements as well as to ensure compatibility with existing agricultural operations.

PLANNING COMMISSION REVIEW

Planning Commission workshops were held on:

- February 20, 2020
- March 5, 2020
- March 19, 2020

Various amendments to the proposed draft ordinance resulted from comments made by the Commissioners, staff, and the public during these various workshops.

The Planning Commission expressed the desire that the ordinance process should be as streamlined as possible and that special use permits should not be required. The draft ordinance incorporates a new administrative use permit process established for processing the Commercial social event, limited annual permits. Commercial social event, which involves a greater intensity of use than the Commercial social event, limited would require a special use permit.

A public hearing on the proposed draft ordinance was held on:

- April 16, 2020

The purpose of the public hearing was to allow the public to provide input prior to the Planning Commission making a determination to recommend approval of the ordinance as written, to recommend approval of the ordinance with amendments, or to recommend denial of the ordinance and to also provide a recommendation as to the California Environmental Quality Act (CEQA) determination.

Planning Commission Resolution 2020-1 is included as Attachment 3.

DRAFT COMMERCIAL SOCIAL EVENTS ORDINANCE

The use of an *administrative use permit* (sometimes referred to as a "minor use permit") process will provide a streamlined permit application to be evaluated by Planning staff, as well as the other permitting agencies, with the permit being issued by the Planning Director without the requirement for a public hearing. The other permitting agencies will be able to "sign off" on the application based on meeting those agencies' legal requirements.

The proposed ordinance was written to provide a streamlined procedure through the use of measurable performance standards, written into the code, that provide thresholds by which potential impacts are mitigated. For example, measurable noise standards have been written into the code.

In addition, all code requirements and procedures pertaining to the events are written into the code in a specific way to let applicants know exactly what requirements have to be met. This can be considered a *prescriptive zoning ordinance*.

All the requirements listed are those that could be similarly applied in issuing a special use permit for a "Place of assembly" to address potential impacts.

A **summary** of the changes to Plumas County Code, Title 9, Chapter 2, proposed in the draft ordinance are as follows:

- Addition of definition of "Commercial Social Event, Limited" as:
Sec. 9-2.224.9. Commercial social event, limited.
"Commercial social event, limited" shall mean the temporary use of land and/or facilities, for which a fee is charged, for meetings, gatherings, weddings and other celebrations, events, and similar uses where a group of people congregate on public or private property. A single limited commercial social event may not exceed three (3) consecutive days in length. A maximum of nineteen (19) events of limited commercial social events per calendar year may be conducted on a parcel or group of parcels owned by the same person(s) or business.
- Addition of definition of "Commercial Social Event" as:
Sec. 9-2.224.7. Commercial social event.
"Commercial social event" shall mean the temporary use of land and/or facilities, for which a fee is charged, for meetings, gatherings, weddings and other celebrations, events, and similar uses where a group of people congregate on public or private property. "Commercial social event" is defined as an event that is proposed to exceed or has been shown to exceed any of the processes, thresholds and standards imposed by the County for operation of the Commercial social event, limited. Those may be standards either listed in Section 9-2.224.9, Article 6.3 of Chapter 2 of this title (Administrative use permits) or in Article 44 of Chapter 2 of this title (Commercial social event, limited).
- Addition of new Article 6.3 to Chapter 2 of Title 9 to establish procedures for the Administrative Use Permit, the purpose of which is to:
"...allow the proper integration of uses into the community, only if such uses are designed and arranged on the site in accordance with established development standards of this title and policies of the General Plan." The Article establishes the process for issuing or denying an Administrative Use Permit.
- Amendment of Article 30 Agricultural Preserve (AP) zone of Chapter 2 of Title 9 to allow "Commercial social events" as a use permitted subject to the issuance of a special use permit.
- Amendment of Article 30 Agricultural Preserve (AP) zone of Chapter 2 of Title 9 to allow "Commercial social events, limited" as a use permitted subject to the issuance of an administrative use permit.
- Amendment of Article 31 General Agriculture (GA) zone of Chapter 2 of Title 9 to allow "Commercial social events" as a use permitted subject to the issuance of a special use permit.
- Amendment of Article 31 General Agriculture (GA) zone of Chapter 2 of Title 9 to

allow "Commercial social events, limited" as a use permitted subject to the issuance of an administrative use permit.

- *Minor amendment to Section 9-2.3104. Area, width, and coverage (GA). This amendment was inadvertently missed during the adoption of Ordinance 2019-1122 (Reflecting Minor Revisions to the 2035 General Plan Update Final Environmental Impact Report Table 3-1 by Amending Certain Sections of Title 9 Planning and Zoning of the Plumas County Code)
- Addition of new Article 44 to Chapter 2 of Title 9 to establish processes, thresholds, and standards for the new use of "Commercial social event, limited". The purpose of the new article is to:
"...define standards that regulate the operation of a limited commercial social event while protecting the health, safety, and welfare of the community."

The proposed draft ordinance, incorporating all suggested changes from the three workshops, was submitted to County Counsel for review on April 3, 2020, along with an Initial Study that provides background as to the reasons the ordinance should be considered exempt under CEQA.

The ordinance will be able to be applied in the Agricultural Preserve (AP) zones only if the Board of Supervisors amends "Exhibit C" of the Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses [Resolution No. 76-2914]. Resolution 2020-8459, approved by the Board on January 14, 2020, directed that an amendment to those Uniform Rules be considered.

CEQA COMPLIANCE AND DETERMINATION:

Based on the Initial Study prepared by staff, the ordinance adoption can be seen to be exempt from the requirements of the California Environmental Quality Act under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment.

ATTACHMENTS:

1. Zone Use Matrix
2. Proposed ordinance including Exhibit "A"
3. Planning Commission Resolution 2020-1 making recommendations to the Board of Supervisors

RECOMMENDATIONS:

Staff recommends that the Commission:

1. Hold the public hearing.
2. Waive the first reading of the proposed ordinance.

- PLANNED USE
- SPECIAL USE PERMIT REQUIRED
- △ ZONE-SPECIFIC LIMITATION ON USE
- INCLUDED AS PART OF ANOTHER USE

USE	ZONE																									
	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49
ADDITIONAL QUARTERS	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
ADMINISTRATIVE OFFICES																										
ADMINISTRATIVE OFFICES LIMITED																										
AGRICULTURAL AUCTION YARD																										
AGRICULTURAL PRODUCT SALES																										
AGRICULTURE																										
ANIMAL BREEDING & BOARDING																										
ANIMAL HUSBANDRY - COMMERCIAL																										
ANIMAL HUSBANDRY - LARGE ANIMALS																										
ANIMAL HUSBANDRY - SMALL ANIMALS																										
ASSEMBLY																										
BAR AND BREAKFAST INN	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
BOAT RAMP																										
BOAT SERVICE																										
BUSINESS OFFICE																										
CAMPGROUND																										
CHILD DAY CARE FACILITY	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
CHILD DAY CARE HOME	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
CHILD DAY CARE HOME - LIMITED	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
COMMUNITY CARE FACILITY	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
COMMUNITY CARE FACILITY - LTD. RESIDENTIAL	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
DOCK																										
DWELLING UNIT	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
ELECTRIC GENERATION																										
ELECTRIC GENERATION - LIMITED																										
EMPLOYEE HOUSING																										
FARM SUPPLY SALES																										
GAS STATION																										
GOLF FACILITY																										
GRAZING																										
GUEST HOUSE	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
HEALTH SERVICE																										
HEAVY EQUIPMENT SALES																										
HEAVY EQUIPMENT SERVICE																										
HOME BUSINESS	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
HOME BUSINESS - LIMITED	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
HOME INDUSTRY																										
HORTICULTURE																										
HUNTING CLUB																										
HYDRO-ELECTRIC GENERATION																										
JUNK YARD																										
KITCHEN																										
LAUNDRY																										
LOGGING FACILITY																										
MANUFACTURING																										
MARINA																										
MINING																										
PARK	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
PARKING LOT																										
PERSONAL SERVICES																										
PLACE OF ASSEMBLY	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
POSTAL SERVICE																										
PREFABRICATED BUILDING SALES																										
PROCESSING																										
PUBLIC SERVICE FACILITY	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
PUBLIC UTILITY FACILITY	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
RECREATION FACILITY																										
RECYCLING FACILITY																										
RECYCLING FACILITY - LIMITED																										
RESORT																										
RESTAURANT																										
RETAIL STORE																										
ROOMING FACILITY																										
SALVAGE OPERATION																										
SCHOOL	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
SELF SERVICE FACILITY																										
SHOOTING RANGE																										
STORAGE																										
Tavern																										
TIMBER MANAGEMENT																										
TRANSPORT STATION																										
UNDERTAKING																										
USED GOODS SALES																										
VEHICLE SALES																										
VEHICLE SERVICE																										
VETERINARY SERVICE																										
WAREHOUSING																										
WATER IMPROVEMENT																										
WATERBIRD MANAGEMENT																										
WHOLESALE COMMERCIAL SUPPLY																										
WHOLESALE																										
WILDLIFE MANAGEMENT																										

ORDINANCE NO. 2020 _____

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING PLUMAS COUNTY CODE TITLE 9 (PLANNING AND ZONING), CHAPTER 2, ARTICLE 2 TO ADD DEFINITIONS OF
"COMMERCIAL SOCIAL EVENT, LIMITED" AND "COMMERCIAL SOCIAL EVENT" AND ARTICLES 30 (AGRICULTURAL PRESERVE)
AND 31 (GENERAL AGRICULTURE) TO ADD "COMMERCIAL SOCIAL EVENT, LIMITED" AS A USE SUBJECT TO THE ISSUANCE OF AN
ADMINISTRATIVE USE PERMIT AND "COMMERCIAL SOCIAL EVENT" AS A USE SUBJECT TO THE ISSUANCE OF A SPECIAL USE
PERMIT AND TO ADD ARTICLES 6.3 (ADMINISTRATIVE USE PERMITS) AND 44 (COMMERCIAL SOCIAL EVENT, LIMITED)
ESTABLISHING PROCESSES, THRESHOLDS, AND STANDARDS FOR THE ESTABLISHMENT OF THE NEW USE(S)

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

Section 1.

Sections 9-2.224.7 "Commercial social event", 9-2.224.9 "Commercial social event, limited" of Article 2 of Chapter 2 of Title 9 of the Plumas County Code are hereby amended and adopted as set forth in Exhibit "A".

Section 2.

Article 6.3 (Administrative use permits) of Chapter 2 of Title 9 of the Plumas County Code is hereby adopted as set forth in Exhibit "A".

Section 3.

Sections 9-2.3002, Uses (AP) of Article 30 of Chapter 2 of Title 9 and 9-2.3102, Uses (GA) and 9-2.3104, Area, width, and coverage (GA) of Article 31 of Chapter 2 of Title 9 of the Plumas County Code are hereby amended and adopted as set forth in Exhibit "A".

Section 4.

Article 44 (Commercial social event, limited) of Chapter 2 of Title 9 of the Plumas County Code is hereby adopted as set forth in Exhibit "A".

Section 5.

Exhibit "A" shall take effect thirty (30) days after adoption.

Section 6. Codification.

This ordinance shall be codified.

Section 7. Publication.

This ordinance shall become effective thirty (30) days after its date of final adoption. There is no newspaper of general circulation published in Plumas County. Accordingly, the clerk of the board of supervisors shall post this ordinance in a prominent location at the board of supervisors' chambers within 15-days after its adoption and it shall remain posted thereafter for at least one week. In addition, the clerk of the board of supervisors shall post a copy of the full text of the ordinance and the names of those supervisors voting for and against the ordinance on the county's Internet Web site. A certificate of the clerk of the board of supervisors shall be entered in the minutes of the board that the ordinance has been duly posted. Sections 1, 2, 3, 4, and 5 shall be codified; the remainder shall be uncoded.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on

the _____ day of _____, 2020, and passed and adopted on the _____ day of _____, 2020 by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:

Chairman, Board of Supervisors

ATTEST:

Clerk of said Board of Supervisors

Plumas County Code Title 9, Chapter 2, Article 2

Article 2. Definitions

Sec. 9-2.224.7. Commercial social event.

"Commercial social event" shall mean the temporary use of land and/or facilities for which a fee is charged, for meetings, gatherings, weddings and other celebrations, events, and similar uses where a group of people congregate on public or private property. "Commercial social event" is defined as an event that is proposed to exceed or has been shown to exceed any of the processes, thresholds, and standards imposed by the County by operation of the Commercial social event, limited. There may be **processes, thresholds, and standards** defined in Section 9-2.224.9, Article 6.3 of Chapter 2 of this title (Administrative use permits) or in Article 4.4 of Chapter 2 of this title (Commercial social event, limited).

Sec. 9-2.224.9. Commercial social event, limited.

"Commercial social event, limited" shall mean the temporary use of land and/or facilities for which a fee is charged, for meetings, gatherings, weddings and other celebrations, events, and similar uses where a group of people congregate on public or private property. A single limited commercial social event may not exceed three (3) consecutive days in length. A maximum of nineteen (19) events **days** of limited commercial social event per parcel or year may be conducted on a parcel or group of parcels owned by the same person(s) or business.

Plumas County Code Title 9, Chapter 2, Article 6.3

(This is a proposed new Article in its entirety.)

Article 6.3.-Administrative use permits

Section 9-2.631. Purpose.

The purpose of the administrative use permit is to allow the proper integration of uses into the community, only if such uses are designed and arranged on the site in accordance with established development standards of this title and policies of the General Plan.

Section 9-2.632. Issuance.

(a) *Applications.* Application for an administrative use permit shall be made in writing by the owners of the property or by the proposed operator with the consent of the owners, on a form prescribed by the County and shall be submitted to the Department of Planning and Building Services.

(1) *Fee.* The application shall be accompanied by a fee, as set by the Board of Supervisors.

(2) *Contents.* The application shall contain plans showing the details of the proposed use. Additional information is required for specific uses as set forth in this Chapter.

(3) *Submittal.* The application shall be submitted to the Department at least ninety (90) days prior to the first event of the calendar year.

(b) *Processing.* The application shall be reviewed by County departments and State agencies as to compliance with applicable laws, policies, codes, and regulations. The Planning Director shall review for compliance with this title and with applicable General Plan goals, policies, and implementation measures.

(c) *Decision.* The Planning Director may approve, deny, or conditionally approve an application for an administrative use permit.

(1) *Conditions.* The Planning Director may impose such conditions as deemed necessary to secure compliance with the requirements of this title, the General Plan, or other regulations, and may impose such requirements and conditions with respect to location, construction, maintenance, operation, site

planning, and traffic control, as are deemed necessary, for the protection of property owners and the public interest.

(2) *Notice of Decision.* Notice of the decision of the Planning Director to issue the administrative use permit shall be provided as in Section 9-2.635 of this article.

(d) *Annual issuance.* Administrative use permits may be issued annually, as provided in this Chapter, for any of the uses or purposes for which such permits are required or permitted by the terms of this Title, upon conditions designated by the Planning Director.

(1) *Term.* The term of the administrative use permit shall be no longer than twelve (12) months from the date of issuance.

(2) *Review.* Annual issuance shall be based on a review of compliance with the administrative use permit as issued. The Planning Director may require an annual report or facility compliance form to be submitted. The annual report or facility compliance form shall include a report on the status of and compliance with all conditions of the administrative use permit.

(3) *Submittal.* Annual renewals of the administrative use permit shall be submitted to the Department at least sixty (60) days prior to the expiration of the administrative use permit.

(4) *Revisions.* The Planning Director may approve one or more revisions to an approved administrative use permit provided such revision does not result in a cumulative expansion of more than ten (10%) percent of the original site or use area and provided such revision is consistent with all applicable General Plan policies, County Code standards and other applicable codes and regulations.

(5) *Notice of Decision.* Notice of the decision of the Planning Director to approve the annual issuance or revision of the administrative use permit shall be provided as in Section 9-2.635 of this article.

(e) *Revocation.* The Board may revoke the administrative use permit for failure to comply with any of the conditions imposed or upon evidence of misrepresentation in the issuance of the administrative use permit. The abatement or removal of facilities, if required by such revocation, shall be at the expense of the permittee.

Section 9-2.633. Public hearing not required.

A public hearing shall not be required on any application for an administrative use permit prior to a decision by the Planning Director to approve, deny, or conditionally approve the application.

Section 9-2.634. Findings of approval.

The Planning Director shall make all the following findings upon granting the administrative use permit:

(a) That the proposed use is consistent with the policies and development standards of the general plan, the zoning ordinance, other county codes, any applicable area plan and any other applicable code and regulations; and

(b) That there is no substantial evidence that the project is approved will have a significant adverse effect on the environment, and will not be detrimental to the public health, safety and welfare.

(c) The Planning Director shall impose any conditions and/or requirements necessary to guarantee compliance with the findings in this Section.

Section 9-2.635. Notice of decision.

All decisions, including decisions to approve, conditionally approve or deny administrative use permits; annual issuance of administrative use permits and revisions of administrative use permits shall be posted in the Plumas County Courthouse or any other locations as designated by the Plumas County Board of Supervisors, on the County's website and on the site of the event until the end of the appeal period. There shall be a ten (10) day appeal period beginning on the day the notice is published and posted.

