

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 OCTOBER 13, 2020 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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 limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. 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) SOCIAL SERVICES

- 1) Approve amendment to contract, not to exceed \$17,000, between County of Plumas and University of California, Davis to add four more training units for professional training services for Child Welfare Services staff; approved as to form by County Counsel [View Item](#)
- 2) Approve amendment to contract, not to exceed \$25,000, between County of Plumas and April Bay, Ph.D. for psychological evaluations of parents in Child Welfare System; approved as to form by County Counsel [View Item](#)

3. DEPARTMENTAL MATTERS

A) HUMAN RESOURCES – Nancy Selvage

- 1) Adopt **RESOLUTION** to amend Fiscal Year 2019-2020 Job Classification Plan Including Job Descriptions and Base Wages for Agricultural Commissioner/Sealer of Weights & Measures; and authorize Human Resources to begin recruitment to fill positions. **Roll call vote** [View Item](#)
- 2) Appoint Interim Environmental Health Director until the vacant position is filled; discussion and possible action

B) SHERIFF – Todd Johns

- 1) Provide direction regarding Public Safety Power Shutoff (PSPS) Resiliency Allocation funding; discussion and possible action [View Item](#)
- 2) Adopt **RESOLUTION** authorizing the Sheriff to sign Grant Agreement for the Law Enforcement Equipment Grant Program with the Department of Parks & Recreation, Division of Boating & Waterways; approved as to form by County Counsel. **Roll call vote** [View Item](#)

C) PUBLIC WORKS – Robert Perreault

Engineering Department: Authorize Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Fiscal and Technical Services Assistant III position, created by resignation; discussion and possible action [View Item](#)

D) PLANNING – Tracey Ferguson

- 1) Plumas County Local Hazard Mitigation Plan 2020 Update Public Review Draft; discussion and possible action [View Item](#)
- 2) Sierra Valley Basin Groundwater Sustainability Plan status and advisory committee formation; discussion and possible action [View Item](#)

E) **COUNTY ADMINISTRATOR** – Gabriel Hydrick

Approve and authorize the County Administrator to sign agreement, not to exceed \$5,000, between County of Plumas and Michael and Patty Clawson for website development services, and ratify effective July 1, 2020; approved as to form by County Counsel; discussion and possible action

[View Item](#)

4. BOARD OF SUPERVISORS

- A. Adopt **RESOLUTION** of the Board of Supervisors, County of Plumas, Declaring Results of Majority Protest Proceedings, and Establishing the Feather River Tourism Marketing District (FRTMD). **Roll call vote** [View Item](#)
- B. Appoint the Chair of the Board, as delegate, at invitation of James Gallagher, Assemblymember 3rd District; Kevin Kiley, Assemblymember, 6th District; Megan Dahle, Assemblymember, 1st District; Jim Nielsen, Senator, District 4; and Brian Dahle, Senator, District 1, to attend a conference of North State representatives, to be held on October 29, 2020; delegates will seek common ground on topics such as the re-opening of the economy and our civic life, the re-opening of schools, and actions in response to the State of California's threat to withhold entitled funds of the counties; discussion and possible action [View Item](#)
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- B. Conference with Legal Counsel: Existing litigation – American Valley Aviation, Inc. v. County of Plumas, et al, Superior Court of Plumas County, Superior Court No. CV 19-00193, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- D. 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, October 20, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

3A1
(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

NEAL CAIAZZO
DIRECTOR

DATE: OCTOBER 2, 2020

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 13, 2020 CONSENT
AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN AMENDMENT TO CONTRACT
WITH U.C. DAVIS FOR STAFF TRAINING

It is Recommended that the Board of Supervisors

Approve an amendment to add 4 more training units to the contract CW-2020-26, in the amount of \$17,000 with the University of California, Davis for professional training services to be provided to Department of Social Services, Child Welfare Services staff.

Background and Discussion

Each year the Department of Social Services receives an allocation of state and federal funds that are designated specifically for staff development and training. The Department has joined together with other social services departments in the state to form the Inter-County Training Consortium (ICTC). Together, the counties in the consortium utilize their funds to purchase high quality professional training services from the Center for Human Services Training located at U.C. Davis. Although most of the training takes place locally, the agreement also enables us to take advantage of other training opportunities scheduled in neighboring counties that are consortium members.

For training that is scheduled locally, we also have the latitude to include our community partners and others as appropriate. This enables us to use this program as a community resource serving a broader base of human service providers.

The amendment to the agreement that is enclosed is for training for the Department's Child Welfare Services. The agreement is for four additional units of training.

Financial Impact

The total value of the training under the agreement is \$31,620, which is claimable to state and federal funding sources.

An appropriation exists within the approved county budget for the Department of Social Services to pay for this agreement. There is no cost to the County General Fund.

Other Agency Involvement

County Counsel has reviewed the contract and approved it as to form.

Copies: PCDSS Management Staff (memo only)

Enclosure

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

DIVISION OF CONTINUING AND PROFESSIONAL EDUCATION
CPE.UCDAVIS.EDU

1333 RESEARCH PARK DRIVE
DAVIS, CA 95618-4852

Agreement# CW-2020-26

C000114120

Amendment #1

Amendment to Training Services Agreement

This amendment is made as of the date last signed below by and between The Regents of the University of California (“University”) on behalf of its Davis campus UC Davis Continuing and Professional Education and PLUMAS COUNTY (“User”).

	Original	Added	New Total
Total Number of Training Units	4.00	4.00	8.00
Total Cost of Training	\$17,000.00	\$17,000.00	\$34,000.00
University's in-kind Contribution	\$1,190.00	\$1,190.00	\$2,380.00
County's Share of Cost	\$15,810.00	\$15,810.00	\$31,620.00

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: Susan Catron

Name: Susan Catron, MPPA, EdD
UC Davis Continuing and
Professional Education

Date: July 31, 2020

FEIN: 94-6036494

PLUMAS COUNTY

By: _____

Name: _____

Date: _____

Approved as to form:

8/11/20

Gretchen Stuhr
Deputy County Counsel III



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

24.3.
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: OCTOBER 1, 2020

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD ITEM FOR OCTOBER 13, 2020, CONSENT AGENDA

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

It is Recommended that the Board of Supervisors

Approve an amendment to the contract agreement between the Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system.