Section 9-2.636. Appeal of decision.

The Planning Director's decision to approve the administrative use permit is subject to appeal. All appeals shall follow procedures as set forth in Chapter 2, Article 10 of this title (Appeals).

Plumas County Code Title 9, Chapter 2, Article 30

Article 30. Agricultural Preserve Zone (AP)

Sec. 9-2.3002. Uses (AP).

- (a) The following uses shall be permitted in the Agricultural Preserve Zone (AP):
 - (1) Agriculture, timber management, agricultural product sales, animal breeding and boarding, and employee housing;
 - (2) One dwelling unit; and
 - (3) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Mining, limited electric generation, public utility facilities, public service facilities, wildlife management, transport stations, agricultural auction yards, agricultural processing, outdoor shooting ranges, hunting clubs, and bed and breakfast inns, and commercial social events; and
 - (2) Recreational uses, but not limited to walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation.
- (c) The following use shall be permitted subject to the issuance of an administrative use permit:
 - (1) Commercial social events, limited.

Plumas County Code Title 9, Chapter 2, Article 31

Article 31. General Agriculture Zone (GA)

Sec. 9-2.3102. Uses (GA).

- (a) The following uses shall be permitted in the General Agriculture Zone (GA):
 - (1) Agriculture, timber management, wildlife management, agricultural product sales, animal breeding and boarding, and employee housing;
 - (2) One dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit; and
 - (3) Child day care homes, limited child day care homes, and home businesses.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, agricultural auction yards, agricultural processing, transport stations, veterinary services, outdoor shooting ranges, and hunting clubs; and commercial social events; and
 - (2) On land of a soil type not suitable for identification as an important agricultural area, non-commercial campgrounds, recreation facilities, and resorts.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units at the ratio of up to one per forty (40) acres of lot area.
- (d) The following use shall be permitted subject to the issuance of an administrative use permit:
 - (1) Commercial social events, limited.

Sec. 9-2.3104. Area and width and coverage (GA).

- (a) The minimum gross lot area in the General Agriculture Zone (GA) shall be forty (40) acres.
- (b) The minimum width shall be 300 feet.

- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Agriculture Zone (GA), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied.
- (d) Each dwelling unit and necessary buildings shall cover no more than one (1) acre. Miscellaneous permitted compatible uses shall cover no more than one (1) acre.

Plumas County Code Title 9, Chapter 2, Article 44

(This is a proposed new Article in its entirety.)

Article 44.-Commercial social event, limited

Sec. 9-2.4401. Purpose.

The purpose of this article is to define standards that regulate the operation of a limited commercial social event while protecting the health, safety, and welfare of the community.

Sec. 9-2.4402. Applicability.

This article applies to administrative use permits issued for the operation of a Commercial social event, limited and special use permits for the operation of a Commercial social event in the Agricultural Preserve (AP) zone and the General Agriculture (GA) zone.

Sec. 9-2.4403. Definitions

- (a) "*Commercial social event*" shall be as defined in Section 9-2.224.7 of this Chapter.
- (b) "*Commercial social event, limited*" shall be as defined in Section 9-2.224.9 of this Chapter.

Sec. 9-2.4404. Administrative use permit required for commercial social event, limited.

(a) An administrative use permit, meeting the requirements of Title 9, Chapter 2, Article 6.3, is required to be issued by the Planning Director to allow up to nineteen (19) limited commercial social events to be held per calendar year for up to 250 guests on a parcel zoned AP (Agricultural Preserve) and GA (General Agriculture). No event shall exceed three (3) consecutive days in length. The term of the administrative use permit shall be no longer than twelve (12) months from the date of issuance.

Application for the administrative use permit shall be submitted to the Department of Planning and Building Services at least ninety (90) days prior to the first event of the calendar year.

(b) The administrative use permit, once issued, may be renewed on an annual basis as provided in Article 6.3 of Chapter 2 of this title. Application for renewal shall be submitted to the Department of Planning and Building Services at least sixty (60) days prior to the first event of the calendar year.

(c) The primary use of the parcel on which the limited commercial social event is located shall be commercial agricultural production. All uses proposed on Williamson Act contracted property must be compatible with the Williamson Act. The portion of the property used for the limited commercial social event shall be no more than ten (10%) percent of the total acreage or five (5) acres of land, whichever is less. The event must be designed to be compatible with on-site agricultural operations as well as any adjoining agricultural operations and single family residences, including appropriate setbacks, and parking. Areas seasonally used for agricultural production may be temporarily used for event activities (e.g., parking) provided that no permanent damage occurs to the resource and that there is no demonstrable loss of agricultural productivity.

(d) A facility compliance form shall be required to be submitted annually to the Department of Planning and Building Services to report on each year's event operation. The facility compliance form shall include a report on

status of and compliance with all conditions of the administrative use permit issued for the limited commercial social event.

Sec. 9-2.4405. Administrative use permit standards for commercial social event, limited.

Application for an administrative use permit shall be made in writing by the owners of the property or by the proposed operator with the consent of the owners, on a form prescribed by the Planning Director and shall be submitted to the Department of Planning and Building Services.

County staff will forward application materials to the appropriate local and state agencies for review and will coordinate any responses received.

The following list may not be all inclusive.

(a) Access.

(1) Capacity of road providing access.

The event venue shall have access from a road/roads which has/have adequate capacity for existing traffic and traffic proposed by the Commercial social event, limited. Any and all road improvements (public and private) must be made only as allowed by the provisions of a recorded access easement.

(2) Onsite access to meet code requirements.

The event venue shall be located on a parcel that complies with the driveway and turnaround road standards specified in Sections 9-4.503 and 9-4.604(l) of this Code.

(3) Access from private road(s).

If primary access is not from a county maintained road or a State highway, the applicant or operator shall participate in any existing active road maintenance organization for all privately maintained access road(s). If no road maintenance organization exists, the applicant or operator shall record a road maintenance agreement which provides for maintenance of drainage and erosion control devices, fuel modification, and upkeep of road surfaces from at least the owner's property to the nearest county maintained road or State highway. The road maintenance agreement shall be in effect for the life of the project unless maintenance for the roadway is assumed by the County, a special district, other governmental entity, or a private road maintenance organization.

(4) Air quality/emissions of air pollutants.

The District rules of the Northern Sierra Air Quality Management District apply to the regulation of dust suppression measures created by the use of any access road(s) to serve the limited commercial social event venue. District Rule 205 prohibits the discharge of air contaminants or other materials from any source which cause injury, detriment, nuisance, or annoyance to any considerable number of persons, or to the public, or which endangers the comfort, repose, health, or safety of any such persons, or the public or which cause to have a natural tendency to cause injury or damage to business or property. Appropriate dust suppression measures to prevent dust emission and/or airborne transmission of fugitive dust from the roadway(s) serving the venue shall be utilized by the property owner and/or operator of the limited commercial social event.

(c) Fire Safety/Fire Prevention Plan.

A plan for fire safety and fire prevention, as well as for emergency response services, shall be approved by the appropriate structural fire protection agency. If the parcel proposed for use for the limited commercial social event is not located within the boundaries of a structural fire protection district, a contract obtained from the nearest district, which includes conditions of service, can be used to satisfy the requirement for the fire safety and fire prevention plan.

arking.

(1) The limited commercial social event venue, excluding parking areas, shall be located at least 200 feet from the boundary of the nearest parcel zoned Single-Family Residential (2-R, 3-R, 7-R), Multiple-Family Residential (M-R), Suburban (S-1), Secondary Suburban (S-3), or Rural (R-10 or R-20).

(2) The limited commercial social event parking areas shall be located at least 20 feet from the boundary of any parcel zoned Single-Family Residential (2-R, 3-R, 7-R), Multiple-Family Residential (M-R), Suburban (S-1), Secondary Suburban (S-3), or Rural (R-10, or R-20).

(3) All parking for the event shall be located on the site of the event. No parking shall be permitted within any County or State rights-of-way. At least one off-street parking space shall be provided for each two guests in attendance at the limited commercial social event. Parking areas shall be surfaced with gravel, asphalt or asphaltic concrete to reduce dust and be reasonably maintained free of vegetation. Alternatively, areas covered with grass or pasture may be used for parking provided the grass is trimmed to a height of no more than three inches or as needed to reduce risk of fire. Compacted dirt, decomposed granite, gravel or other permeable surface may be utilized only if the area is sufficiently treated with dust suppression measures to prevent dust emission and/or airborne transmission of fugitive dust from the site. The District Rules of the Northern Sierra Air Quality Management District shall apply to regulation of dust suppression measures for on-site event parking areas.

(c) Traffic Management Plan.

Prior to the issuance of the administrative use permit, a traffic management plan shall be submitted to and approved by the Department of Public Works for events exceeding one-hundred (100) guests that utilize County roads for direct access to the event site. The traffic management plan shall include appropriate techniques to provide safe ingress and egress from event facilities without resulting in substantial congestion of roadways, or otherwise cause traffic-related hazards. Such techniques may include, but may not be limited to:

(1) Temporary caution and directional signage;

(2) Clearly defined points of ingress/egress;

(3) Cones or other clear markers placed to help direct vehicle flow, define parking areas and driveways; and

(4) Flag persons to help direct vehicle flow and minimize congestion.

If any of the implementation techniques proposed in the Traffic Management Plan are to occur within State highway right-of-way, the Traffic Management Plan shall be submitted to and approved by the California Department of Transportation (CALTRANS) and an encroachment permit will be required for the traffic control measures. Any proposed traffic control devices and methods shall conform to CALTRANS standards.

(c) Event Hours/Noise

(1) If a limited commercial social event venue is located within three-hundred (300) feet of a parcel zoned Single-Family Residential (2-R, 3-R, 7-R), Multiple-Family Residential (M-R), Suburban (S-1), Secondary Suburban (S-3), or Rural (R-10 or R-20), or of any personal residence located on adjacent property, the commercial social event shall occur between the hours of 10:00 a.m. and 10:00 p.m. excluding set up and clean up time.

(2) If a limited commercial social event venue is not located adjacent to a parcel zoned Single-Family Residential (2-R, 3-R, 7-R), Multiple-Family Residential (M-R), Suburban (S-1), Secondary Suburban (S-3), Rural (R-10 or R-20) or is located over 300 feet from a parcel zoned Single-Family Residential (2-R, 3-R, 7-R), Multiple-Family Residential (M-R), Suburban (S-1), Secondary Suburban (S-3), Rural (R-10 or R-20) or is held entirely within an enclosed building, the event hours are not restricted by the County.

(3) At no time during the event, shall the noise generated by the limited commercial social event exceed the outdoor Community Noise Exposure level of 70 L_{dn} or CNEL (dB) as measured at any property line.

(f) *Water.*

(1) *Water system permit, required.*

The event venue shall be permitted as a local small drinking water system or other County regulated water system in accordance with Title 6 Chapter 9 of Plumas County Code, unless otherwise approved by Environmental Health.

(2) *Drinking water plan, required.*

Prior to the issuance of the administrative use permit, a drinking water plan specifying the provision of potable water service at the limited commercial social event shall be submitted to Environmental Health for review and approval. The drinking water plan shall specify that at least one drinking fountain or equivalent arrangement for potable water shall be provided at no cost for guests numbering from 1 to 250.

(3) *Water system, limitation on operation.*

The applicant or operator shall certify that not more than 25 people daily for more than 60 days of the year are being served by the drinking water system. This certification shall be included in the annual facility compliance form described in Sec. 9-2. 4404(d).

(g) *Wastewater.*

(1) *Sewage disposal, required.*

The limited commercial social event venue shall be provided with means for sewage disposal in accordance with Title 6 Chapter 6 of Plumas County Code.

(2) *New or existing onsite wastewater treatment and disposal system (OWTS).*

If new or existing onsite wastewater treatment and disposal system (OWTS) facilities are proposed, the applicant must demonstrate that they are designed, sited, and constructed to adequately and safely serve anticipated wastewater flows generated at the limited commercial social event venue.

(3) *Temporary vaults or portable toilets.*

If temporary vaults or portable toilets are proposed, they must be serviced by a sanitation vendor who has a current Plumas County permit to operate issued by Environmental Health.

(h) *Water Closets and Urinals.*

At least one (1) water closet and one (1) urinal shall be provided for the first one-hundred (100) males or portion thereof in attendance at the limited commercial social event, two (2) water closets and two (2) urinals for 101-200 males, with three (3) water closets and three (3) urinals from 201 to 250 males. One water closet shall be provided for the first twenty-five (25) females or portion thereof in attendance, two (2) water closets for 26-50 females, three (3) water closets for 51-100, four (4) water closets from 101 to 200 females and six (6) water closets from 201 to 250 females.

ignage.

On-site signage shall not exceed that necessary to identify the venue and to direct traffic and shall be removed immediately following each event. On-site signage shall be in accordance with Section 9-2.416 of this Code. An encroachment permit shall be obtained prior to placing any signage within a County road right-of-way. Temporary roadside signs for the event placed within any State highway right-of-way shall conform to the CA-MUTCD and may require an encroachment permit. Advertising within any State highway right-of-way is prohibited (California Streets and Highways Code Section 729). Off-site advertising of any kind is prohibited by Plumas County Code.

(j) Encroachment Permit for Access.

If access to the venue is off a County road or State highway right-of-way, an encroachment permit shall be obtained. Improvement of the proposed roadway connection to CALTRANS standards may be a condition of the State encroachment permit.

(k) Lighting.

Lighting shall not exceed that necessary to provide for the safety of guests attending the event. All lighting shall be low level, low intensity and directed downward toward the area to be illuminated to reduce light pollution, glare and spillage. Lighting shall be so installed as to focus away from adjoining properties as per Plumas County Code Section 9-2.411.

(l) Power Cords.

Temporary power cords shall not be affixed to structures, extended through walls, or subjected to environmental or physical damage. Cords shall be secured to prevent tripping hazards. Large diameter cords shall be provided with cord bridges or ramps to facilitate the crossing of wheel chairs, strollers and similar wheeled equipment.

(m) Temporary Stages or other event structures.

A building permit issued by the Building Department shall be secured prior to erecting a temporary stage or any other structures constructed on the property for the limited commercial social event. Evidence shall be provided to show that building permits have been obtained for these structures ~~or shall be obtained in a reasonable time period~~ prior to approval of the annual administrative use permit. All requirements for accessibility shall be satisfied.

(n) Tent or Membrane Structure.

If a commercial social event utilizes a tent or membrane structure, the placement, construction, and use of that structure shall adhere to all applicable provisions of the California Building Standards Code as adopted by Title 8 of this Code, including the California Fire Code. All requirements for accessibility shall be satisfied.

(o) Refuse Waste and Recyclables.

Receptacles for refuse and recyclable materials shall be provided for each limited commercial social event. Bins or containers must be serviced in a manner and frequency that prevents odors, leakage, overflow, or flies. Recycling is encouraged but sorting, storage and removal from the premises must be timely to prevent flies, odors, or other nuisance conditions. All refuse and recyclables shall be collected the day following the event and shall be removed from the parcel within seven days following conclusion of the event in conformance with Title 6, Chapter 10 of this Code. Environmental Health, by special order, may require more frequent removal in specific circumstances threatening public health and safety.

ood.

. food will be served to attendees of the event, it must come from a facility permitted by Environmental Health in accordance with the California Retail Food Code as adopted by reference in Section 6-3.02 of Plumas County Code.

(q) Alcoholic Beverages.

If alcoholic beverages will be served, all requirements of the Alcoholic Beverage Control Act shall be followed during the event.

Sec. 9-2.4406. Special use permit for commercial social event, required.

A special use permit per Article 6 of Chapter 2 of this title shall be obtained prior to holding any commercial social event on a parcel zoned AP (Agricultural Preserve) and GA (General Agriculture) that exceeds the number of events and/or days or is otherwise not in compliance with the standards for limited commercial social events contained in Sections 9-2.4404 and 9-2.4405 of this article.

Sec. 9-2.4407 Outdoor festival, exemption.

“Outdoor festival” shall mean and include any outdoor gathering that is for the primary purpose of attending or participating in or observing a musical or theatrical performance to which the public is admitted, with or without the payment of admission charges. Outdoor festivals are regulated as per Title 5, Chapter 6 of this Code and are exempt from the provisions of this article.

Sec. 9-2.4408. Agricultural preserve (AP) zoned parcels subject to Williamson Act contracts.

Notwithstanding Section 9-2.4404(c) of this article, if an agriculturally zoned parcel is found to be subject to a Land Conservation Act Contract (Williamson Act) for which an administrative use permit or special use permit is obtained for the purpose of commercial social events, then a consultation with the County Assessor is required to determine if a tax re-assessment will be required. All uses proposed on Williamson Act contracted property must be compatible with the Williamson Act. Any activity(ies) conducted on a property under Contract other than agricultural uses, or miscellaneous compatible uses as determined by the Board of Supervisors, may also result in penalties including, but not limited to, non-renewal of the Contract.

RESOLUTION NUMBER P. C. 2020-1

RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS THAT THE ORDINANCE AMENDING PLUMAS COUNTY CODE TITLE 9 (PLANNING AND ZONING), CHAPTER 2, ARTICLE 2 TO ADD DEFINITIONS OF "COMMERCIAL SOCIAL EVENT, LIMITED" AND "COMMERCIAL SOCIAL EVENT" AND ARTICLES 30 (AGRICULTURAL PRESERVE) AND 31 (GENERAL AGRICULTURE) TO ADD "COMMERCIAL SOCIAL EVENT, LIMITED" AS A USE SUBJECT TO THE ISSUANCE OF AN ADMINISTRATIVE USE PERMIT AND "COMMERCIAL SOCIAL EVENT" AS A USE SUBJECT TO THE ISSUANCE OF A SPECIAL USE PERMIT AND TO ADD ARTICLES 6.3 (ADMINISTRATIVE USE PERMITS) AND 44 (COMMERCIAL SOCIAL EVENT, LIMITED) ESTABLISHING PROCESSES, THRESHOLDS, AND STANDARDS FOR THE ESTABLISHMENT OF THE NEW USE(S) BE INCORPORATED INTO THE PLUMAS COUNTY CODE AND THAT THE BOARD FIND THE ORDINANCE ADOPTION IS EXEMPT FROM CEQA UNDER 15061(b)(3)

WHEREAS, the Board of Supervisors approved Resolution No. 2020-8459 (Resolution of Intention to Review and Consider Amendments to the Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, to Establish Commercial Wedding Venues as a Use Allowed in Certain Zone(s) and Allowed by What Process(es) and to Review and Consider Amendments to Resolutions Adopting the Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses) on January 14, 2020; and

WHEREAS, the Planning Commission discussed the issue of zoning for commercial wedding venues in Agricultural zones on February 20, 2020, and directed planning staff to prepare a draft ordinance amending the zoning code to allow such use; and

WHEREAS, Planning Commission held two workshops on March 5, 2020 and March 19, 2020 to review the draft ordinance prepared by staff and to incorporate comments from staff, the Commissioners, and the public; and

WHEREAS, the Planning Commission held a properly noticed public hearing on the proposed ordinance on April 16, 2020 and received testimony from all interested parties.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the County of Plumas, State of California recommends that the Board of Supervisors:

1. Find that the ordinance adoption is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) because there is no possibility that the proposed ordinance, with conditions, will have a significant adverse effect on the environment.
2. Adopt the ordinance amending Title 9 of the Plumas County Code as shown in Exhibit "A" attached.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 16th day of APRIL, 2020 by the following roll call vote:

AYES: Commissioners: STOUT, WILLIAMS, OLOFSON
NOES: Commissioners: NONE
ABSENT: Commissioners: NONE

Said resolution to be effective as of the 16th day of APRIL, 2020.


Larry Williams, Chair
Plumas County Planning Commission

ATTEST:

Tracey Ferguson, Planning Director

Article 6. - Special Use Permits

Sec. 9-2.601. - Purpose.

The purpose of special use permits is to permit and control uses which have the potential to be socially, economically, or environmentally incompatible with the surrounding area.

(§ 3, Ord. 84-593, eff. January 3, 1985)

Sec. 9-2.602. - Issuance.

- (a) *Applications.* Any person seeking the issuance of a special use permit shall file a request with the Planning and Development Agency, and shall appear before the Zoning Administrator presenting evidence of the following:

- (1) That the use is not socially, economically, or environmentally incompatible with the surrounding area; and
- (2) That the owner of the property concurs in the request, if the applicant is other than the owner, and that the owner will be a party, with ultimate responsibility for the special use permit, if granted.

- (b) *Processing time.* The Planning Director shall determine if an application is complete within thirty (30) days after the receipt of the application.

If an application is determined to not be complete, the applicant shall make the application complete within one year from the date on which the application was determined to not be complete, or the application shall be considered withdrawn.

Upon completion of the appropriate environmental review, an application shall be scheduled for the next regularly scheduled hearing for which the application can be scheduled while meeting all requirements for notice.

- (c) *Investigations.* The Zoning Administrator shall investigate each application for a special use permit to assure that the proposal in each application is consistent with the intent and purposes of the provisions of this chapter.

- (d) *Hearings.*

- (1) *Scheduling.* The Zoning Administrator shall hold a public hearing on each application for a special use permit and shall give notice of such hearing as set forth in Article 11.5 of this chapter.
- (2) *Findings.* The Zoning Administrator shall issue findings and file them with the Planning Director. The applicant shall be notified of such findings not later than five (5) days after their issuance.
- (3) *Conditions.* The Zoning Administrator, in approving a special use permit, may require certain conditions under which the proposed use shall be allowed, which conditions shall prevent material damages to adjacent properties and shall provide suitable safeguards to ensure social, economic, and environmental compatibility with the surrounding area. Such conditions may include time limitations, architectural considerations, access provisions, off-street parking, the posting of a bond to insure the work, greenbelts, planting requirements, sign sizes and messages, and other controls. The violation of any condition of a special use permit shall be a violation of the provisions of this chapter and shall be punishable as set forth in Article 12 of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 85-607, eff. June 13, 1985, § 1, Ord. 89-719, eff. November 2, 1989, and § 1, Ord. 94-828, eff. March 31, 1994)

Sec. 9-2.603. - Revocation.

- (a) *Institution.* Failure to comply with any condition imposed or misrepresentation by the applicant in the issuance of a special use permit shall result in the institution of revocation procedures by the Planning Director.
- (b) *Hearings.*
 - (1) *Notices.* The Planning Director shall schedule a public hearing before the Board with notice given as set forth in Article 11.5 of this chapter and given by certified mail to the person to whom the special use permit was issued.
 - (2) *Revocation.* The Board may revoke such permit or modify the original conditions for failure to comply with any of the conditions imposed or upon evidence of misrepresentation in the issuance of the special use permit. The abatement and removal of facilities, if required by such revocation, shall be at the expense of the permittee.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 2, Ord. 85-607, eff. June 13, 1985)

BOARD OF SUPERVISORS, COUNTY OF PLUMAS
RESOLUTION NO. 2020 – ____

RESOLUTION AMENDING RESOLUTION NO. 76-2914
SUBSECTION 6 (MISCELLANEOUS COMPATIBLE USES)

WHEREAS, the Board of Supervisors adopted "Exhibit C" or uniform rules governing the establishment and administration of Agricultural Preserves, including compatible uses by Resolution No. 76-2914 adopted November 23, 1976; and

WHEREAS, subsequent amendments, by resolution, have been made to certain sections of "Exhibit C" in 1979, 1981, 1985, 1988, and 1994; and

WHEREAS, on January 14, 2020 the Board of Supervisors approved Resolution of Intention No. 2020-8459 with the resolve to address potential amendments to Resolution No. 76-2914 regarding uses determined to be compatible within Agricultural Preserves; and

WHEREAS, on May 19, 2020 a public hearing before the Board of Supervisors was held and public testimony was received; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution deeming commercial social events, limited and commercial social events as compatible uses within established Agricultural Preserves.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Supervisors of the County of Plumas, State of California that said Resolution No. 76-2914 adopting uniform rules governing the establishment and administration of Agricultural Preserves is hereby amended as follows:

Subsection 6 (Miscellaneous compatible uses) of paragraph "J" to include items "k" and "l" as follows:

k. Commercial social event, limited

l. Commercial social event

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a meeting held on the 19th day of MAY, 2020 by the following roll call vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Said resolution to be effective as of the 19th day of MAY, 2020.

Chair, Board of Supervisors

ATTEST:

Clerk of said Board of Supervisors

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ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING PLUMAS COUNTY CODE TITLE 9 (PLANNING AND ZONING), CHAPTER 2, ARTICLE 2 TO ADD DEFINITIONS OF
"COMMERCIAL SOCIAL EVENT, LIMITED" AND "COMMERCIAL SOCIAL EVENT" AND ARTICLES 30 (AGRICULTURAL PRESERVE)
AND 31 (GENERAL AGRICULTURE) TO ADD "COMMERCIAL SOCIAL EVENT, LIMITED" AS A USE SUBJECT TO THE ISSUANCE OF AN
ADMINISTRATIVE USE PERMIT AND "COMMERCIAL SOCIAL EVENT" AS A USE SUBJECT TO THE ISSUANCE OF A SPECIAL USE
PERMIT AND TO ADD ARTICLES 6.3 (ADMINISTRATIVE USE PERMITS) AND 44 (COMMERCIAL SOCIAL EVENT, LIMITED)
ESTABLISHING PROCESSES, THRESHOLDS, AND STANDARDS FOR THE ESTABLISHMENT OF THE NEW USE(S)

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

Section 1.

Sections 9-2.224.7 "Commercial social event", 9-2.224.9 "Commercial social event, limited" of Article 2 of Chapter 2 of Title 9 of the Plumas County Code are hereby amended and adopted as set forth in Exhibit "A".

Section 2.

Article 6.3 (Administrative use permits) of Chapter 2 of Title 9 of the Plumas County Code is hereby adopted as set forth in Exhibit "A".

Section 3.

Sections 9-2.3002. Uses (AP) of Article 30 of Chapter 2 of Title 9 and 9-2.3102. Uses (GA) and 9-2.3104. Area, width, and coverage (GA) of Article 31 of Chapter 2 of Title 9 of the Plumas County Code are hereby amended and adopted as set forth in Exhibit "A".

Section 4.

Article 44 (Commercial social event, limited) of Chapter 2 of Title 9 of the Plumas County Code is hereby adopted as set forth in Exhibit "A".

Section 5.

Exhibit "A" shall take effect thirty (30) days after adoption.

Section 6. Codification.

This ordinance shall be codified.

Section 7. Publication.

This ordinance shall become effective thirty (30) days after its date of final adoption. There is no newspaper of general circulation published in Plumas County. Accordingly, the clerk of the board of supervisors shall post this ordinance in a prominent location at the board of supervisors' chambers within 15-days after its adoption and it shall remain posted thereafter for at least one week. In addition, the clerk of the board of supervisors shall post a copy of the full text of the ordinance and the names of those supervisors voting for and against the ordinance on the county's Internet Web site. A certificate of the clerk of the board of supervisors shall be entered in the minutes of the board that the ordinance has been duly posted. Sections 1, 2, 3, 4, and 5 shall be codified; the remainder shall be uncoded.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on

the _____ day of _____, 2020, and passed and adopted on the _____
_____ day of _____, 2020 by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:

Chairman, Board of Supervisors

ATTEST:

Clerk of said Board of Supervisors

Plumas County Code Title 9, Chapter 2, Article 2

Article 2. Definitions

Sec. 9-2.224.7. Commercial social event.

"Commercial social event" shall mean the temporary use of land and/or facilities, for which a fee is charged, for meetings, gatherings, weddings and other celebrations, events, and similar uses where a group of people congregate on public or private property. "Commercial social event" is defined as an event that is proposed to exceed or has been shown to exceed any of the processes, thresholds, and standards imposed by the County for operation of the Commercial social event, limited. These may be processes, thresholds, and standards either listed in Section 9-2.224.9, Article 6.3 of Chapter 2 of this title (Administrative use permits) or in Article 44 of Chapter 2 of this title (Commercial social event, limited).

Sec. 9-2.224.9. Commercial social event, limited.

"Commercial social event, limited" shall mean the temporary use of land and/or facilities, for which a fee is charged, for meetings, gatherings, weddings and other celebrations, events, and similar uses where a group of people congregate on public or private property. A single limited commercial social event may not exceed three (3) consecutive days in length. A maximum of nineteen (19) events of limited commercial social events per calendar year may be conducted on a parcel or group of parcels owned by the same person(s) or business.

Plumas County Code Title 9, Chapter 2, Article 6.3

(As amended by Ordinance 2015-01 to its entirety.)

Article 6.3.-Administrative use permits

Section 9-2.631. Purpose.

The purpose of the administrative use permit is to allow the proper integration of uses into the community, only if such uses are designed and arranged on the site in accordance with established development standards of this title and policies of the General Plan.

Section 9-2.632. Issuance.

(a) *Applications.* Application for an administrative use permit shall be made in writing by the owners of the property or by the proposed operator with the consent of the owners, on a form prescribed by the County and shall be submitted to the Department of Planning and Building Services.

(1) *Fee.* The application shall be accompanied by a fee, as set by the Board of Supervisors.

(2) *Contents.* The application shall contain plans showing the details of the proposed use. Additional information is required for specific uses as set forth in this Chapter.

(3) *Submittal.* The application shall be submitted to the Department at least ninety (90) days prior to the first event of the calendar year.

(b) *Processing.* The application shall be reviewed by County departments and State agencies as to compliance with applicable laws, policies, codes, and regulations. The Planning Director shall review for compliance with this title and with applicable General Plan goals, policies, and implementation measures.

(c) *Decision.* The Planning Director may approve, deny, or conditionally approve an application for an administrative use permit.

(1) *Conditions.* The Planning Director may impose such conditions as deemed necessary to secure compliance with the requirements of this title, the General Plan, or other regulations, and may impose such requirements and conditions with respect to location, construction, maintenance, operation, site

planning, and traffic control, as are deemed necessary, for the protection of property owners and the public interest.

(2) *Notice of Decision* Notice of the decision of the Planning Director to issue the administrative use permit shall be provided as in Section 9-2.635 of this article.

(d) *Annual issuance.* Administrative use permits may be issued annually, as provided in this Chapter, for any of the uses or purposes for which such permits are required or permitted by the terms of this Title, upon conditions designated by the Planning Director.

(1) *Term.* The term of the administrative use permit shall be no longer than twelve (12) months from the date of issuance.

(2) *Review.* Annual issuance shall be based on a review of compliance with the administrative use permit as issued. The Planning Director may require an annual report or facility compliance form to be submitted. The annual report or facility compliance form shall include a report on the status of and compliance with all conditions of the administrative use permit.

(3) *Submittal.* Annual renewals of the administrative use permit shall be submitted to the Department at least sixty (60) days prior to the expiration of the administrative use permit.

(4) *Revisions.* The Planning Director may approve one or more revisions to an approved administrative use permit provided such revision does not result in a cumulative expansion of more than ten (10%) percent of the original site or use area and provided such revision is consistent with all applicable General Plan policies, County Code standards and other applicable codes and regulations.

(5) *Notice of Decision* Notice of the decision of the Planning Director to approve the annual issuance or revision of the administrative use permit shall be provided as in Section 9-2.635 of this article.

(e) *Revocation.* The Board may revoke the administrative use permit for failure to comply with any of the conditions imposed or upon evidence of misrepresentation in the issuance of the administrative use permit. The abatement or removal of facilities, if required by such revocation, shall be at the expense of the permittee.

Section 9-2.633. Public hearing not required.

A public hearing shall not be required on any application for an administrative use permit prior to a decision by the Planning Director to approve, deny, or conditionally approve the application.

Section 9-2.634. Findings of approval.

The Planning Director shall make all the following findings upon granting the administrative use permit:

(a) That the proposed use is consistent with the policies and development standards of the general plan, the zoning ordinance, other county codes, any applicable area plan and any other applicable code and regulations; and

(b) That there is no substantial evidence that the project is approved will have a significant adverse effect on the environment, and will not be detrimental to the public health, safety and welfare.

(c) The Planning Director shall impose any conditions and/or requirements necessary to guarantee compliance with the findings in this Section.

Section 9-2.635. Notice of decision.

All decisions, including decisions to approve, conditionally approve or deny administrative use permits; annual issuance of administrative use permits and revisions of administrative use permits shall be posted in the Plumas County Courthouse or any other locations as designated by the Plumas County Board of Supervisors, on the County's website and on the site of the event until the end of the appeal period. There shall be a ten (10) day appeal period beginning on the day the notice is published and posted.

Section 9-2.636. Appeal of decision.

The Planning Director's decision to approve the administrative use permit is subject to appeal. All appeals shall follow procedures as set forth in Chapter 2, Article 10 of this title (Appeals).

Plumas County Code Title 9, Chapter 2, Article 30

Article 30. Agricultural Preserve Zone (AP)

Sec. 9-2.3002. Uses (AP).

- (a) The following uses shall be permitted in the Agricultural Preserve Zone (AP):
 - (1) Agriculture, timber management, agricultural product sales, animal breeding and boarding, and employee housing;
 - (2) One dwelling unit; and
 - (3) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Mining, limited electric generation, public utility facilities, public service facilities, wildlife management, transport stations, agricultural auction yards, agricultural processing, outdoor shooting ranges, hunting clubs, and bed and breakfast inns; and commercial social events; and
 - (2) Recreational uses, but not limited to walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation.
- (c) The following use shall be permitted subject to the issuance of an administrative use permit:
 - (1) Commercial social events, limited.

Plumas County Code Title 9, Chapter 2, Article 31

Article 31. General Agriculture Zone (GA)

Sec. 9-2.3102. Uses (GA).