Background and Discussion

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

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

It is recommended that the Board approve the enclosed amendment

Financial Impact

In accordance with the contract terms, the Department will compensate Ms. Bay at the rate of \$3,500 for each complex parental capacity evaluation between July 1, 2020 and December 31, 2020 and \$4,500 per complex parental capacity evaluation on or after January 1, 2021. Psychological evaluations will be billed at \$3,500 per evaluation. The maximum compensation available for the current term is not to exceed \$25,000.

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

Other Agency Involvement

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

Copies: DSS Management Staff (cover memo only)

Enclosure

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND APRIL BAY, Ph.D.

This First Amendment to Agreement (“Amendment”) is made on October 13, 2020, between PLUMAS COUNTY, a political subdivision of the State of California (“COUNTY”), and April Bay, Ph.D., (“CONTRACTOR”) who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and Contractor have entered into a written Agreement approved by the Plumas County Board of Supervisors on May 5, 2020 (the “Agreement”), in which Contractor agreed to provide psychological evaluation services to Plumas County.
- b. Because of a need to expand the scope of services and the need for the contractor to increase rates, the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

a. Paragraph 2 is deleted in its entirety and replaced with the following Paragraph 2:

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto not to exceed Twenty-five Thousand Dollars (\$25,000.00).

b. Exhibit A is deleted in its entirety and replaced with the following Exhibit A:

EXHIBIT A
Scope of Work

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

c. Exhibit B is deleted in its entirety and replaced with the following Exhibit B:

EXHIBIT B
Fee Schedule

1. Parental Capacity Evaluations completed between July 1, 2020 and December 31, 2020 will be billed at \$3,500 for each complex parental capacity evaluation, including written report.
2. Parental Capacity Evaluations completed on or after January 1, 2021, will be billed at \$4,500.00 per evaluation, including written report.
3. Psychological Evaluations will be billed at \$3,500 per evaluation, including written report.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement approved by the Board of Supervisors on May 5, 2020, shall remain unchanged and in full force and effect.

CONTRACTOR:

April Bay, Ph.D., an Individual

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

COUNTY:

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

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

ATTEST:

By: _____
Nancy DaForno
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Plumas County Counsel
By: 
Deputy County Counsel

3A.1.

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: September 29, 2020

TO: Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: **AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF OCTOBER 13, 2020.**

RE: ADOPT RESOLUTION TO AMEND FISCAL YEAR 2019-2020 JOB CLASSIFICATION PLAN INCLUDING JOB DESCRIPTIONS AND BASE WAGES FOR AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS & MEASURES DEPARTMENT #20425

RE: BOARD OF SUPERVISORS AUTHORIZE HUMAN RESOURCES TO RECRUIT TO FILL POSITIONS FOR AGRICULTURAL DEPARTMENT

IT IS RECOMMENDED THAT THE BOARD:

Review and approve the Agricultural Commissioner/Sealer of Weights & Measures Department reorganization updating job descriptions, base wages, flexibly allocating position allocation plan. To authorize the Human Resources Department to recruit in order to fill the 4.0 FTE allocated positions within the new Ag Department organizational structure.

BACKGROUND AND DISCUSSIONS

For the past few years, Plumas County's Agricultural Department has wanted to pursue a reorganization for their department. There are a few reasons for this request. Such as, job descriptions and base wages were in need of review to update and create new job descriptions to provide job class series with promotional opportunities, and to add a new Deputy position. Exhibit A

In addition, Tim Gibson, Agricultural Commissioner/Sealer of Weights & Measures, further explained his rational for this request as stated below. Mr. Gibson's request was originally presented to Plumas County's Budget Committee during last budget planning for FY 2019/2020. From this presentation, it was recommended to provide Human Resources with the proposal to move it forward for review and reorganization. Unfortunately, HR did not receive this recommended proposal until January 2020. This caused a small delay for early implementation.

Additionally, Plumas County Agriculture Department enforces many of the laws and regulations related to food, agriculture, weights, measures, and pesticide use at the local level for Plumas County, and through a long-standing Memorandum of Understanding, for Sierra County. In

2017, the California legislature passed SB 1, which significantly increased the collection of motor fuel taxes collected in California. As specified in Food and Agriculture Code sec 224. A portion of the motor fuel taxes attributable to non-road agricultural use (referred to as unclaimed gas tax (UGT)) allocated to California counties to support efforts of the Agricultural Commissioner to enforce the mandates of California laws and regulations associated with agriculture. One caveat for receiving these funds is the County continue to support the Agriculture Department with steady funding commitment based on net county cost averaged over the past 5 years. Because of the increased amount of UGT, Plumas County can anticipate a higher level of State support in the future, as long as the county continues to support the Agriculture Department at same amounts as it has in the past.

This Department has been investing heavily into its infrastructure the last couple of years. The fleet of vehicles are newer and in better shape than they ever have been in the past 19 years. Computer systems have been purchased and are up to date. The herbicide supply is well stocked and ready for the current noxious weed season.

It is my recommendation that Plumas County reviews the personnel portion of this Department. The current job descriptions do not recognize the knowledge, skills, and qualifications needed and required by the employees to perform the day-to-day task performed by the Department staff. In addition to the UGT increases, the Department has obtained grants and contracts to further offset County expenses for many years now.

The Department job requirements are outdated, written approximately 25 years ago. The complexity of managing the Department budget require a person with fiscal skills and understanding of Ag funding streams. The Agricultural Commission believes the department needs a Management Analyst level position to fulfill these needs. The Agricultural and Inspector position classification does not acknowledge the statutory requirements for a four-year degree with concentration in biological or physical sciences. The Agricultural Technician is classified as a one-tier position with a pay status of an aid in similar departments. Pay scales are generally, below what similar positions in other departments earn and are falling behind what comparable positions in other counties. We have created a series for these positions to provide promotional opportunities. There is also room for additional staff as the number of state mandates continues to increase the Departments workload.