- (a) The following uses shall be permitted in the General Agriculture Zone (GA):
 - (1) Agriculture, timber management, wildlife management, agricultural product sales, animal breeding and boarding, and employee housing;
 - (2) One dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit; and
 - (3) Child day care homes, limited child day care homes, and home businesses
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, agricultural auction yards, agricultural processing, transport stations, veterinary services, outdoor shooting ranges, and hunting clubs; and commercial social events; and
 - (2) On land of a soil type not suitable for identification as an important agricultural area, non-commercial campgrounds, recreation facilities, and resorts.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units at the ratio of up to one per forty (40) acres of lot area.
- (d) The following use shall be permitted subject to the issuance of an administrative use permit:
 - (1) Commercial social events, limited.

Sec. 9-2.3104. Area, and width, and coverage (GA).

- (a) The minimum gross lot area in the General Agriculture Zone (GA) shall be forty (40) acres.
- (b) The minimum width shall be 300 feet.

- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Agriculture Zone (GA), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied.
- (d) Each dwelling unit and necessary buildings shall cover no more than one (1) acre. Miscellaneous permitted compatible uses shall cover no more than one (1) acre.

Plumas County Code Title 9, Chapter 2, Article 44

(This is a proposed title for Plumas County.)

Article 44.-Commercial social event, limited

Sec. 9-2.4401. Purpose.

The purpose of this article is to define standards that regulate the operation of a limited commercial social event while protecting the health, safety, and welfare of the community.

Sec. 9-2.4402. Applicability.

This article applies to administrative use permits issued for the operation of a Commercial social event, limited and special use permits for the operation of a Commercial social event in the Agricultural Preserve (AP) zone and the General Agriculture (GA) zone.

Sec. 9-2.4403. Definitions

- (a) "*Commercial social event*" shall be as defined in Section 9-2.224.7 of this Chapter.
- (b) "*Commercial social event, limited*" shall be as defined in Section 9-2.224.9 of this Chapter.

Sec. 9-2.4404. Administrative use permit required for commercial social event, limited.

(a) An administrative use permit, meeting the requirements of Title 9, Chapter 2, Article 6.3, is required to be issued by the Planning Director to allow up to nineteen (19) limited commercial social events to be held per calendar year for up to 250 guests on a parcel zoned AP (Agricultural Preserve) and GA (General Agriculture). No event shall exceed three (3) consecutive days in length. The term of the administrative use permit shall be no longer than twelve (12) months from the date of issuance.

Application for the administrative use permit shall be submitted to the Department of Planning and Building Services at least ninety (90) days prior to the first event of the calendar year.

(b) The administrative use permit, once issued, may be renewed on an annual basis as provided in Article 6.3 of Chapter 2 of this title. Application for renewal shall be submitted to the Department of Planning and Building Services at least sixty (60) days prior to the first event of the calendar year.

(c) The primary use of the parcel on which the limited commercial social event is located shall be commercial agricultural production. All uses proposed on Williamson Act contracted property must be compatible with the Williamson Act. The portion of the property used for the limited commercial social event shall be no more than ten (10%) percent of the total acreage or five (5) acres of land, whichever is less. The event must be designed to be compatible with on-site agricultural operations as well as any adjoining agricultural operations and single family residences, including appropriate setbacks, and parking. Areas seasonally used for agricultural production may be temporarily used for event activities (e.g., parking) provided that no permanent damage occurs to the resource and that there is no demonstrable loss of agricultural productivity.

(d) A facility compliance form shall be required to be submitted annually to the Department of Planning and Building Services to report on each year's event operation. The facility compliance form shall include a report on

the status of and compliance with all conditions of the administrative use permit issued for the limited commercial social event.

Sec. 9-2.4405. Administrative use permit standards for commercial social event, limited.

Application for an administrative use permit shall be made in writing by the owners of the property or by the proposed operator with the consent of the owners, on a form prescribed by the Planning Director and shall be submitted to the Department of Planning and Building Services.

County staff will forward application materials to the appropriate local and state agencies for review and will coordinate any responses received.

The following list may not be all inclusive.

(a) Access.

(1) Capacity of road providing access.

The event venue shall have access from a road/roads which has/have adequate capacity for existing traffic and traffic proposed by the Commercial social event, limited. Any and all road improvements (public and private) must be made only as allowed by the provisions of a recorded access easement.

(2) Onsite access to meet code requirements.

The event venue shall be located on a parcel that complies with the driveway and turnaround road standards specified in Sections 9-4.503 and 9-4.604(l) of this Code.

(3) Access from private road(s).

If primary access is not from a county maintained road or a State highway, the applicant or operator shall participate in any existing active road maintenance organization for all privately maintained access road(s). If no road maintenance organization exists, the applicant or operator shall record a road maintenance agreement which provides for maintenance of drainage and erosion control devices, fuel modification, and upkeep of road surfaces from at least the owner's property to the nearest county maintained road or State highway. The road maintenance agreement shall be in effect for the life of the project unless maintenance for the roadway is assumed by the County, a special district, other governmental entity, or a private road maintenance organization.

(4) Air quality/emissions of air pollutants.

The District rules of the Northern Sierra Air Quality Management District apply to the regulation of dust suppression measures created by the use of any access road(s) to serve the limited commercial social event venue. District Rule 205 prohibits the discharge of air contaminants or other materials from any source which cause injury, detriment, nuisance, or annoyance to any considerable number of persons, or to the public, or which endangers the comfort, repose, health, or safety of any such persons, or the public or which cause to have a natural tendency to cause injury or damage to business or property. Appropriate dust suppression measures to prevent dust emission and/or airborne transmission of fugitive dust from the roadway(s) serving the venue shall be utilized by the property owner and/or operator of the limited commercial social event.

(b) Fire Safety/Fire Prevention Plan.

A plan for fire safety and fire prevention, as well as for emergency response services, shall be approved by the appropriate structural fire protection agency. If the parcel proposed for use for the limited commercial social event is not located within the boundaries of a structural fire protection district, a contract obtained from the nearest district, which includes conditions of service, can be used to satisfy the requirement for the fire safety and fire prevention plan.

(c) *Parking.*

(1) The limited commercial social event venue, excluding parking areas, shall be located at least 200 feet from the boundary of the nearest parcel zoned Single-Family Residential (2-R, 3-R, 7-R), Multiple-Family Residential (M-R), Suburban (S-1), Secondary Suburban (S-3), or Rural (R-10 or R-20).

(2) The limited commercial social event parking areas shall be located at least 20 feet from the boundary of any parcel zoned Single-Family Residential (2-R, 3-R, 7-R), Multiple-Family Residential (M-R), Suburban (S-1), Secondary Suburban (S-3), or Rural (R-10, or R-20).

(3) All parking for the event shall be located on the site of the event. No parking shall be permitted within any County or State rights-of-way. At least one off-street parking space shall be provided for each two guests in attendance at the limited commercial social event. Parking areas shall be surfaced with gravel, asphalt or asphaltic concrete to reduce dust and be reasonably maintained free of vegetation. Alternatively, areas covered with grass or pasture may be used for parking provided the grass is trimmed to a height of no more than three inches or as needed to reduce risk of fire. Compacted dirt, decomposed granite, gravel or other permeable surface may be utilized only if the area is sufficiently treated with dust suppression measures to prevent dust emission and/or airborne transmission of fugitive dust from the site. The District Rules of the Northern Sierra Air Quality Management District shall apply to regulation of dust suppression measures for on-site event parking areas.

(d) *Traffic Management Plan.*

Prior to the issuance of the administrative use permit, a traffic management plan shall be submitted to and approved by the Department of Public Works for events exceeding one-hundred (100) guests that utilize County roads for direct access to the event site. The traffic management plan shall include appropriate techniques to provide safe ingress and egress from event facilities without resulting in substantial congestion of roadways, or otherwise cause traffic-related hazards. Such techniques may include, but may not be limited to:

(1) Temporary caution and directional signage;

(2) Clearly defined points of ingress/egress;

(3) Cones or other clear markers placed to help direct vehicle flow, define parking areas and driveways; and

(4) Flag persons to help direct vehicle flow and minimize congestion.

If any of the implementation techniques proposed in the Traffic Management Plan are to occur within State highway right-of-way, the Traffic Management Plan shall be submitted to and approved by the California Department of Transportation (CALTRANS) and an encroachment permit will be required for the traffic control measures. Any proposed traffic control devices and methods shall conform to CALTRANS standards.

(e) *Event Hours/Noise.*

(1) If a limited commercial social event venue is located within three-hundred (300) feet of a parcel zoned Single-Family Residential (2-R, 3-R, 7-R), Multiple-Family Residential (M-R), Suburban (S-1), Secondary Suburban (S-3), or Rural (R-10 or R-20), or of any personal residence located on adjacent property, the commercial social event shall occur between the hours of 10:00 a.m. and 10:00 p.m. excluding set up and clean up time.

(2) If a limited commercial social event venue is not located adjacent to a parcel zoned Single-Family Residential (2-R, 3-R, 7-R), Multiple-Family Residential (M-R), Suburban (S-1), Secondary Suburban (S-3), Rural (R-10 or R-20) or is located over 300 feet from a parcel zoned Single-Family Residential (2-R, 3-R, 7-R), Multiple-Family Residential (M-R), Suburban (S-1), Secondary Suburban (S-3), Rural (R-10 or R-20) or is held entirely within an enclosed building, the event hours are not restricted by the County.

(3) At no time during the event, shall the noise generated by the limited commercial social event exceed the outdoor Community Noise Exposure level of 70 L_{dn} or CNEL (dB) as measured at any property line.

(f) Water.

(1) Water system permit, required.

The event venue shall be permitted as a local small drinking water system or other County regulated water system in accordance with Title 6 Chapter 9 of Plumas County Code, unless otherwise approved by Environmental Health.

(2) Drinking water plan, required.

Prior to the issuance of the administrative use permit, a drinking water plan specifying the provision of potable water service at the limited commercial social event shall be submitted to Environmental Health for review and approval. The drinking water plan shall specify that at least one drinking fountain or equivalent arrangement for potable water shall be provided at no cost for guests numbering from 1 to 250.

(3) Water system, limitation on operation.

The applicant or operator shall certify that not more than 25 people daily for more than 60 days of the year are being served by the drinking water system. This certification shall be included in the annual facility compliance form described in Sec. 9-2. 4404(d).

(g) Wastewater

(1) Sewage disposal, required.

The limited commercial social event venue shall be provided with means for sewage disposal in accordance with Title 6 Chapter 6 of Plumas County Code.

(2) New or existing onsite wastewater treatment and disposal system (OWTS).

If new or existing onsite wastewater treatment and disposal system (OWTS) facilities are proposed, the applicant must demonstrate that they are designed, sited, and constructed to adequately and safely serve anticipated wastewater flows generated at the limited commercial social event venue.

(3) Temporary vaults or portable toilets

If temporary vaults or portable toilets are proposed, they must be serviced by a sanitation vendor who has a current Plumas County permit to operate issued by Environmental Health.

(h) Water Closets and Urinals.

At least one (1) water closet and one (1) urinal shall be provided for the first one-hundred (100) males or portion thereof in attendance at the limited commercial social event, two (2) water closets and two (2) urinals for 101-200 males, with three (3) water closets and three (3) urinals from 201 to 250 males. One water closet shall be provided for the first twenty-five (25) females or portion thereof in attendance, two (2) water closets for 26-50 females, three (3) water closets for 51-100, four (4) water closets from 101 to 200 females and six (6) water closets from 201 to 250 females.

(i) Signage.

On-site signage shall not exceed that necessary to identify the venue and to direct traffic and shall be removed immediately following each event. On-site signage shall be in accordance with Section 9-2.416 of this Code. An encroachment permit shall be obtained prior to placing any signage within a County road right-of-way. Temporary roadside signs for the event placed within any State highway right-of-way shall conform to the CA-MUTCD and may require an encroachment permit. Advertising within any State highway right-of-way is prohibited (California Streets and Highways Code Section 720). Off-site advertising of any kind is prohibited by Plumas County Code.

(j) Encroachment Permit for Access.

If access to the venue is off a County road or State highway right-of-way, an encroachment permit shall be obtained. Improvement of the proposed roadway connection to CALTRANS standards may be a condition of the State encroachment permit.

(k) Lighting.

Lighting shall not exceed that necessary to provide for the safety of guests attending the event. All lighting shall be low level, low intensity and directed downward toward the area to be illuminated to reduce light pollution, glare and spillage. Lighting shall be so installed as to focus away from adjoining properties as per Plumas County Code Section 9-2.411.

(l) Power Cords.

Temporary power cords shall not be affixed to structures, extended through walls, or subjected to environmental or physical damage. Cords shall be secured to prevent tripping hazards. Large diameter cords shall be provided with cord bridges or ramps to facilitate the crossing of wheel chairs, strollers and similar wheeled equipment.

(m) Temporary Stages or other event structures.

A building permit issued by the Building Department shall be secured prior to erecting a temporary stage or any other structures constructed on the property for the limited commercial social event. Evidence shall be provided to show that building permits have been obtained for these structures prior to approval of the annual administrative use permit. All requirements for accessibility shall be satisfied.

(n) Tent or Membrane Structure.

If a commercial social event utilizes a tent or membrane structure, the placement, construction, and use of that structure shall adhere to all applicable provisions of the California Building Standards Code as adopted by Title 8 of this Code, including the California Fire Code. All requirements for accessibility shall be satisfied.

(o) Refuse Waste and Recyclables.

Receptacles for refuse and recyclable materials shall be provided for each limited commercial social event. Bins or containers must be serviced in a manner and frequency that prevents odors, leakage, overflow, or flies. Recycling is encouraged but sorting, storage and removal from the premises must be timely to prevent flies, odors, or other nuisance conditions. All refuse and recyclables shall be collected the day following the event and shall be removed from the parcel within seven days following conclusion of the event in conformance with Title 6, Chapter 10 of this Code. Environmental Health, by special order, may require more frequent removal in specific circumstances threatening public health and safety.

(p) Food.

If food will be served to attendees of the event, it must come from a facility permitted by Environmental Health in accordance with the California Retail Food Code as adopted by reference in Section 6-3.02 of Plumas County Code.

(q) Alcoholic Beverages.

If alcoholic beverages will be served, all requirements of the Alcoholic Beverage Control Act shall be followed during the event.

Sec. 9-2.4406. Special use permit for commercial social event, required.

A special use permit per Article 6 of Chapter 2 of this title shall be obtained prior to holding any commercial social event on a parcel zoned AP (Agricultural Preserve) and GA (General Agriculture) that exceeds the number of events and/or days or is otherwise not in compliance with the standards for limited commercial social events contained in Sections 9-2.4404 and 9-2.4405 of this article.

Sec. 9-2.4407 Outdoor festival, exemption.

“Outdoor festival” shall mean and include any outdoor gathering that is for the primary purpose of attending or participating in or observing a musical or theatrical performance to which the public is admitted, with or without the payment of admission charges. Outdoor festivals are regulated as per Title 5, Chapter 6 of this Code and are exempt from the provisions of this article.

Sec. 9-2.4408. Agricultural preserve (AP) zoned parcels subject to Williamson Act contracts.

Notwithstanding Section 9-2.4404(c) of this article, if an agriculturally zoned parcel is found to be subject to a Land Conservation Act Contract (Williamson Act) for which an administrative use permit or special use permit is obtained for the purpose of commercial social events, then a consultation with the County Assessor is required to determine if a tax re-assessment will be required. The applicant shall provide an annual report to the Assessor addressing compatibility with the Land Conservation Act (Williamson Act). All uses proposed on Williamson Act contracted property must be compatible with the Williamson Act. Any activity(ies) conducted on a property under Contract other than agricultural uses, or miscellaneous compatible uses as determined by the Board of Supervisors, may also result in penalties including, but not limited to, non-renewal of the Contract.

3D.1.

ORDINANCE NO. 20 - ____

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING SECTIONS 3-1.27 OF THE PLUMAS COUNTY CODE RELATING TO
PUBLICATION OF NOTICE INVITING FORMAL BIDS.**

The Board of Supervisors of the County of Plumas, State of California, ordains as follows:

SECTION 1. Section 3-1.27 of the Plumas County Code is hereby amended in its entirety to read as follows:

Sec. 3-1.27. - Formal bidding procedure.

(a) Plans, specifications, and working details for all public projects involving formal bidding procedure shall be adopted by the Board as provided by Public Contract Code section 20124.

(b) Notices inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly state the project to be done and the place where the plans, specifications, and working details for the project may be examined.

(c) As provided by Public Contract Code section 20125, notices inviting formal bids shall be published at least twice, not less than five (5) days apart, in a newspaper of general circulation published in Plumas County, with the first publication at least ten (10) days before the opening of the bids. If there is no such newspaper published in Plumas County, the notice shall be given by posting in three (3) public places for at least two weeks.

SECTION 2. Effective and Operative Dates; Publication; Codification.

This ordinance shall become effective thirty (30) days after its date of final adoption. There is no newspaper of general circulation published in Plumas County. Accordingly, the clerk of the board of supervisors shall post this ordinance in a prominent location at the board of supervisors' chambers within 15-days after its adoption and it shall remain posted thereafter for at least one (1) week. In addition, the clerk of the board of supervisors shall post a copy of the full text of the ordinance and the names of those supervisors voting for and against the ordinance on the county's Internet Web site. A certificate of the clerk of the board of supervisors shall be entered in the minutes of the board that the ordinance has been duly posted. Sections 1 and 2 of this ordinance shall be codified; the remainder shall be uncoded.

Introduced at a regular meeting of the Board of Supervisors on the 19th day of May, 2020, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 2nd day of June, 2020, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

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" or "DSS"), and Plumas Rural Services (PRS), a California Corporation (hereinafter referred to as "Contractor" or "PRS").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit "A," attached hereto. This Agreement supersedes any and all prior agreements between the parties relating to, and substantially similar to, the services described in Exhibit "A."
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Thousand Five Hundred Dollars (\$1,500.00).
3. Term. This agreement commenced on October 1, 2019, and continued until January 31, 2020. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PRS from October 1, 2019, through January 31, 2020, as set forth in Exhibit "A".
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. Sufficient funds have been appropriated in the current fiscal year and for the term of this Agreement to make the payments called for by this Agreement. If funding is reduced or deleted for the purposes of this program, 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 with no further liability incurring to the County. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law, 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, and employees (collectively, for the purpose of this section 9, the "County Insureds") 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 Insureds, and any insurance or self-insurance maintained by the County Insureds, 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 Insureds 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. The parties are aware that the Director of DSS is the spouse of an employee of PRS, and, as a result, the Director of DSS has a potential conflict and is entirely recused from any role in the award or performance of this Agreement. Contractor represents that it is unaware of any other 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 Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Debbie Wingate

With a copy to:

Gabriel Hydrick, County Administrator
520 Main Street, Room 307
Quincy, CA 95971

Contractor:

Plumas Rural Services
586 Jackson Street
Quincy, CA 95971
Attention: Michele Piller, Executive Director

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

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

CONTRACTOR:

Plumas Rural Services a
California Corporation

By: _____
Name: MICHELE PILLER
Title: Executive Director

Date: _____

By: _____
Name: DEBBIE SHIRK
Title: FISCAL OFFICER
Date signed: _____

COUNTY:

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

By: _____
Name: KEVIN GOSS
Title: BOARD OF SUPERVISORS
CHAIR

Date: _____

Attest:
By: _____
NANCY DAFORNO

Date: _____

APPROVED AS TO FORM:

R. Craig Settlemyre
County Counsel

EXHIBIT A**CWS Psychological Evaluations****SCOPE OF WORK**

During the period of October 1, 2019 through January 31, 2020, Plumas Rural Services staff member Adrienne Bliss-Williams, PsyD, completed one (1) Psychological Evaluation, as described below. The Psychological Evaluation was submitted to Child Welfare Services on 01/31/2020. Each Psychological Evaluation is \$1,500.00. The total payable under this interim agreement is \$1,500.00.

1. Contractor shall provide to County psychological evaluations, written reports, and expert witness testimony, for designated adults or children, which might 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 observations and/or testing within 30 days of the evaluation to Plumas County Department of Social Services, Child Protective Services Division.

EXHIBIT B

CWS Psychological Evaluations

FEE SCHEDULE

The County will pay Contractor \$1,500.00 for one psychological evaluation completed during the period of this contract. Payment will be made fifteen (15) days after the signed contract is provided to the County.

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" or "DSS"), and Plumas Rural Services (PRS), a California Corporation (hereinafter referred to as "Contractor" or "PRS").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit "A," attached hereto. This Agreement supersedes any and all prior agreements between the parties relating to, and substantially similar to, the services described in Exhibit "A."
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 Six Thousand Three Hundred and Fifteen Dollars and Seventy Six Cents (\$6,315.76).
3. Term. This agreement commenced on October 1, 2019, and continued until December 5, 2019. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PRS from October 1, 2019 through December 5, 2019, as set forth in Exhibit "A".
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. Sufficient funds have been appropriated in the current fiscal year and for the term of this Agreement to make the payments called for by this Agreement. If funding is reduced or deleted for the purposes of this program, 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 with no further liability incurring to the County. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law, 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.
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 - i. Each policy shall be endorsed to name the County, its officers, officials, and employees (collectively, for the purpose of this section 9, the "County Insureds") 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 Insureds, and any insurance or self-insurance maintained by the County Insureds, 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 Insureds 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.

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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.

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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.

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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. The parties are aware that the Director of DSS is the spouse of an employee of PRS, and, as a result, the Director of DSS has a potential conflict and is entirely recused from any role in the award or performance of this Agreement. Contractor represents that it is unaware of any other 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 Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Debbie Wingate

With a copy to:

Gabriel Hydrick, County Administrator
520 Main Street, Room 307
Quincy, CA 95971

Contractor:

Plumas Rural Services
586 Jackson Street
Quincy, CA 95971
Attention: Michele Piller, Executive Director

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

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

CONTRACTOR:

Plumas Rural Services a
California Corporation

COUNTY:

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

By: _____
Name: MICHELE PILLER
Title: Executive Director

By: _____
Name: KEVIN GOSS
Title: BOARD OF SUPERVISORS
CHAIR

Date: _____

Date: _____

By: _____
Name: DEBBIE SHIRK
Title: FISCAL OFFICER
Date signed: _____

Attest:
By: _____
NANCY DAFORNO

Date: _____

APPROVED AS TO FORM:

R. Craig Settlemyre
County Counsel

EXHIBIT A
Life Skills Classes

SCOPE OF WORK

During the period of October 1, 2019 through December 5, 2019, staff offered eight Life Skills Classes in Quincy on the following dates: 10/3/19, 10/10/19, 10/17/19, 10/31/19, 11/7/19, 11/14/19, 11/21/19 and 12/5/19. Each class involves one hour of prep, thirty minutes classroom set-up, 2 hours of delivery and 30 minutes of follow-up and notes for participants. The cost per class is \$789.47.

The total payable under this interim agreement is \$6,315.76.

Services provided pursuant to this agreement were provided in accordance with the below description of services:

To the extent of available funding provided in Paragraph 2 and Exhibit B, Plumas Rural Services (PRS) will offer a Life Skills course for parents, consisting of a 2-hour weekly class over 19 weeks. PRS will provide this course in Quincy twice during the fiscal year. The courses will address a diverse array of life skills necessary for parents to be able to successfully raise their children in a safe, stable environment that fosters physical and emotional health and development.

The schedule of classes will introduce the major topic for the week, discuss the major points to remember and how to mitigate common pitfalls. There will be both class-based exercises for the group of parents to gain experience with the topic as well as homework for parents to practice during the week on their own. Classes will be offered as follows.

Data and evaluation materials from the first round of classes will be compiled and reviewed by the Life Skills Coordinator, Chief Operating Officer, and Program Resource Developer, in order to identify areas where the program needs to make improvements, as well as areas of success. Other staff, as relevant and appropriate, may participate in this process for quality improvement.

The second course of classes will be delivered over the next five months (February – June 2020), implementing any changes as identified during the mid-year evaluation process. Reporting will be completed according to the timeline established by the Department of Social Services.

Outcomes and indicators for the Life Skills classes include:

Outcome 1: Parents will improve their ability to manage functional daily life activities and responsibly navigate within their world.

Indicator 1a: Increase in parent knowledge and/or skills in the General Life Skills, Schedule & Time Management, Money Management and Employment Course Topics.

Outcome 2: **Parents will improve their ability to properly care for themselves and their child(ren).**

Indicator 2a: Increase in parent knowledge and/or skills in the Protective Family Factors, Food & Nutrition, and Household Management Course Topics.

EXHIBIT B

Life Skills Classes

FEE SCHEDULE

The County will pay Contractor \$6,315.76 for services provided pursuant to this contract. Payment will be made fifteen (15) days after the signed contract is provided to the County.

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" or "DSS"), and Plumas Rural Services (PRS), a California Corporation (hereinafter referred to as "Contractor" or "PRS")

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit "A," attached hereto. This Agreement supersedes any and all prior agreements between the parties relating to, and substantially similar to, the services described in Exhibit "A."
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Thousand One Hundred Ninety Four Dollars and Forty Five Cents (\$1,194.45).
3. **Term.** This agreement commenced on October 1, 2019, and continued until October 30, 2019. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PRS from October 1, 2019 through October 30, 2019, as set forth in Exhibit "A".
4. **Termination.** Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** Sufficient funds have been appropriated in the current fiscal year and for the term of this Agreement to make the payments called for by this Agreement. If funding is reduced or deleted for the purposes of this program, 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 with no further liability incurring to the County. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law, 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, and employees (collectively, for the purpose of this section 9, the "County Insureds") 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
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- v. Contractor's policy shall be primary insurance as respects the County Insureds, and any insurance or self-insurance maintained by the County Insureds, 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 Insureds 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. The parties are aware that the Director of DSS is the spouse of an employee of PRS, and, as a result, the Director of DSS has a potential conflict and is entirely recused from any role in the award or performance of this Agreement. Contractor represents that it is unaware of any other 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 Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Debbie Wingate

With a copy to:

Gabriel Hydrick, County Administrator
520 Main Street, Room 307
Quincy, CA 95971

Contractor:

Plumas Rural Services
586 Jackson Street
Quincy, CA 95971
Attention: Michele Piller, Executive Director

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

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

CONTRACTOR:

Plumas Rural Services a
California Corporation

By: _____
Name: MICHELE PILLER
Title: Executive Director

Date: _____

By: _____
Name: DEBBIE SHIRK
Title: FISCAL OFFICER
Date signed: _____

COUNTY:

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

By: _____
Name: KEVIN GOSS
Title: BOARD OF SUPERVISORS
CHAIR

Date: _____

Attest:

By: _____
NANCY DAFORNO

Date: _____

APPROVED AS TO FORM:

R. Craig Settlemyre
County Counsel

EXHIBIT A
Nurturing Parenting Classes

SCOPE OF WORK

During the period of October 1, 2019 through October 30, 2019, staff provided five Mindful Nurturing Parenting Classes in Quincy on the following dates: 10/2/19, 10/9/19, 10/16/19, 10/23/19 and 10/30/19. Each class involves one hour of prep, thirty minutes classroom set-up, 2 hours of delivery and 30 minutes of follow-up and notes for participants. Each class is invoiced at the rate of \$238.89. The total for this series is \$1,194.45.

Total payable for this interim contract is \$1,194.45.

The services provided under this contract were consistent with the description below:

Subject to the funding limitations provided in Paragraphs 2 and Exhibit B, PRS will provide the Nurturing Parenting 8-week parent education classes countywide to promote development of positive parenting skills.

To these ends, PRS will implement the following activities:

- Using the Nurturing Parenting evidence-based curriculum, provide 8-week parenting classes 9 times per year (2 each in Chester, Greenville, Portola and 3 in Quincy). This equals 72 individual class sessions.
- Host community professionals at parenting classes to provide caregivers with information related to critical skills and community resources
- Pre & post tests included with the curriculum will be used to evaluate the program.
- A post-workshop survey will be administered to attendees in order to evaluate the success of the workshop instruction.
- Enroll members from Plumas County families with children under the age of 18 in Nurturing Parenting Classes.
- Survey caregiver members annually to gauge their awareness of child care and other support services available, their utilization of services, and whether Nurturing Parenting Classes participation has helped them strengthen the 5 Protective Factors.

Deliverables:

Quarterly data will include:

- # of caregivers who attend 8-week parenting classes
- % of caregivers who feel parenting classes have helped to strengthen their support network
- % of caregivers who feel parenting classes have helped to reduce stressors in the home
- # of Nurturing Parenting Classes members receiving support services

- # of hours exchanged by Nurturing Parenting Classes members providing and/or receiving family support services
- % of caregivers who feel Nurturing Parenting Classes helps to reduce stressors in the home
- % of caregivers who feel Nurturing Parenting Classes has helped to strengthen their support network
- Annual Presentation to Plumas Children's Council
- Additional information, if required by the Office of Child Abuse Prevention

EXHIBIT B

Nurturing Parenting Classes

FEE SCHEDULE

The County will pay Contractor \$1,194.45 for services provided under this contract. Payment will be made fifteen (15) days after the signed contract is provided to the County.

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" or "DSS"), and Plumas Rural Services (PRS), a California Corporation (hereinafter referred to as "Contractor" or "PRS").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit "A," attached hereto. This Agreement supersedes any and all prior agreements between the parties relating to, and substantially similar to, the services described in Exhibit "A."
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 Four Hundred Fifty Seven Dollars and Twenty Cents (\$457.20).
3. **Term.** This agreement commenced on October 1, 2019, and continued until October 31, 2019. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PRS from October 1, 2019, through October 31, 2019, as set forth in Exhibit "A".
4. **Termination.** Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** Sufficient funds have been appropriated in the current fiscal year and for the term of this Agreement to make the payments called for by this Agreement. If funding is reduced or deleted for the purposes of this program, 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 with no further liability incurring to the County. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. **Indemnification.** To the furthest extent permitted by law, 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, and employees (collectively, for the purpose of this section 9, the "County Insureds") 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 Insureds, and any insurance or self-insurance maintained by the County Insureds, 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 Insureds 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. The parties are aware that the Director of DSS is the spouse of an employee of PRS, and, as a result, the Director of DSS has a potential conflict and is entirely recused from any role in the award or performance of this Agreement. Contractor represents that it is unaware of any other 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 Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Debbie Wingate

With a copy to:

Gabriel Hydrick, County Administrator
520 Main Street, Room 307
Quincy, CA 95971

Contractor:

Plumas Rural Services
586 Jackson Street
Quincy, CA 95971
Attention: Michele Piller, Executive Director

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

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

CONTRACTOR:

Plumas Rural Services a
California Corporation

COUNTY:

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

By: _____
Name: MICHELE PILLER
Title: Executive Director

By: _____
Name: KEVIN GOSS
Title: BOARD OF SUPERVISORS
CHAIR

Date: _____

Date: _____

By: _____
Name: DEBBIE SHIRK
Title: FISCAL OFFICER
Date signed: _____

Attest:
By: _____
NANCY DAFORNO

Date: _____

APPROVED AS TO FORM:

R. Craig Settemire
County Counsel

EXHIBIT A
Nurturing Parenting In-Home Classes

SCOPE OF WORK

During the period of October 1, 2019 through October 31, 2019, Nurturing Parenting Critical Support provided six visits serving one parent. One parent continued services and visits were scheduled/conducted the following days 10/1/19, 10/3/19, 10/7/19, 10/10/19, 10/15/19 and 10/24/19. Each home visit typically entails 30 minutes of scheduling, 1 hour for the visit, 30 minutes to complete case notes. Location of visits: two visits in Indian Valley (no travel required, staff live in Indian Valley), four visits in Quincy.

Cost explanation:

Wages & benefits as described in budget of void contract #DSS 19-20-026 total \$36,863.42/year for 1196 staff hours resulting in an hourly rate of \$30.82/hour.

Direct operating expenses for staff including rent, utilities, phone, supplies, audit (required of all contracts) and insurance (required of all contracts) total \$4567.24. Total direct operating expense divided by staff hours of 1196 results in an hourly rate of \$3.82/hour.

$\$30.82 + \$3.82 = \$34.64/\text{hour}$. Applying a 10% administration rate (administration includes all functions of accounts payable, accounts receivable, human resources, contract supervision and support, technology support) equal \$3.46/hour. Total rate of $\$34.64 + \$3.46 = \$38.10/\text{hour}$.

See chart below to reflect cost per area:

Number of Visits	Home Visit Area	Prep Time, Delivery Time & Note Time	Home Visit Cost
2	Greenville	4 hours	\$ 152.40
4	Quincy	8 hours	\$ 304.80

Total due for this settlement agreement: \$457.20

The services provided under this contract were consistent with the description below:

Parents in Plumas County, including those mandated through Child Welfare Services to attend parenting classes, can participate in a 8-week Nurturing Parenting course through Plumas Rural Services using the evidence-based Nurturing Healthy Families curriculum. The scope of work for this proposed effort includes a complementary follow-up piece specifically for mandated parents to receive additional short-term, intensive services to build their positive parenting skills.

All parents participating in the Nurturing Parenting classes take a pre- and post-survey to gather data on the program's efficacy and where improvements can be made. Mandated parents will indicate on their post-survey whether they have an interest in meeting with PRS' Family Educator. Child Welfare Services may also refer parents to the Family Educator for whom in-home critical support would be beneficial. PRS' Family Educator contacts self-referred and CWS-referred parents to review their needs and develop a prioritized plan for in-home support and additional appropriate resources. A wide variety of curriculum is used, including Nurturing Healthy Families, Art Therapy for Trauma, as well as others, depending upon need. PRS' Clinical Manager will provide clinical case consultation as necessary and support for the Family Educator in developing and implementing family plans. The timeline for services depends upon individual family need and involvement.

Beyond those parents mandated to attend parenting classes, PRS will provide the intense, one-on-one parenting assistance for families identified and referred by the Child Welfare Services. These families can receive services for a period of time identified by the Child Welfare Services case worker. While the term of service will depend upon the family, their specific situation, and their case plan, all parties would understand from the beginning that this is not a long-term support situation.

PRS will provide quarterly and annual reports to include number of families served, number of parents/caregivers served, number of children served, number of home visits provided, and number of referred families unserved with the reason.