The current reliance on the UGT funding should maintain steady into the near future. According to the Agricultural Commission, should the County face catastrophic budget difficulties, the department should have room to absorb cuts.

Human Resources has updated all of the Agricultural job descriptions and created five (5) new job classifications. Exhibit A includes all the new job descriptions for consideration. The Ag & Standards Technician will now have two additional levels for advancement purposes. This should encourage employees to obtain the additional training needed to grow within the Department.

These job classifications were compared to other job classifications that exist in the County's pay schedule. Comparing job qualifications, job duties/ qualifications, and similar base rates of pay.

Relative positions in the County are the Environmental Health Department with their Environmental Health Specialist I/ II/ III classifications. With this reclassification we are attempting to maintain consistency within our job classifications.

We have added Deputy Agricultural Commissioner/Sealer of Weights and Measures. Several of California's rural counties have Deputy Ag Commissioners but Plumas County does not. It would benefit Plumas County to add a deputy position in the Ag department to assist with training needs and staff supervision, in addition to the work load for the County. These changes would provide promotional opportunities for County employees who have chosen this as their career path.

List of proposed base wages for these job classifications:

	Job Classification	Current base	Proposed base
N/A	Ag & Standards Technician I	\$ 15.69	\$ 15.69
New	Ag & Standards Technician II	New	\$ 17.21
New	Ag & Standards Technician III	New	\$ 18.70
	Ag & Standards Inspector I	\$ 19.17	\$ 20.30
	Ag & Standards Inspector II	\$ 21.13	\$ 23.61
	Ag & Standards Inspector III	\$ 23.30	\$ 26.05
New	Deputy Agricultural Commissioner/Sealer of Weights and Measures	New	\$ 28.66
New	Ag & Standards Management Analyst I	New	\$ 21.02
New	Ag & Standards Management Analyst II	New	\$ 23.38

This review of the Ag Departments classifications has been a long process. We originally started talks a couple of years ago about the various needs of this department. As stated in the beginning of this memo, the Ag department anticipate funding specific to their department to cover these needed updates to job classifications and to increase base wages.

I requested a meet confer with a respond date of June 5, 2020 or sooner with Operating Engineers Local #3. Unfortunately, the meet and confer confirmation was not until June 9, 2020, which was too late to bring to the Board of Supervisors in June. At the time, this caused a delay bringing the reorganization to the Board, due to the limitation under the recommended budget, pursuant to Government Code §29124 of the County Budget Guide.

My recommendation is to flexibly allocate these four (4) FTE positions and once approved by the Board, begin recruitment to fill the positions based on the new re-organization and updated

Position Allocation. We are not asking to increase the Department's FTEs, but to provide the flexibility to allocate these positions as outlined in the attached Resolution. Exhibit D

Exhibit C includes the five (5) year cost projections for positions. I have also calculated five (5) year projections, using assumptions of current staff and their potential promotional opportunities, in order to provide estimated budget expenses and will present these specific estimates to the Board.

Thank you for your consideration.

EXHIBITS

Exhibit A: New and current job descriptions with mark ups

Exhibit B: Department flow charts, current and proposed

Exhibit C: Five-Year Projections and Summary for the department's positions

Exhibit D: Resolution

Exhibit A

PLUMAS COUNTY

REVISED: 02/2020

AGRICULTURAL AND STANDARDS TECHNICIAN I

DEFINITION

Under direction of the Agricultural Commissioner, supervises, coordinates and participates in inspection work involved in the enforcement of laws and regulations pertaining to pest prevention, plant quarantine, pesticide use, apiary, vertebrate pest weed control and produce/egg quality, as well as those pertaining to weights and measures, petroleum products compressed gases, and related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and training level position in the Agricultural and Standards Technician class series. Incumbents often work under the guidance of other Department staff until they become familiar with the Department's methods, procedures, and policies.

REPORTS TO

Deputy Agricultural Commissioner or Agricultural Commissioner Sealer of Weights and Measures or receives direct or general supervision from assigned supervisory or management personnel.

CLASSIFICATIONS DIRECTLY SUPERVISED

NONE

AGRICULTURAL AND STANDARDS TECHNICIAN I - 2

EXAMPLES OF DUTIES

- Prepares and applies chemical solutions along roadways and on other properties for the control and eradication of noxious weeds.
- Cleans and maintains truck and equipment to ensure proper working condition; performs minor repair work to equipment, as needed.
- May drive to specific locations to place and services pest detection traps, verifies plan production, storage or marketing of agricultural commodities, and collects crop samples from production, processing or storage sites.
- Operate a variety of vehicles and special equipment, including personal protective equipment, power and hand tools, microscopes, test equipment, pesticide sprayers, testing standards.
- Performs pest detection duties throughout Plumas and Sierra Counties.
- Prepares and submits daily work records and as required.
- Maintains accurate field notes, calculations and reports.
- Assists Agricultural/Weights & Measures Inspector(s) in various programs within the department.
- Assists in the detection, eradication, and control of pests and invasive weeds.
- Must follow safety protocol and maintain excellent public relations at all times.
- May perform other duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

While performing the duties of this job, the employee must have the ability to exert significant physical effort, such as walking, standing, climbing ladders, traversing uneven terrain, moderate to heavy lifting, and performing manual labor; moderate dexterity in the use of fingers, limbs and body in the operation of spray equipment and various tools. Requires the ability to maintain effective audio-visual discrimination and perception required for making observations and communicating with others.

Employee must also possess the mobility to work in a standard office setting and use standard office equipment; to operate a motor vehicle and to visit various County sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds frequently, necessary to perform job functions.

TYPICAL WORKING CONDITIONS

Employees may work in an office environment with moderate noise levels and controlled temperature conditions. Field work may be exposed to loud noise levels, cold and hot

temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical, and/or electrical hazards, and hazardous physical substances and

AGRICULTURAL AND STANDARDS TECHNICIAN I - 3

fumes. Employees may interact with upset public and private representatives in interpreting and enforcing departmental policies and procedures.