EXHIBIT B

Nurturing Parenting In-Home Classes

FEE SCHEDULE

The County will pay Contractor \$457.20 for services provided pursuant to this contract. Payment will be made fifteen (15) days after the signed contract is provided to the County.

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" or "DSS"), and Plumas Rural Services (PRS), a California Corporation (hereinafter referred to as "Contractor" or "PRS").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit "A," attached hereto. This Agreement supersedes any and all prior agreements between the parties relating to, and substantially similar to, the services described in Exhibit "A."
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 Two Thousand Two Hundred Seventy Dollars and No Cents (\$2,270.00).
3. **Term.** This agreement commenced on October 1, 2019, and continued until December 17, 2019. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PRS from October 1, 2019, through December 17, 2019, as set forth in Exhibit "A".
4. **Termination.** Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** Sufficient funds have been appropriated in the current fiscal year and for the term of this Agreement to make the payments called for by this Agreement. If funding is reduced or deleted for the purposes of this program, 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 with no further liability incurring to the County. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. **Indemnification.** To the furthest extent permitted by law, 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, and employees (collectively, for the purpose of this section 9, the "County Insureds") 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 Insureds, and any insurance or self-insurance maintained by the County Insureds, 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 Insureds 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.
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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. The parties are aware that the Director of DSS is the spouse of an employee of PRS, and, as a result, the Director of DSS has a potential conflict and is entirely recused from any role in the award or performance of this Agreement. Contractor represents that it is unaware of any other 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 Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Debbie Wingate

With a copy to:

Gabriel Hydrick, County Administrator
520 Main Street, Room 307
Quincy, CA 95971

Contractor:

Plumas Rural Services
586 Jackson Street
Quincy, CA 95971
Attention: Michele Piller, Executive Director

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

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

CONTRACTOR:

Plumas Rural Services a
California Corporation

By: _____
Name: MICHELE PILLER
Title: Executive Director

Date: _____

By: _____
Name: DEBBIE SHIRK
Title: FISCAL OFFICER
Date signed: _____

COUNTY:

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

By: _____
Name: KEVIN GOSS
Title: BOARD OF SUPERVISORS
CHAIR

Date: _____

Attest:

By: _____
NANCY DAFORNO

Date: _____

APPROVED AS TO FORM:

R. Craig Settlemyre
County Counsel

EXHIBIT A
CWS Therapy

SCOPE OF WORK

The total payable under this interim agreement is \$2,270.00.

During the period of October 1, 2019 through December 17, 2019 staff provided 15 individual therapy sessions. During October 1, 2019 through December 17, 2019 two CWS clients did not show for their scheduled therapy appointments. Details regarding the number of clients served, who they were served by, intakes, assessments, therapy and costs are detailed in the table below:

Date of Service	Provider	Service Type	Length of Service	Cost
10/1/2019	Jenna Artaz	1:1 Therapy	1.25 hrs	\$137.50
10/2/2019	Breanna Black	1:1 Therapy	1.25 hrs	\$81.25
10/8/2019	Jenna Artaz	No Show	--	\$65.00
10/8/2019	Jenna Artaz	1:1 Therapy	1.25 hrs	\$137.50
10/15/2019	Jenna Artaz	1:1 Therapy	1.25 hrs	\$137.50
10/15/2019	Jenna Artaz	1:1 Therapy	1.5 hrs	\$165.00
10/15/2019	Breanna Black	1:1 Therapy	1.25 hrs	\$81.25
10/21/2019	Jenna Artaz	1:1 Therapy	1.25 hrs	\$137.50
10/21/2019	Jenna Artaz	1:1 Therapy	1.25 hrs	\$137.50
10/22/2019	Jenna Artaz	1:1 Therapy	1.25 hrs	\$137.50
10/22/2019	Jenna Artaz	1:1 Therapy	1.25 hrs	\$137.50
10/23/2019	Breanna Black	1:1 Therapy	1.25 hrs	\$81.25
10/29/2019	Jenna Artaz	1:1 Therapy	1.25 hrs	\$137.50
10/29/2019	Jenna Artaz	1:1 Therapy	1.25 hrs	\$137.50
10/30/2019	Breanna Black	1:1 Therapy	1.25 hrs	\$81.25
Total for October				\$1,792.50

Date of Service	Provider	Service Type	Length of Service	Cost
11/12/2019	Jenna Artaz	1:1 Therapy	1.25 hrs	\$137.50
11/15/2019	Jenna Artaz	No Show	--	\$65.00

Total for November

\$202.50

Date of Service	Provider	Service Type	Length of Service	Cost
-----------------	----------	--------------	-------------------	------

12/10/2019	Jenna Artaz	1:1 Therapy	1.25 hrs	\$137.50
12/17/2019	Jenna Artaz	1:1 Therapy	1.25 hrs	\$137.50
Total for December				\$275.00

Parents in Plumas County who are involved with Child Welfare Services (CWS) and Plumas County Probation can receive therapeutic services as needed to support their case plans and goals. The scope of work for this effort includes intake and assessments with CWS parents and intensive weekly therapy sessions as well as intake and assessments with Probation parents and/or children and intensive weekly therapy.

Plumas Rural Services (PRS) will receive referrals for therapeutic services from CWS and Probation. PRS will follow-up with the referred clients to set up an intake and assessment sessions. During the intake and assessment sessions, PRS' staff will identify treatment goals and a therapy schedule.

PRS will provide quarterly reporting to CWS related to this scope of work. Deliverables will include the number of clients engaged in therapy during the reporting period, the total number of therapy sessions held, number of entries to/exits from therapy, and number of clients unserved with reason(s). PRS will work with CWS to develop any additional reporting requirements, as necessary.

EXHIBIT B

CWS Therapy

FEE SCHEDULE

The County will pay Contractor \$2,270.00 for the services provided pursuant to this contract. Payment will be made fifteen (15) days after the signed contract is provided to the County.

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" or "DSS"), and Plumas Rural Services (PRS), a California Corporation (hereinafter referred to as "Contractor" or "PRS")

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit "A," attached hereto. This Agreement supersedes any and all prior agreements between the parties relating to, and substantially similar to, the services described in Exhibit "A."
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Ten Dollars and No Cents (\$110.00).
3. **Term.** This agreement commenced on October 1, 2019, and continued until October 31, 2019. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PRS from October 1, 2019, through October 31, 2019, as set forth in Exhibit "A".
4. **Termination.** Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** Sufficient funds have been appropriated in the current fiscal year and for the term of this Agreement to make the payments called for by this Agreement. If funding is reduced or deleted for the purposes of this program, 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 with no further liability incurring to the County. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law, 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, and employees (collectively, for the purpose of this section 9, the "County Insureds") 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 Insureds, and any insurance or self-insurance maintained by the County Insureds, 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 Insureds 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. The parties are aware that the Director of DSS is the spouse of an employee of PRS, and, as a result, the Director of DSS has a potential conflict and is entirely recused from any role in the award or performance of this Agreement. Contractor represents that it is unaware of any other 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 Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Debbie Wingate

With a copy to:

Gabriel Hydrick, County Administrator
520 Main Street, Room 307
Quincy, CA 95971

Contractor:

Plumas Rural Services
586 Jackson Street
Quincy, CA 95971
Attention: Michele Piller, Executive Director

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

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

CONTRACTOR:

Plumas Rural Services a
California Corporation

COUNTY:

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

By: _____
Name: MICHELE PILLER
Title: Executive Director

By: _____
Name: KEVIN GOSS
Title: BOARD OF SUPERVISORS
CHAIR

Date: _____

Date: _____

By: _____
Name: DEBBIE SHIRK
Title: FISCAL OFFICER
Date signed: _____

Attest:

By: _____
NANCY DAFORNO

Date: _____

APPROVED AS TO FORM:

R. Craig Settlemyre
County Counsel

EXHIBIT A
CalWORKS TANF

SCOPE OF WORK

During the period of October 1, 2019 through October 31, 2019, Plumas Rural Services provided one Screening Assessment. The screen assessment, scheduled on 10/1/19 and provided by Jenna Artaz, LMFT invoiced at \$110/hour. Total payable under this settlement agreement is \$110.

The total payable under this interim agreement is \$110.00.

The services provided under this contract were consistent with the description below:

PRS will:

1. Provide assessment, interventive and case management services to CalWORKs & TANF program participants in need of these services to obtain or retain employment.
2. Participate in periodic team meetings as necessary to discuss program operations or client status.
3. Provide, on request, an assessment screening document to PCDSS for parents referred to this program.

PCDSS will:

1. Refer appropriate parents to the project.

Participate in periodic team meetings as needed to discuss program operations or client status.

EXHIBIT B

CalWORKS TANF

FEE SCHEDULE

The County will pay Contractor \$110.00 for one assessment completed under this contract. Payment will be made fifteen (15) days after the signed contract is provided to the County.

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" or "DSS"), and Plumas Rural Services (PRS), a California Corporation (hereinafter referred to as "Contractor" or "PRS").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit "A," attached hereto. This Agreement supersedes any and all prior agreements between the parties relating to, and substantially similar to, the services described in Exhibit "A."
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 Six Thousand Six Hundred Seventy Nine Dollars and Fifty One Cents (\$6,679.51).
3. **Term.** This agreement commenced on October 1, 2019, and continued until January 31, 2020. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PRS from October 1, 2019, through November 30, 2019, as set forth in Exhibit "A".
4. **Termination.** Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** Sufficient funds have been appropriated in the current fiscal year and for the term of this Agreement to make the payments called for by this Agreement. If funding is reduced or deleted for the purposes of this program, 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 with no further liability incurring to the County. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law, 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, and employees (collectively, for the purpose of this section 9, the "County Insureds") 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 Insureds, and any insurance or self-insurance maintained by the County Insureds, 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 Insureds 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.

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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.

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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.
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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. The parties are aware that the Director of DSS is the spouse of an employee of PRS, and, as a result, the Director of DSS has a potential conflict and is entirely recused from any role in the award or performance of this Agreement. Contractor represents that it is unaware of any other 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 Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Debbie Wingate

With a copy to:

Gabriel Hydrick, County Administrator
520 Main Street, Room 307
Quincy, CA 95971

Contractor:

Plumas Rural Services
586 Jackson Street
Quincy, CA 95971
Attention: Michele Piller, Executive Director

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

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

CONTRACTOR:

Plumas Rural Services a
California Corporation

COUNTY:

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

By: _____
Name: MICHELE PILLER
Title: Executive Director

By: _____
Name: KEVIN GOSS
Title: BOARD OF SUPERVISORS
CHAIR

Date: _____

Date: _____

By: _____
Name: DEBBIE SHIRK
Title: FISCAL OFFICER
Date signed: _____

Attest:
By: _____
NANCY DAFORNO

Date: _____

APPROVED AS TO FORM:

R. Craig Settlemyre
County Counsel

EXHIBIT A
CalWORKS Stage I Childcare

SCOPE OF WORK

The total payable under this interim agreement is \$6,679.51.

During the period October 1, 2019 through November 30, 2019, Plumas Rural Services provided CalWORKS Stage I Childcare services in accordance with the responsibilities listed below.

During the month of October 2019, Plumas Rural Services paid \$2,243.41 in direct provider payments. Staff provided fifty hours of direct service time which includes three hours for CalWORKS orientations, two hours for the CARES meeting, thirty minutes for data input, thirty minutes for attendance form calculations, thirty minutes to complete the CW115 and CW115A reports, twenty-three hours and thirty minutes of family and file updates and twenty hours assisting individuals seeking to become licensed child care providers. Total avg cost per hour for staff is \$49.29.

During the month of November 2019, Plumas Rural Services' staff provided forty hours of direct service time which includes three hours for CalWORKS orientations, two hours for the CARES meeting, thirty minutes for data input, thirty minutes for attendance form calculations, eighteen hours of family and file updates and sixteen hours assisting individuals seeking to become licensed child care providers. Total avg cost per hour for staff is \$49.29.

October 2019

Provider Payments \$2,243.41

Staff Time 50 hrs X \$49.29/hour = \$2,464.50

November 2019

Staff Time 40 hrs X \$49.29/hour = \$1,971.60

Total payable under this interim contract is \$6,679.51.

Last day of service November 30, 2019.

PRS will be responsible for the following:

1. Provide information to CalWORKs clients regarding subsidized childcare options and place all Stage I CalWORKs clients on the Stage II and Stage III eligibility lists, as well as support parents to access other subsidized childcare programs.
2. Process reimbursements to childcare providers using vouchers as source documents, making payments to childcare providers in a timely manner for the expense of authorized childcare, with rates that are within 1.5 Standard Deviations of the Mean Market Rate for Plumas County.

3. Provide childcare referrals to local childcare providers for those participants who require assistance in obtaining childcare.
4. Provide CalWORKs participant information regarding what to look for in quality childcare and any required consumer education materials developed by the state.
5. Maintain a log of complaints received from parents.
6. Submit invoices to PCDSS for childcare support services and administrative costs and childcare provider reimbursement by the 20th of each month for expenses incurred in the previous month.
7. Provide data reports as requested by PCDSS and as required by AB 1542.
8. Coordinate the transfer of clients between CalWORKs Stages I, II and III childcare funds and subsidized funding in the larger community so as to support continuity of services to eligible children.
9. Inform childcare providers of training opportunities to enhance their skills.
10. Inform parents and childcare providers of policies regarding circumstances under which providers will not be eligible to receive payment.
11. Submit to PCDSS an annual independent financial audit, which includes the funds payable under this Agreement.

Attachment II: PCDSS Responsibilities

PCDSS will be responsible for the following:

1. Refer CalWORKs participants to PRS in a timely manner for assistance with their childcare services needs.
2. Provide necessary CalWORKs participant information to PRS to enable PRS to develop individual childcare agreements for such participants.
3. Determine the amount of and collect overpayments from participants
4. Reimburse PRS for childcare support service and administrative costs and childcare payments by the 15th of the month following the receipt of invoice, provided that PRS submits that invoice for reimbursement of childcare payment and cost of services incurred in the previous month associated with this Agreement.
5. Regularly provide to PRS a status report detailing clients who are eligible for Stage II or III childcare and documentation of any participant changes in CalWORKs eligibility.
6. Obtain a signed release of information from the CalWORKs participant so that information can be shared with PRS as it pertains to their childcare needs.

EXHIBIT B

CalWORKS Stage I Childcare

FEE SCHEDULE

The County will pay Contractor \$6,679.51 for services provided under this contract. Payment will be made fifteen (15) days after the signed contract is provided to the County.

Plumas County Department of Information Technology



County Courthouse, 520 Main Street, Room 211
Quincy, California 95971
Phone: (530) 283-6335

David M. Preston
Information Systems Manager

May 6, 2020

Plumas County Board of Supervisors
520 Main Street, Room 311
Quincy, CA 95971

Honorable Board Members:

Please accept this letter as official notification of my retirement from the position of Information Systems Manager. My retirement will start on July 01, 2020 with my last day of employment being June 30, 2020.

I have seen an unimaginable number of changes in the past 39 years but one thing that has never changed is the pride I have felt as a Plumas County employee. If there is anything I can do to assist the County in any way going forward please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, which appears to read 'David M. Preston', is written over a horizontal line.

David M. Preston

5

(Print or Type)

COUNTY OF PLUMAS

(Attach pages if needed)

APPEAL TO BOARD OF SUPERVISORS

(Per Article 10 of Title 9 of the Plumas County Code)

Any of the following may file an appeal with the Board of Supervisors requesting review of any final action taken by the Planning Director, Zoning Administrator, or Planning Commission:

- (a) The applicant;
- (b) Any owner of real property within 300 feet of the exterior boundaries of the property involved who was present at the original hearing or who presented written testimony before the Zoning Administrator or the Planning Commission, or who may be adversely affected by the decision of the Planning Director;
- (c) Such other person whom the Board determines to have been adversely affected by the decision; or
- (d) Any County department head whose department has an interest in the decision.

Such appeal shall be filed with the Clerk of the Board of Supervisors within **ten (10) calendar days** from the date of the decision, except for recommendations on general plan amendments which by State law are subject to a **five (5) calendar day** appeal period. Filing shall include all information requested herein and shall be accompanied by the appropriate filing fee. The statements (required below) must contain sufficient explanation of the reasons for and matters being appealed in order to facilitate the Board of Supervisors initial determination as to the propriety and merit of the appeal. Any appeal which fails to provide an adequate statement may be summarily denied. The filing of such an appeal within the above stated time limit shall stay the effective date of the action until the Board of Supervisors has acted upon the appeal.

I. APPEAL:

I/We, the undersigned, hereby appeal the decision/recommendation of the

_____ Planning Commission, _____ Zoning Administrator,
X _____ Planning Director, regarding:

John Fisher

JOHN FISHER

Name of Application

Planning File No.

21 April 2020
Date of Decision

List all Planning Agency Action(s) Taken That Are Being Appealed:

II. STATEMENT OF THE REASONS FOR THE APPEAL:

Such reasons shall be based upon the evidence presented to the Zoning Administrator or Planning Commission at the original hearing, or upon evidence presented to the Planning Director at the time of his/her decision, or shall be based on evidence of adverse effects on the appellant, if not the applicant, of the decision of the Planning Director. The failure of the appellant to present such reasons shall be deemed cause for the denial of the appeal.