KNOWLEDGE OF:

- Modern office practices, methods and computer equipment
- Record keeping principles and procedures
- Tools, methods and equipment pertaining to county agricultural and weights and measures inspection
- Local agricultural industry and practices
- Basic entomology, botany, biology, and physical science

ABILITY TO:

- Maintain accurate and legible field notes and prepare routine reports
- Use standard computers and software and apply basic computer skills
- Understand and follow oral and written instructions
- Read and follow maps
- Make accurate arithmetic computations
- Maintain cooperative relations with peers and the public and ability to work independently in the field
- Some knowledge of controlling and eradication of agricultural pests is desirable
- Use of basic mechanic tools
- Basic mathematical formula

DESIRABLE QUALIFICATION

TRAINING AND EXPERIENCE

Qualifications needed for this position:

Use of modern office practices, methods and computer equipment, computer applications related to the work, and capability of traveling outside of the County for training opportunities.

Equivalent to graduation from high school. Some experience in weed or pest abatement is desirable.

SPECIAL REQUIREMENTS

Possession of an appropriate California Driver's License issued by the State Department of Motor Vehicles. The valid California Driver's License must be maintained throughout employment.

Must possess or obtain a valid California Qualified Applicator Certificate within twelve months of appointment.

AGRICULTURAL AND STANDARDS TECHNICIAN I - 4

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.

AGRICULTURAL AND STANDARDS TECHNICIAN II

DEFINITION

Under direction of the Agricultural Commissioner, supervises, coordinates and participates in inspection work involved in the enforcement of laws and regulations pertaining to pest prevention, plant quarantine, pesticide use, apiary, vertebrate pest weed control and produce/egg quality, as well as those pertaining to weights and measures, petroleum products compressed gases, and related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first experienced working level in the Agricultural and Standards Technician class series to perform a variety of job assignments requiring knowledge of weed eradication and insect pest detection.

REPORTS TO

Receives direct or general supervision from assigned supervisory or management personnel.

CLASSIFICATIONS DIRECTLY SUPERVISED

NONE

AGRICULTURAL AND STANDARDS TECHNICIAN II - 2

EXAMPLES OF DUTIES

- Prepares and applies chemical solutions along roadways and on other properties for the control and eradication of noxious weeds.
- Cleans and maintains truck and equipment to ensure proper working condition; performs minor repair work to equipment, as needed.
- Inspect farms, home-sites, and other property for the presence of agricultural pests.
- Explain purpose and methods of pest monitoring projects to property owners.
- Deploy, service, and monitor insect traps.
- Select trapping sites and host plants.
- Prepare and maintain maps identifying trap locations and record dates serviced and monitored.
- Prepares and submits daily work records and as required.
- Provides assistance to Agricultural/Weights & Measures Inspector(s) in various programs within the department.
- Operate a variety of vehicles and special equipment, including personal protective equipment, power and hand tools, microscopes, test equipment, pesticide sprayers, testing standards.
- Assists in the detection, eradication, and control of pests and invasive weeds.

TYPICAL PHYSICAL REQUIREMENTS

While performing the duties of this job, the employee must have the ability to exert significant physical effort, such as walking, standing, climbing ladders, traversing uneven terrain, moderate to heavy lifting, and performing manual labor; moderate dexterity in the use of fingers, limbs and body in the operation of spray equipment and various tools. Requires the ability to maintain effective audio-visual discrimination and perception required for making observations and communicating with others.

Employee must also possess the mobility to work in a standard office setting and use standard office equipment; to operate a motor vehicle and to visit various County sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds frequently, necessary to perform job functions.

TYPICAL WORKING CONDITIONS

Employees seldom work in an office environment with moderate noise levels and controlled temperature conditions, and usually works in the field and may occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical, and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset public and private representatives in interpreting and enforcing departmental policies and procedures.

AGRICULTURAL AND STANDARDS TECHNICIAN II - 3

DESIRABLE QUALIFICATION

Knowledge of:

- Occupational safety and health rules and regulations
- Federal, State and County laws, rules, and regulations related to agriculture
- Applicable Federal, State, County, Department and Division laws, regulations, policies and procedures
- Modern office practices, methods and computer equipment
- Record keeping principles and procedures
- Tools, methods and equipment pertaining to county agricultural and weights and measures inspection
- Local agricultural industry and practices
- Procedures and materials used in the detection and eradication of serious insects
- Basic mathematical formulas, volumetric measure and basic principles of physical science

Ability to:

- Maintain accurate and legible field notes and prepare routine report
- Use standard computers and software and apply basic computer skills
- Understand and follow oral and written instruction
- Read and follow map.
- Make accurate arithmetic calculations
- Maintain cooperative relations with peers and the public
- Work independently in the field
- Analyze situations accurately
- Prepare clear, understandable, grammatically correct written reports
- Knowledge of controlling and eradication of agricultural pests is desirable.
- Read and interpret maps to ensure correct placement of traps or identify the location of pest infestations.
- Use of basic mechanic tools
- Basic mathematical formulas.

AGRICULTURAL AND STANDARDS TECHNICIAN II - 4

TRAINING AND EXPERIENCE

Qualifications needed for this position:

Equivalent to completion of two years of college with coursework in agriculture or biological science, or related field. Working knowledge of modern office practices, methods and computer equipment, computer applications related to the work, and capability of traveling outside of the County for training opportunities.

OR

One (1) year of experience comparable to that of an Agricultural and Standards Technician I with Plumas County.

SPECIAL REQUIREMENTS

Must have current and valid California Qualified Applicator Certificate.

Possession of an appropriate California Driver's License issued by the State Department of Motor Vehicles. The valid California Driver's License must be maintained throughout 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.

AGRICULTURAL AND STANDARDS TECHNICIAN III

DEFINITION

Under direction of the Agricultural Commissioner, supervises, coordinates and participates in inspection work involved in the enforcement of laws and regulations pertaining to pest prevention, plant quarantine, pesticide use, apiary, vertebrate pest weed control and produce/egg quality, as well as those pertaining to weights and measures, petroleum products compressed gases, and related work as required.