III. STATEMENT OF THE SPECIFIC PROVISIONS WHICH ARE BEING APPEALED:

IV. STATEMENT OF THE CHANGES OR ACTION REQUESTED OF THE BOARD OF SUPERVISORS:

V. SUMMATION OF THE ARGUMENTS TO BE RAISED BY THE APPELLANT(S):

VI. IDENTIFICATION OF THE APPELLANT(S):

(Name)

(Mailing Address)

(Telephone)

VII. NOTICE: (Multiple appellants should select one (1) representative for purposes of notice.

All notices to appellant(s) should be mailed to: (Please Print)

JOHN DONOVAN

POST OFFICE BOX 3834

GROESBECK, CA 95610-3

394 8338

JOHN FISHER

530 8362282

(Name/Representative)

(Mailing Address)

(Telephone)

Appellant:

John E. Fisher
(Sign)

Dated:

4/30/20

John Fisher

(Print)

(FOR OFFICE USE ONLY)

Filing Fee

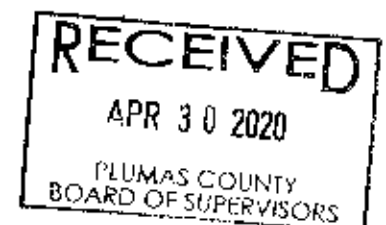
Date Filed

Received By

Appeal form to be returned to: Plumas County Board of Supervisors, 520 Main Street – Room 309, Quincy, CA 95971, (530) 283-6170.

- I. We are appealing the Plumas County Planning Directors determination that under Chapter 9-3.309 of the Plumas County Code, all lands proposed for division which include areas of "special flood hazard" shall include an engineered analysis based upon FEMA procedures, submitted and approved by FEMA.
- II. The basic reasoning for an appeal is that the required engineering analysis creates an unreasonable hardship on the property owner , which can also be described as an "adverse effect." We are requesting that two (2) Plumas County Supervisors along with the Planning Director meet on the subject property. The purpose of such a site meeting is to place perspective on the FEMA flood area delineations with the actual ground conditions. This site meeting will clearly indicate the effect of the plug and pond work completed on the Smith Creek drainage just upstream of the subject property. It will also show how that work not only re-established Smith Creek in its historic channel but also altered the flood plain of Smith Creek.

Additionally, such a site visit will show how Smith Creek, cannot, even under extreme flood conditions, reach the developable area proposed by a land division. We know this because we can see the pavement of County Road A-13, the Gracagle -- Johnsville Road and it's elevation is 13' +/- feet below proposed subject developable land. The land adjacent to the developable area is 15' +/- above the secondary flood area defined by basic geomorphology principles. In order for the property to be flooded, water would need to be over 13' above the pavement of the Gracagle -- Johnsville Road. This road is the northeastern boundary of the property.



The discrepancy between the FEMA map and the real property can only be determined by an onsite evaluation by Plumas County Staff.

It is in the best interests of the property owner to rely on direct information when a FEMA compliant flood study is warranted.

To require a FEMA acceptable engineered flood study to establish a Base Flood Elevation in this specific case, is placing an unreasonable hardship on the property owner and is not warranted by the observable, on the ground information.

- III. We are appealing the requirements of Plumas County Code, Chapter 9-3.309, wherein it is mandated that a FEMA approved flood study and a FEMA Base Flood Elevation for the proposed land division.
- IV. We are requesting that the Plumas County Board of Supervisors schedule an on site meeting with two (2) supervisors as well as the Planning Director along with the property owner. The purpose of the meeting would be two fold:
 - 1.) To gain, an on the ground perspective of the actual land relative to Smith Creek, the Smith Creek floodplain, the adjacent development and how all these on the ground observations differ with the adopted "FEMA Flood Map".
 - 2.) We will also reference the existing FEMA Approved Flood Study and Base Flood Elevation for Smith Creek just up stream of the subject property for interpolation.

At the Supervisor's discretion, we can also arrange for a representative of the Feather River Coordinated Resource Management Team to be in attendance to provide insight on the previously constructed plug and pond project just up

stream and how their project re-established / restored Smith Creek to its historic channel.

At the conclusion of the requested on site meeting, we would request that the full Board of Supervisors be presented with the information gathered and decide if the information provided is justification to be accepted in lieu of a FEMA Flood Study and establishment of a Base Flood Elevation.

- V. The property area outside of the limits of the FEMA flood plain map meets the minimum area requirements for land division consistent with the current zoning.

The onsite geomorphology clearly illustrates that the flood plain of Smith Creek.

In addition, the requirement of a FEMA approved flood study and the establishment of a Base Flood Elevation is unwarranted and is an unreasonable hardship on the property owner.

JOAN DONOVAN TRUCKING

SHOP ACCOUNT

P.O. BOX 1000

JANESVILLE, CA 96114

1242

90-3628-1211

PAY
TO THE
ORDER OF

for

~~Plumas County~~

DATE

4/30/20

\$ *770.00*

DOLLARS

PLUMAS BANK
120 N. PINE STREET
PORTOLA, CA 96122

Valid After 60 Days

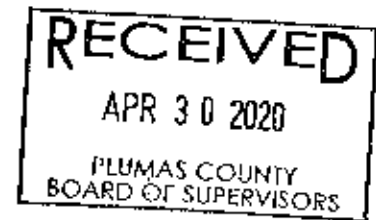
FOR

John E. Fox

⑈001242⑈ ⑆121138288⑆ 122023484⑈



PLUMAS COUNTY PLANNING & BUILDING SERVICES



PLANNING DEPARTMENT
DIRECTOR FERGUSON
555 Main Street
Quincy, CA 95971
(530) 283-6214
traceyferguson@countyofplumas.com
www.countyofplumas.com

April 2, 2020

Re-issued April 21, 2020 due to incorrect address

John Fisher
963 Graeagle-Johnsville Road
Graeagle, CA 96103
P.O. Box 384
Blairsden, CA 96103

RE: Fisher Property
963 Graeagle-Johnsville Road
Graeagle, CA 96103
APN 123-280-009

Dear Mr. Fisher,

Plumas County Planning & Building Services received your letter dated March 5, 2020, enclosed for reference, requesting an exemption from the floodplain requirements for the subdivision of APN 123-280-009. A portion of this property is mapped within a Federal Emergency Management Agency (FEMA) Special Flood Hazard Area (SFHA) labeled as "Zone A."

BACKGROUND

Per your letter, the proposed property division at 963 Graeagle-Johnsville Road, Graeagle, involves the approximate 10.42 acre parcel zoned Single Family Residential (3-R) and Flood Plain Combining (FP), as shown in the enclosed Assessor Parcel Map (Map Book 123, Page 28).

The letter proposes an "exclusion zone for all construction activities" to encompass the area located within the FP Combining zone, which you estimate is approximately 2.25 acres. The remaining property not within the "exclusion zone" of approximately 8.17 acres would be subdivided (stated as approximately 8.70 acres in the letter) into three (3) parcels of approximately 2.72 acres each (stated as approximately 2.90 acres in the letter), satisfying the required minimum acreage of one third (1/3) of an acre in the 3-R zoning.

Please be aware that the FP Combining zone boundary is not a FEMA recognized flood plain boundary and is not entirely consistent with FEMA Flood Insurance Rate Map (FIRM) Panel 1275. Further, Plumas County Code (PCC) Title 9, Chapter 2, Article 35, FP Combining Zone does not make mention of and is not defined as an area of Special Flood Hazard including "Zone A."

Specific to the property and enclosed for reference are the FEMA FIRM sourced from FEMA's website (Flood Panel 06063C1275E)¹ and a second FEMA FIRM sourced from Plumas County's GIS mapping database that includes a parcel layer highlighting APN 123-280-009. Both maps are consistent and show a portion of the property as being located within a FEMA "Zone A" SFHA. Your letter concurs and also states a portion of the property is mapped as "Zone A."

"Zone A" is defined by FEMA as areas subject to inundation by the 1-percent-annual-chance flood event, also referred to as the 100-year flood, generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed, no Base Flood Elevation (BFE) or flood depths are known.

PLUMAS COUNTY CODE

The following PCC sections are applicable to this matter:

PCC Sec. 9-2.236 - *Flood hazard area* subsection (d) defines "Areas of special flood hazard" as "an area of special flood hazard identified by the Federal Insurance Administration of the Federal Emergency Management Agency, which area is the land in the flood plain within the County subject to a one percent or greater chance of flooding in any given year, and which area is shown on a Flood Insurance Rate Map as Zone A, AO, A1–A30, AE, A99, or AH."

PCC Sec. 9-3.309 - *Flood hazards: Drainage*, as you also noted in your letter, sets forth the following in regards to subdividing lands subject to inundation such as those in an area of special flood hazard:

"Applications for subdivisions shall include base flood elevation data..."

"Applications for subdivisions which include lands in an area of special flood hazard shall include an engineered analysis based on a uniform procedure prescribed by the Federal Emergency Management Agency has been completed, submitted to the Federal Emergency Management Agency, reviewed and approved by the Federal Emergency Management Agency, and the appropriate amendment or revision to the Flood Insurance Rate Maps, as required by the Federal Emergency Management Agency, and copies thereof provided to the County Engineer, the Planning Director and the Building Official."

"Applications for subdivisions which include lands in a 100-year flood hazard area, as defined in Section 9-2.236 of Article 2 of Chapter 2 of Title 9 of this Code shall include an engineered analysis based on a uniform procedure prescribed by the County Engineer has been completed, submitted to the County Engineer, reviewed and approved by the County Engineer, and copies thereof provided to the County Engineer, the Planning Director and the Building Official."

¹ <https://msc.fema.gov/portal/search?AddressQuery=gracagle#searchresultsanchor>

DECISION

As stated in your letter, you are "requesting an exemption to the requirement of a BFE in this specific case, based upon the specific site, the historical evidence and the work of Plumas Corporation in the Smith Creek drainage in constructing the plug and pond restoration in the recent past."

I must note that I found no attachments to your letter providing further documentation or evidence to inform me as to what you mean by "in this specific case," "based on the specific site," "the historical evidence," and "the work of Plumas Corporation in the Smith Creek drainage."

In summary, FEMA "Zone A" is a SFHA subject to inundation by the 1-percent-annual-chance flood event in which no BFE has been determined. An engineered analysis (e.g., flood study) will provide property-specific BFE information and inform areas within and beyond the "Zone A" boundary as shown on the FEMA FIRM.

It shall be concluded that the PCC does not provide for exemptions to the requirement of BFE data for applications for subdivisions, and in order to satisfy the requirements of PCC Sec. 9-3.309, therefore, when subdividing a property subject to inundation such as those in an area of special flood hazard, including property in "Zone A" where no BFE is determined, an engineered analysis based on a uniform procedure prescribed by FEMA is required.

APPEAL

Please know that an action by the Planning Director is appealable to the Board of Supervisors within ten (10) days of the date of the action, per Article 10, Chapter 2 of Title 9 of the Plumas County Code. The form to file an appeal with the Board of Supervisors is enclosed.

Sincerely,



Tracey Ferguson, AICP

Planning Director

Enclosures:

1. Fisher Property Letter (dated March 5, 2020)
2. Assessor Parcel Map (Map Book 123, Page 28)
3. FEMA FIRM (sources: FEMA, Esri)
4. FEMA FIRM (sources: FEMA, Plumas County GIS)
5. PCC Sec. 9-2.236
6. PCC Sec. 9-3.309
7. Appeal Form

RECEIVED

MAR 5 2020

PC Planning+Building

Plumas County Planning & Building Services
555 Main Street
Quincy, California 95971

05 March 2020

Attn: Tracey Ferguson, AICP, Planning Director

Re: Fisher Property
963 Graeagle / Johnsville Road
Graeagle, California 96103
A.P.N. : 123 - 280 - 009

Ms Ferguson,

Thank you for your time in researching the subject property and providing the back ground with respect to the proposed division from a single parcel into three parcels.

The property fronts on the Graeagle / Johnsville Road and extends approximately 500 feet south and west encompassing 10.42 acres and is currently zoned 3-R. There is a defined strip approximately 200' wide centered on a flow channel of Smith Creek that divides the property.

This strip of property is defined as FEMA, Zone A, No Base Area Flood Elevation Determined, however the property adjacent to the south and west has a Base Flood Elevation Established.

According to Plumas County Code of Ordinances, Section 9-3.309;

* Applications for subdivisions which include lands in an area of special flood hazard shall include an engineered analysis based on a uniform procedure prescribed by the Federal Emergency Management Agency has been completed, submitted to the Federal Emergency Management Agency, reviewed and approved by the Federal Emergency Management Agency, and the appropriate amendment or revision to the Flood Insurance Rate Maps, as required by the Federal Emergency Management Agency, and copies thereof provided to the County Engineer, the Planning Director and the Building Official.

Applications for subdivisions which include lands in a 100 year flood hazard areas, as defined in Section 9-2.236 of Article 2 of Chapter 2 of Title 9 of this Code shall include an engineered analysis based on a uniform procedure prescribed by the County Engineer has been completed, submitted to the County Engineer, reviewed and approved by the County Engineer, and copies thereof provided to the County Engineer, the Planning Director and the Building Official.

The subdivision of lands in an area of special flood hazard shall be reviewed to assure:

- (a) That the subdivision is consistent with the need to minimize flood damage within the area of special flood hazard;
- (b) That all public utilities and facilities are located and constructed to minimize or eliminate flood damage;
- (c) That adequate drainage is provided to reduce exposure to flood hazards;
- (d) That new and replacement water supply systems be designed to minimize or eliminate infiltration of flood waters into the system;
- (e) That new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharges from the system into flood waters;
- (f) That onsite waste disposal systems shall be located to avoid impairment to them or contamination to them or contamination from them during flooding;
- (g) That all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law;
- (h) That proposed building sites will be reasonably safe from flooding; and
- (i) That encroachment in areas where base flooding elevations have been determined but a floodway has not been designated shall not result in a cumulative effect when combined with all other existing and anticipated man-made changes to real estate that will increase the water surface elevation of the base flood more than one foot at any point.

With respect to the property in question, the 3-R Zoning has a minimum acreage requirement of one third of an acre, we are proposing to exclude approximately 2.25 acres (the area currently zoned as 3-R, FP as an exclusion zone for all construction activities.

This area can be defined by applying standard geomorphology analysis to clearly establish the defined limits of the Smith Creek flood channel which is consistent with the FEMA flood map panel 1275 and the Plumas County FP map. We can do this by identifying specific land features and structures clearly shown on the FEMA flood map panel.

If we reduce the existing lot size by the defined FP area as defined above, we are left with an overall sub dividable area of approximately 8.7 acres for three proposed residential parcels of approximately 2.9 acres which is 8x the minimum allowed for under a zoning of 3-R. Each of the proposed parcels will definitively exceed requirements (a) – (i).

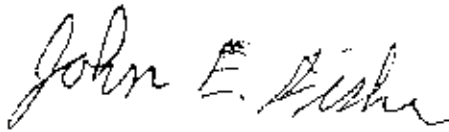
Furthermore, we are not proposing or requesting an amendment or revision to the Flood Rate Insurance Maps as we are not disputing the limits shown on either the FEMA panel 1275 or the Plumas County zoning map.

We are requesting an exemption to the requirement of a BFE in this specific case, based upon the specific site, the historical evidence and the work of Plumas Corporation in the Smith Creek drainage in constructing the plug and pond restoration in the recent past.

If you prefer we would welcome the opportunity to present our case to the Plumas County Board of Supervisors.

Kind Regards

John Fisher

A handwritten signature in cursive script that reads "John E. Fisher". The signature is written in dark ink and is positioned below the printed name "John Fisher".