Performs a variety of advanced level work in the Pest Detection and eradication of insect pests throughout Plumas and Sierra Counties.

DISTINGUISHING CHARACTERISTICS

This is the highest level in the Agricultural and Standards Technician class series with advanced knowledge of Integrated Pest Management Systems and agricultural laws and regulations.

REPORTS TO

Deputy Agricultural Commissioner or Agricultural Commissioner Sealer of Weights and Measures

CLASSIFICATIONS DIRECTLY SUPERVISED

Seasonal Noxious Weed Technician(s)

AGRICULTURAL AND STANDARDS TECHNICIAN III - 2

EXAMPLES OF DUTIES

- Provide training and supervision for noxious weed eradication grants/contracts.
- Provide training and supervision for Insect Pest Detection contract.
- Prepares and applies chemical solutions along roadways and on other properties for the control and eradication of noxious weeds.
- Cleans and maintains truck and equipment to ensure proper working condition; performs minor repair work to equipment, as needed.
- Inspect farms, home-sites, and other property for the presence of agricultural pests.
- Explain purpose and methods of pest monitoring projects to property owners.
- Deploy, service, and monitor insect traps.
- Select trapping sites and host plants.
- Prepare and maintain maps identifying trap locations and record dates serviced and monitored.
- Prepares and submits daily work records and as required.
- Assists the Agricultural/Weights & Measures Inspector(s) in various programs within the department.
- Operate a variety of vehicles and special equipment, including personal protective equipment, power and hand tools, microscopes, test equipment, pesticide sprayers, testing standards.
- Other duties as assigned

TYPICAL PHYSICAL REQUIREMENTS

While performing the duties of this job, the employee must have the ability to exert significant physical effort, such as walking, standing, climbing ladders, traversing uneven terrain, moderate to heavy lifting, and performing manual labor; moderate dexterity in the use of fingers, limbs and body in the operation of spray equipment and various tools. Requires the ability to maintain effective audio-visual discrimination and perception required for making observations and communicating with others.

Employee must also possess the mobility to work in a standard office setting and use standard office equipment; to operate a motor vehicle and to visit various County sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds frequently, necessary to perform job functions.

TYPICAL WORKING CONDITIONS

Employees seldom work in an office environment with moderate noise levels and controlled temperature conditions, and usually works in the field and may occasionally be exposed to loud

AGRICULTURAL AND STANDARDS TECHNICIAN III - 3

noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical, and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset public and private representatives in interpreting and enforcing departmental policies and procedures.

KNOWLEDGE of:

- Analyze situations accurately, make recommendations, and take appropriate action.
- Procedures and materials used in the detection and eradication of serious insect pests.
- Occupational safety and health rules and regulations.
- Federal, State and County laws, rules, and regulations related to agriculture.
- Applicable Federal, State, County, Department and Division laws, regulations, policies and procedures.
- Modern office practices, methods and computer equipment.
- Record keeping principles and procedures.
- Tools, methods and equipment pertaining to county agricultural and weights and measures inspection.
- Local agricultural industry and practices and
- Procedures and materials used in the detection and eradication of serious insects.
- Mathematical formulas, volumetric measure and basic principles of physical science.

ABILITY to:

- Write grant &/or contract narratives.
- Maintain accurate and legible field notes and prepare routine report.
- Use standard computers and software and apply basic computer skills.
- Understand and follow oral and written instruction.;
- Read and follow maps.
- Make accurate arithmetic calculations.
- Maintain cooperative relations with peers and the public; and
- Work independently in the field.
- Analyze situations accurately.
- Prepare clear, understandable, grammatically correct written reports.

AGRICULTURAL AND STANDARDS TECHNICIAN III - 4

DESIRABLE QUALIFICATION

- Complete knowledge and understanding of controlling and eradication of agricultural pests is desirable.
- Read and interpret maps to ensure correct placement of traps or identify the location of pest infestations.
- Use of mechanic tools
- Mathematical formulas

TRAINING AND EXPERIENCE

Qualifications needed for this position include:

Equivalent to completion of two years of college with coursework in agriculture or biological science, or related field. Working knowledge of modern office practices, methods and computer equipment, computer applications related to the work, and capability of traveling outside of the County for training opportunities,

OR

One (1) year of experience comparable to that of an Agricultural and Standards Technician II with Plumas County.

SPECIAL REQUIREMENTS

Possession of an appropriate California Driver's License issued by the State Department of Motor Vehicles. The valid California Driver's License must be maintained throughout employment

Must have valid and current California Qualified Applicator Certificate issued through California Department of Pesticide Regulation.

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.

AGRICULTURAL AND STANDARDS INSPECTOR I**DEFINITION**

Under supervision, to perform routine and complex inspections and investigations; to enforce laws and regulations pertaining to the California Food and Agricultural Code, Business and Professions Code and the California Code of Regulation. Learn and perform pest regulation, pest prevention, inspection, and regulation. Inspect and test weighing and measuring devices; to verify consumer transactions and product quality; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Agricultural and Standards Inspector class series. Incumbents work under relatively close supervision until they gain experience and obtain the requisite State Licenses to work as an experienced Agricultural and Standards Inspector.

REPORTS TO

Agricultural Commissioner/Sealer of Weights and Measures or Agricultural and Standards Inspector III as designated

CLASSIFICATIONS DIRECTLY SUPERVISED

None

AGRICULTURAL AND STANDARDS INSPECTOR I - 2

EXAMPLES OF DUTIES

- Assists with inspections of fruits, nuts, vegetables, honey, eggs, or other agricultural commodities in markets, packinghouses, and storage areas for compliance with regulations related to standards and grades.
- Issues certificates of inspection.
- May order recondition or destruction of produce deemed to be below minimum standards.
- Assists with inspection of nurseries for plant pest and diseases.
- Assists with inspection of incoming plan shipments for evidence of disease, pests, or noxious weed seeds.
- Assists with inspection of transported agricultural commodities to insure that they are free from injurious insects or plant disease.
- Issues pesticide permits and may inspect pesticide application to crops.
- Assists with the inspection of apiaries.
- Assists with the examination of fields, orchards, roadways, and cultivated areas to determine the location and extent of rodent, weed, bird, insect, predator, and plant disease infestations.
- Assists with the control and eradication of plants, weeds, rodents, birds, and other pests.
- May certify or specify the treatment of agricultural products as a condition of movement or shipment.
- Assists with inspecting seeds and seed shipments for noxious weed seeds.
- May operate trucks, spray rigs, and other equipment.
- May assist with applying herbicides for weed and brush control.
- Assists with inspecting, testing, and sealing commercial weighing and measuring devices.
- Assists with weighing, measuring, and counting the contents of packaged commodities to verify the accuracy of labels.
- Assists with inspecting and investigating weigh master licenses.
- Collects petroleum product samples for testing to insure stated qualities.
- Investigates complaints related to consumer transactions.
- Prepares records and reports of inspections and tests conducted.
- Takes appropriate enforcement actions.
- Performs needed maintenance on equipment.
- Provides information to growers and homeowners regarding pest problems.
- Assists with gathering information for annual crop reports.

AGRICULTURAL AND STANDARDS INSPECTOR I – 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; walk, stand, or crouch on narrow, slippery, and erratically moving surfaces. Stoop, kneel, bend to pick up or move heavy objects; physical ability to lift and carry objects weighing up to 50 lbs. May crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces. Need normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed both in office and outdoor environments; some exposure to controlled and hazardous substances; some exposure to smoke, gases, and fumes; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic knowledge and understanding of pertinent State and Federal laws and regulations related to the functions of the County Agricultural Commissioner and the Sealer of Weights and Measures.
- Proper inspection methods and procedures.
- Statistical testing techniques.
- Common agricultural practices of County crops.
- Construction, mechanics, and operation of scales, meters, and other weighing and measuring devices.
- Proper packaging and identification of commodity contents.
- Common pest control methods.
- Microsoft Office Suite

Ability to:

- Assist with the interpretation and enforcement of agricultural and weights and measures laws and regulations.
- Perform field inspections and gather a variety of information and data.
- Assist with gathering and maintaining information concerning County crops.
- Prepare and maintain records and reports.
- Understand and carry out oral and written directions and policies.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.
- Operate trucks, dollies, cranes, ATVs and spray trucks.
- Travel extensively throughout Plumas and Sierra counties.

AGRICULTURAL AND STANDARDS INSPECTOR I - 4

Training and Experience:

Qualifications needed for this position:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in agricultural, biological, chemical or physical sciences;

OR

Equivalent to a Bachelor's degree from an accredited college or university with major course work in any discipline with a minimum of 30 semester units in one or any combination of the following disciplines: agricultural, biological, chemical or physical sciences.

One year of weights and measures enforcement or agricultural pest control experience is desirable.

Special Requirements:

Possession of minimum qualifications for admittance to State of California qualifying examinations for County Agricultural Inspector and Weights and Measures licenses.

Possession of one or more Agricultural and Standards Inspector/Biologist or Weights and Measures Inspector core licenses issued by the California Department of Food and Agriculture County Licensing Program, within one (1) year of an appointment to the position.

**Core Licenses: Pesticide Regulation, Investigation and Environmental Monitoring, Integrated Pest Management, Commodity Regulation, Pest Prevention and Plant Regulation, Weight Verification, Measurement Verification, and Transaction and Product Verification.*

Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment and maintained throughout employment. The Commissioner/Sealer may require possession of a Commercial Driver's License based upon the program needs of the department.

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.

AGRICULTURAL AND STANDARDS INSPECTOR II**DEFINITION**

Under general supervision, perform routine and complex inspections and investigations to enforce laws and regulations pertaining to the California Food and Agricultural Code, Business and Professions Code, and the California Code of Regulation. Perform pest regulation, pest prevention, inspection, to inspect and test weighing and measuring devices; to verify consumer transactions and product quality; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first experienced working level in the Agricultural and Standards Inspector class series. Incumbents are expected to be licensed and work in at least three of the fields (including Pesticide Regulation, Pest Prevention, and Weight Verification), requiring State licensing to County agricultural and weights and measures inspection and enforcement.

REPORTS TO

Agricultural Commissioner/Sealer of Weights and Measures or Agricultural and Standards Inspector III as designated

CLASSIFICATIONS DIRECTLY SUPERVISED

None

AGRICULTURAL AND STANDARDS INSPECTOR II - 2

EXAMPLES OF DUTIES

- Inspects fruits, nuts, vegetables, honey, eggs, or other agricultural commodities in markets, packinghouses, and storage areas for compliance with regulations related to standards and grades.
- Issues certificates of inspection.
- May order reconditioning or destruction of produce deemed to be below minimum standards.
- Inspects nurseries for plant pest and diseases.
- Inspects incoming plant shipments for evidence of disease, pests, or noxious weed seeds.
- Inspects transported agricultural commodities to insure that they are free from injurious insects or plant disease.
- Issues pesticide permits and may inspect pesticide application to crops.
- Inspects apiaries, examines fields, orchards, roadways, and cultivated areas to determine the location and extent of rodent, weed, bird, insect, predator, and plant disease infestations.
- Controls and eradicates plants, weeds, rodents, birds, and other pests.
- May certify or specify the treatment of agricultural products as a condition of movement or shipment.
- Inspects seeds and seed shipments for noxious weed seeds.
- May operate trucks, spray rigs, and other equipment.
- May apply herbicides for weed and brush control.
- Inspects, tests, and seals commercial weighing and measuring devices.
- Weighs, measures, and counts the contents of packaged commodities to verify the accuracy of labels.
- Inspects and investigates weigh master licenses; collects petroleum product samples for testing to insure stated qualities.
- Investigates complaints related to consumer transactions.
- Prepares records and reports of inspections and tests conducted.
- Takes appropriate enforcement actions.
- Performs needed maintenance on equipment.
- Provides information to growers and homeowners regarding pest problems.
- Gathers information for annual crop reports.
- May provide training for less experienced staff.