MAP PANELS

- Approximate location based on user input and does not represent an authoritative property location
- Selected Floodmap Boundary
- Digital Data Available
- No Digital Data Available
- Unmapped
- Area of Minimal Flood Hazard Zone X
- Effective LOS/RS
- Area of Undetermined Flood Hazard Zone C
- Otherwise Protected Area
- Annotated Barrier Enclosure, Outcrop Area

SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE)
Zone A, X, AE, AH

With BFE or Depth
Regulatory Floodway Zone AE, AO, AH, VE, VE1, VE2

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone 1

Future Conditions 1% Annual Chance Flood Hazard Zone 1

Area with Reduced Flood Risk due to Levees, See Notes, Zone X

Area with Flood Risk due to Levees Zone 0

OTHER AREAS OF FLOOD HAZARD

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

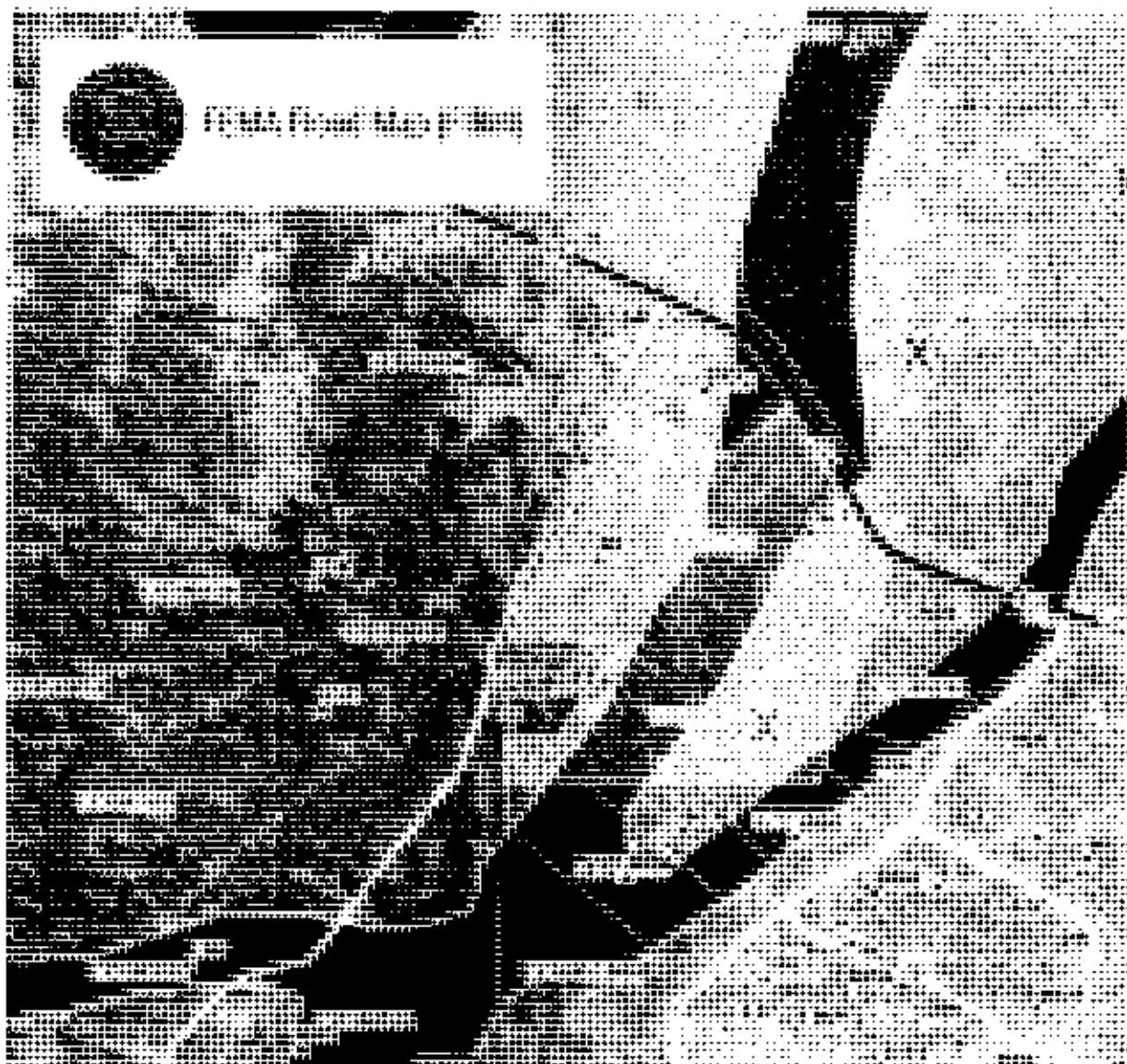
GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

LEGEND



FOIA b7 - D



Sec. 9-2.236. - Flood hazard area.

- (a) "Primary flood hazard area" shall mean an area in a design floodway (channel) and any areas with a floodplain depth of three (3') feet or more, or one foot to three (3') feet if the velocity is greater than five (5') feet per second.
- (b) "Secondary flood hazard area" shall mean any area outside the design floodway with a floodplain depth of between one foot and three (3') feet.
- (c) "100-year flood hazard areas" shall mean any area identified in the General Plan as a flood hazard area, any area of special flood hazard, and any area susceptible to a flood that has a one percent chance of being equaled or exceeded in any given year.
- (d) "Area of special flood hazard" shall mean an area of special flood hazard identified by the Federal Insurance Administration of the Federal Emergency Management Agency, which area is the land in the flood plain within the County subject to a one percent or greater chance of flooding in any given year, and which area is shown on a Flood Insurance Rate Map as Zone A, AO, A1—A30, AE, A99, or AH.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 88-700, eff. September 1, 1988, § 1, Ord. 91-759, eff. August 1, 1991, § 4 (Exh. A), Ord. 98-902, eff. September 10, 1998, and § 4 (Exh. A), Ord. 01-961, eff. December 20, 2001)

Sec. 9-3.309. - Flood hazards: Drainage.

The subdivision of lands subject to inundation shall not be permitted for residential or commercial uses unless the subdivider proposes plans for the elimination of future inundation along with evidence of the approval of such plans by all jurisdictions having authority. Where the danger of inundation does not exist, but drainage facilities, other than those directly connected with the proposed streets and highways, are judged to be necessary by the Engineer-Surveyor or are required under the authority of any County Drainage Plan or Drainage District, it will be required that such facilities be constructed by the subdivider.

Applications for subdivisions shall include base flood elevation data. If structures and pads are proposed, their elevation shall be provided. If a structure or pad site is to be filled above the base flood elevation, the lowest floor and pad elevations shall be certified by a registered professional engineer or surveyor. The data and certification shall be transmitted to the County Engineer.

Applications for subdivisions which include lands in an area of special flood hazard shall include an engineered analysis based on a uniform procedure prescribed by the Federal Emergency Management Agency has been completed, submitted to the Federal Emergency Management Agency, reviewed and approved by the Federal Emergency Management Agency, and the appropriate amendment or revision to the Flood Insurance Rate Maps, as required by the Federal Emergency Management Agency, and copies thereof provided to the County Engineer, the Planning Director and the Building Official.

Applications for subdivisions which include lands in a 100-year flood hazard area, as defined in Section 9-2.236 of Article 2 of Chapter 2 of Title 9 of this Code shall include an engineered analysis based on a uniform procedure prescribed by the County Engineer has been completed, submitted to the County Engineer, reviewed and approved by the County Engineer, and copies thereof provided to the County Engineer, the Planning Director and the Building Official.

The subdivision of lands in an area of special flood hazard shall be reviewed to assure:

- (a) That the subdivision is consistent with the need to minimize flood damage within the area of special flood hazard;
- (b) That all public utilities and facilities are located and constructed to minimize or eliminate flood damage;
- (c) That adequate drainage is provided to reduce exposure to flood hazards;
- (d) That new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (e) That new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharges from the system into flood waters;
- (f) That onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding;
- (g) That all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law;
- (h) That proposed building sites will be reasonably safe from flooding; and
- (i) That encroachment in areas where base flood elevations have been determined but a floodway has not been designated shall not result in a cumulative effect when combined with all other existing and anticipated man-made changes to real estate that will increase the water surface elevation of the base flood more than one foot at any point.

(§ 61204, P.C.O.C., as amended by Ords. 413, 554, 664, and § 10(Exh. A), Ord. 98-902, eff. September 10, 1998)



BOARD OF SUPERVISORS

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

May 7, 2020

John Fisher
P.O. Box 384
Blairsden, CA 96103

RE: Fisher Property Appeal
Filed with Clerk of the Board on April 30, 2020
Appeal Hearing Date Set for May 19, 2020
963 Graeagle-Johnsville Road
Graeagle, CA 96103
APN 123-280-009

Dear Mr. Fisher,

Your appeal to the Board of Supervisors (Board) meets the Plumas County Code requirements for filing and fees (Title 9, Chapter 2, Article 10, Sec. 9-2.1002).

Any appeal hearing set before the Board pursuant to California Government Code Sec. 66452.5 must be held within thirty (30) days from the date of the filing of the appeal.

The appeal hearing date has been set for May 19, 2020 at 1:00 pm, in the Board of Supervisors Chambers, Room 308, Plumas County Courthouse, 520 Main Street, Quincy, CA.

Refer to Plumas County Code Sec. 9-2.1007 for the hearing procedures.

Per California Government Code Section 66452.5. (Plumas County Code Sec. 9-2.1008), within ten (10) days following the conclusion of the hearing, the Board shall render its appeal decision.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy DaForno".

Nancy DaForno
Clerk of the Board

cc: Joan Donovan
P.O. Box 1000, Janesville, CA 96114

Article 10. - Appeals**Sec. 9-2.1001. - Authorized.**

All decisions of the Planning Director, Zoning Administrator, or the Planning Commission may be appealed in writing to the Clerk of the Board of Supervisors, in the manner specified by this Article, within ten (10) calendar days after the decision by the Planning Director, Zoning Administrator, or the Planning Commission, except amendments to the General Plan or zoning ordinance which shall be filed within five (5) calendar days by:

- (a) The applicant;
- (b) Any owner of real property within 300 feet of the exterior boundaries of the property involved who was present at the original hearing or who presented written testimony before the Zoning Administrator or the Planning Commission, or who may be adversely affected by the decision of the Planning Director;
- (c) Such other person whom the Board determines to have been adversely affected by the decision; or
- (d) Any County department head whose department has an interest in the decision.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by Ord. 86-643, eff. November 6, 1986, and § 1, Ord. 91-759, eff. August 1, 1991; Ord. 2009-1071, § 1, adopted September 15, 2009)

Sec. 9-2.1002. - Filing; Fees.

Appeals shall be filed with the Clerk of the Board of Supervisors, paying the fee. An appeal shall only be filed on the official form provided by the Clerk of the Board of Supervisors together with such additional information as may be necessary. A statement of appeal shall include, but not limited to:

- (a) Identification of the project and the decision of the Planning Director, Zoning Administrator, or Planning Commission action which is the basis of the appeal.
- (b) A statement of the reasons for the appeal. Such reasons shall be based upon the evidence presented to the Zoning Administrator or Planning Commission at the original hearing, or upon evidence presented to the Planning Director at the time of his/her decision, or shall be based on evidence of adverse effects on the appellant, if not the applicant, of the decision of the Planning Director. The failure of the appellant to present such reasons shall be deemed cause for the denial of the appeal.
- (c) A statement of the specific provisions which are being appealed.
- (d) A statement of the changes or action requested of the Board of Supervisors.
- (e) A summation of the arguments to be raised by the appellant.

(f) Identification of the appellant.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by Ord. 86-643, eff. November 6, 1986, and § 1, Ord. 91-759, eff. August 1, 1991; Ord. 2009-1071, § 1, adopted September 15, 2009)

Sec. 9-2.1003. - Hearings: Notices.

Notices of hearings on appeals from decisions of the Planning Director, Zoning Administrator or the Planning Commission shall be given by the Clerk of the Board, as provided in Article 11.5 of this chapter with the appellant considered to have filed a written request for notice as provided for in Section 9-2.1153 of that article.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by Ord. 86-643, eff. November 6, 1986, and § 1, Ord. 91-759, eff. August 1, 1991; Ord. 2009-1071, § 1, adopted September 15, 2009)

Sec. 9-2.1004. - Jurisdiction of the Board of Supervisors.

The Board may assume the jurisdiction of any matter which may be decided by the Planning Director, Zoning Administrator or the Planning Commission by a simple majority vote of the quorum at any time prior to a decision. Upon the assumption of jurisdiction by the Board, a hearing shall be scheduled and notice shall be given by the Clerk of the Board as provided in Article 11.5 of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by Ord. 86-643, eff. November 6, 1986; Ord. 2009-1071, § 1, adopted September 15, 2009)

Sec. 9-2.1005. - Stay of Planning Director, Zoning Administrator, or Planning Commission's Action.

The filing of such an appeal within the above stated time limits shall stay the effective date of the Planning Director, Zoning Administrator, or Planning Commission's Action until the Board of Supervisors has acted upon the appeal.

(Ord. 2009-1071, § 2, adopted September 15, 2009)

Sec. 9-2.1006. - Application.

The provisions of this article apply to all appeals of land use applications and the action taken thereon by the Planning Director, Zoning Administrator, or Planning Commission. Additionally, the Board of Supervisors may use the provision of this article in conducting public hearings on other land use matters before them.

(Ord. 2009-1071, § 2, adopted September 15, 2009)

Sec. 9-2.1007 - Hearing procedures

At the time and place set for any hearing as provided for herein, the Board of Supervisors shall conduct any such appeal hearing as a full hearing de novo on the project, with the right to limit to the issues that may be raised, or the evidence that may be received. Any such hearing shall be conducted as follows:

- (a) Staff Presentation.
- (b) Presentation by appellant which shall be limited to fifteen (15) minutes.
- (c) Presentation by project proponent (if different party than appellant) which shall be limited to fifteen (15) minutes.
- (d) Public hearing: Members of the public should be allowed five (5) minutes in which to give testimony.
- (e) Summation by project proponent - ten (10) minutes.
- (f) Summation by appellant - ten (10) minutes.
- (g) Rebuttal by members of the public.
- (h) Staff summation.
- (i) Close public hearing.

In the event that anyone desiring to testify before the Board of Supervisors desires to present more information to the Board than can be accomplished within the time limits set forth above, such person shall be permitted to present such information to the Board in writing thirteen (13) copies, at least five (5) working days prior to the date set for the appeal hearing. Any such information shall be submitted to the Clerk of the Board of Supervisors no later than the end of the fifth working day prior to the date of the hearing.

(Ord. 2009-1071, § 2, adopted September 15, 2009)

Sec. 9-2.1008. - Government Code Section 66452.5.

Any appeal hearing set before the Board pursuant to Government Code Section 66452.5 shall be held within thirty (30) days from the date of the filing of the appeal. Thereafter, within ten (10) days following the conclusion of the hearing, the Board of Supervisors shall render its decision on the appeal. The time limits set forth herein shall not be extended.

(Ord. 2009-1071, § 2, adopted September 15, 2009)

Notice of Public Hearing

The Board of Supervisors will hold a public hearing on the following matter on May 19, 2020 in the Board of Supervisors room, Room 308, Plumas County Courthouse, 520 Main Street, Quincy, CA.

1:00 p.m. Appeal filed by John Fisher, re: property located at 963 Graeagle-Johnsville Road, Graeagle, Plumas County, CA.

The appeal is filed as per Article 10 of Chapter 2 of Title 9 (Planning and Zoning) of the Plumas County Code.

This is an appeal of the Planning Director's determination that an exemption from the floodplain requirements for the subdivision of Assessor's Parcel Number 123-280-009-000 cannot be granted. A portion of this property is mapped within a Federal Emergency Management Agency (FEMA) Special Flood Hazard Area (SFHA) labeled as "Zone A".

Specifically, the Decision of the Planning Director states:

"It shall be concluded that the PCC does not provide for exemptions to the requirement of BFE data for applications for subdivisions, and in order to satisfy the requirements of PCC Sec. 9-3.309, therefore, when subdividing a property subject to inundation such as those in an area of special flood hazard, including property in "Zone A" where no BFE is determined, an engineered analysis based on a uniform procedure prescribed by FEMA is required."

Plumas County Code Section 9-2.236 defines "Flood hazard area". Plumas County Code Section 9-3.309 "Flood hazards: Drainage" sets forth requirements for subdividing lands subject to inundation such as those in an area of special flood hazard.

For further information on the above hearing contact: Tim Evans, Associate Planner, Plumas County Planning and Building Services, (530) 283-6207 or email at timevans@countyofplumas.com.

If you challenge the above projects in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

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

PROOF OF SERVICE - C.C.P. § 1013A, 2015.5

I, Nancy DaForno, declare that:

1. I am employed in the County of Plumas, California; I am over the age of eighteen years and not a party to the within cause; and my business address is 520 Main St., Room 309, Quincy, CA 95971.
2. I am readily familiar with the practice of the County of Plumas in the processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.
3. On **May 7, 2020**, I served the following document(s)

**APPEAL HEARING NOTICE
Fisher Property Appeal**

In said cause, on the following interested parties:

**John Fisher
PO Box 384
Graeagle, CA 96103**

**Joan Donovan
PO Box 1000
Janesville, CA 96114**

4. Said service was performed in the following manner:

X **BY U.S. POSTAL SERVICE (Mail):** I placed each such document in a sealed envelope addressed as noted above, with first-class mail postage thereon fully prepaid, for collection and mailing at Quincy, California, following the above-stated business practice, on this date.

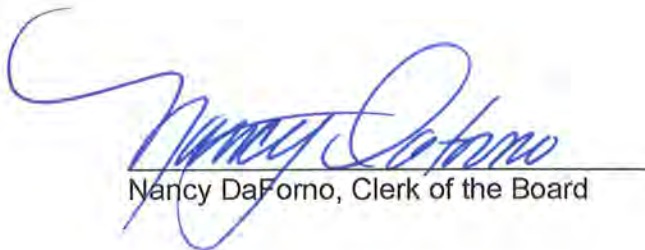
BY PERSONAL SERVICE: I hand-delivered each such envelope to the address[es] listed on this date.

BY COURIER/MESSENGER SERVICE (Hand Delivery): I caused each such envelope to be delivered by hand to the address[es] listed above on this date.

BY FACSIMILE: I caused said document[s] to be transmitted by facsimile machine to the parties at the number[s] indicated above on this date.

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

Executed May 7, 2020, at Quincy, California.


Nancy DaForno, Clerk of the Board