AGRICULTURAL AND STANDARDS INSPECTOR II - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; walk, stand, or crouch on narrow, slippery, and erratically moving surfaces. Stoop, kneel, bend to pick up or move heavy objects; physical ability to lift and carry objects weighing up to 50 lbs. May crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces. Need normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed both in office and outdoor environments; some exposure to controlled and hazardous substances; some exposure to smoke, gases, and fumes; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Pertinent State and Federal laws and regulations related to the functions of the County Agricultural Commissioner and the Sealer of Weights and Measures.
- Law enforcement powers, procedures, and policies of the County Agricultural Commissioner and Sealer of Weights and Measures.
- Proper inspection methods and procedures.
- Statistical testing techniques.
- Construction, mechanics, and operation of scales, meters, and other weighing and measuring devices.
- Proper packaging and identification of commodity contents.
- Common agricultural practices of County crops.
- Common pest control methods.
- Microsoft Office Suite

Ability to:

- Interpret and enforce agricultural and weights and measures laws and regulations.
- Impartially perform field inspections and gather a variety of information and data.
- Gather and maintain information concerning County crops.
- Prepare and maintain records and reports.
- Understand and carry out oral and written directions and policies.
- Work independently.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.
- Operate trucks, dollies, cranes, ATVs and spray trucks.
- Travel extensively throughout Plumas and Sierra counties.

AGRICULTURAL AND STANDARDS INSPECTOR II - 4

Training and Experience:

Qualifications needed for this position:

At least one (1) year of inspection and enforcement experience comparable to that of an Agricultural and Standards Inspector I with Plumas County.

Possession of one or more valid statewide specific category license as a County Weights and Measures Inspector or County Agricultural Inspector/Biologist; **OR**

Possession of a bachelor's degree from an accredited four-year college with specialization in one or more appropriate disciplines in agricultural, biological, chemical, or physical sciences as approved by the California Department of Food and Agriculture; **OR**

Possession of a Bachelor's degree from an accredited four-year college in any discipline with a minimum of 30 semester units, or equivalent, in one or any combination of the following disciplines: Agricultural Science, Biological Science, Chemical Science, Physical Science, Mathematics, and/or Statistics.

Special Requirements: Possession of at least three (3) core licenses of eligibility (including Pesticide Regulation, Pest Prevention, and Weight Verification) as a County Agricultural Biologist or County Weights and Measures Inspector as determined by the Agricultural Commissioner and Sealer of Weights and Measures. Ability to obtain and maintain required licenses is a condition of continued employment.

**Core Licenses: Pesticide Regulation, Investigation and Environmental Monitoring, Integrated Pest Management, Commodity Regulation, Pest Prevention and Plant Regulation, Weight Verification, Measurement Verification, and Transaction and Product Verification.*

Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles. The Commissioner/Sealer may require possession of a Commercial Driver's License based upon the program needs of the department.

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.

AGRICULTURAL AND STANDARDS INSPECTOR III**DEFINITION**

Under general supervision, to perform routine and complex investigations and enforce laws and regulations pertaining to the California Food and Agricultural Code, Business and Professions Code, and the California Code of Regulation; to provide training for less experienced staff; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced experienced working level in the Agricultural and Standards Inspector class series. Incumbents are expected to be licensed and work in all of the fields requiring State licensing to County agricultural and weights and measures inspection and enforcement. Assignments may also include lead direction and training responsibilities.

REPORTS TO

Agricultural Commissioner/Sealer of Weights and Measures

CLASSIFICATIONS DIRECTLY SUPERVISED

Supervision of Agricultural and Standards Technician, Agricultural and Standards Inspector I / II as needed

AGRICULTURAL AND STANDARDS INSPECTOR III - 2

ESSENTIAL TASKS

- Develops effective working relationships with the agricultural and business communities; provides customer service in compliance with departmental policies.
- Prepares and maintains records of inspections and analyzes statistical reports; gathers evidence for appropriate enforcement action by the department; initiates corrective actions as needed; testifies in court and hearings as needed.
- Assists in preparing illness investigation reports and in conducting crop loss complaint investigations.
- Inspects fruits, nuts, vegetables, honey, eggs, or other agricultural commodities in markets, packinghouses, and storage areas for compliance with regulations related to standards and grades.
- Inspects and monitors petroleum octane, labeling, price signs, and advertising to ensure accuracy and compliance with regulations; tests for sediment and water contamination in petroleum fuels.
- Inspects and certifies agricultural products and commodities for compliance with State Codes and Regulations; regulates, inspects, and approves producers, markets, apiaries, nurseries, and growers; monitors and accredits grain and seed mills.
- Assists in the inspection of commodities being shipped to foreign countries and other states.
- Issues certificates of inspection.
- Audits records of growers, pest control operators and dealers; investigates pesticide illness and crop loss episodes; licenses and regulates agricultural pest control applicators and operators.
- Inspects nurseries for plant pests and diseases.
- Inspects apiaries for presence or absence of bee diseases; collects and submits samples.
- Identifies agricultural pests and diseases; enforces plant quarantine regulations; assists in the detection, eradication, and control of pests and diseases; collects various agricultural samples for delivery to State lab for testing and identification.
- Conducts pesticide use enforcement; inspects and issues pesticide permits to growers and pest control operators; maintains permit control records on computer; registers pest control advisors and pilots.
- Inspects incoming plant shipments for evidence of disease, pests, or noxious weed seeds.
- Issues pesticide permits and may inspect pesticide application to crops; inspects apiaries.
- Inspects pesticide containers, equipment, applicators, and storage facilities; regulates the use of restricted and non-restricted pesticides.
- May operate trucks, spray rigs, and other equipment.
- Operates a variety of specialized equipment, including gas, petroleum, and electrical meter test apparatus, heavy capacity weight truck, hydraulic crane, and weight dolly.
- May apply herbicides for weed and brush control.
- Conducts weed control on roadsides and other County-owned rights-of-way; calibrates, maintains and repairs spray equipment; mixes chemicals for weed control use.
- Inspects, tests and seals commercial weighing and measuring devices.
- Weighs, measures and counts the contents of packaged commodities to verify the accuracy of labels.
- Tests, samples, and weighs packaged retail and wholesale commodities for compliance with weights and measures laws and regulations; issues off-sale orders as required.

AGRICULTURAL AND STANDARDS INSPECTOR III - 3

ESSENTIAL TASKS – continued:

- Inspects and investigates weigh master licenses.
- Investigates complaints related to consumer transactions.
- May provide training for less experienced staff.
- Development and administration of grants.
- Performs general office work as required, including but not limited to preparing reports and correspondence, entering computer data, copying and filing documents, answering the phone, assisting the public, etc.
- Perform related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; walk, stand, or crouch on narrow, slippery, and erratically moving surfaces. Stoop, kneel, bend to pick up or move heavy objects; physical ability to lift and carry objects weighing up to 50 lbs. May crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces. Need normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed both in office and outdoor environments; some exposure to controlled and hazardous substances; some exposure to smoke, gases, and fumes; continuous contact with staff and the public.

AGRICULTURAL AND STANDARDS INSPECTOR III - 4

DESIRABLE QUALIFICATIONS

Knowledge of:

- Pertinent State and Federal laws and regulations related to the functions of the County Agricultural Commissioner and the Sealer of Weights and Measures.
- Law enforcement powers, procedures, and policies of the County Agricultural Commissioner and Sealer of Weights and Measures.
- Proper inspection methods and procedures.
- Statistical testing techniques.
- Construction, mechanics, and operation of scales, meters, and other weighing and measuring devices.
- Proper packaging and identification of commodity contents.
- Treatment and control of plant pests and diseases.
- Agricultural practices of County crops.
- Principles of training and program coordination.
- Microsoft Office Suite (Excel, Word, etc.)

Ability to:

- Interpret and enforce agricultural and weights and measures laws and regulations.
- Impartially perform field inspections and gather a variety of information and data.
- Provide training for other staff.
- Perform specialized work assignments.
- Gather and maintain information concerning County crops.
- Prepare and maintain records and reports.
- Understand and carry out oral and written directions and policies.
- Work independently.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.
- Operate trucks, dollies, cranes, ATVs, spray trucks, and other necessary equipment in an efficient and safe manner.
- Travel extensively throughout Plumas and Sierra counties.

AGRICULTURAL AND STANDARDS INSPECTOR III - 5

Training and Experience:

Qualifications needed for this position:

Possession of a Bachelor's degree from an accredited college/university with a specialization in one or more appropriate disciplines in agricultural, biological, chemical, or physical sciences as approved by the California Department of Food and Agriculture. Per State of California Food and Agricultural Code Section 2106, 2101, 2102, or 2103.

Two (2) years of experience comparable to that of an Agricultural and Standards Inspector II in the County.

Special Requirements:

Possession of all eight* Agricultural Biologist and Weights and Measures Licenses of eligibility as a County Agricultural or County Weights and Measures Inspector as determined by the Agricultural Commissioner and Sealer of Weights and Measures. Maintenance of required licenses is a condition of continued employment.

**Core Licenses: Pesticide Regulation, Investigation and Environmental Monitoring, Integrated Pest Management, Commodity Regulation, Pest Prevention and Plant Regulation, Weight Verification, Measurement Verification, and Transaction and Product Verification.*

Position requires certification within one (1) year and maintain an Authorized Certification Official (ACO) accreditation by the United States Department of Agriculture Animal and Plant Health Inspection Services.

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment and maintained throughout employment. The Commissioner/Sealer may require possession of a Commercial Driver's License based upon the program needs of the department.

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.

AGRICULTURAL AND STANDARDS MANAGEMENT ANALYST I**DEFINITION**

Under supervision, to perform surveys, studies and analysis of budgetary, administrative organizational and operational matters of the Department of Agriculture/Weights and Measures; to develop, implement and evaluate policies, plans and programs and do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a specialized classification for the Department of Agriculture/Weights & Measures. This is the entry and first experienced level in the Agricultural and Standards Management Analyst class series. Incumbents are expected to learn and perform increasingly difficult and complex management analyst tasks and conduct management studies for California Department of Agriculture (CDFA), Department of Measurement Standards (DMS). Incumbents are expected to increase their skill in knowledge of budgetary, administrative, fiscal, operational areas of CDFA, DMS and County government.

REPORTS TO

Deputy Agricultural Commissioner/Sealer or Agricultural Commissioner Sealer of Weights and Measures

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLE OF DUTIES

- Performs general and specialized studies, surveys, and analysis to matters of federal, state and county government operations.
- Reviews revenues and expenditures requests from federal, state agencies and county departments.
- Assists in compiling and analyzing information relating to California Department of Food and Agriculture (CDFA) and Department of Measurement Standards (DMS).
- Monitors and tracks revenues and expenditures of various federal and state contracts and grants.
- Performs a wide variety of specialized office management, administrative support, and fiscal support assignments for the Deputy Agricultural Commissioner/Sealer or Agricultural Commissioner/Sealer of Weights and Measures.
- Assist the public with application and permit procedures, including preliminary reviews of materials.
- Studies and makes recommendations related to administrative and operational policies and procedures.
- Monitors department compliance with federal and state regulation.
- Gathers, tabulates and analyzes data and information.
- Develops recommendations and prepares reports.
- Assist in developing grant applications and administering grants.
- Makes oral and written presentations to various commissions and boards.
- May coordinate the development of bids and specifications for major purchases.
- Administer or negotiate leases and service contracts.
- May represent the Department of Agriculture at meetings and conferences.
- Provide support to the Departments Safety Representative (DSR).
- Performs a variety of staff support duties and other specialized functions as assigned by the Deputy Agricultural Commissioner/Sealer or Agricultural Commissioner Sealer of Weights and Measures.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment with continuous contact with staff and public. Some field trips will be necessary to attend training/meetings, visit outstation county departments, staff, programs and operations.

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF

- Local government origination, operation and legislative process
- Statistical methods and practices of financial administration including governmental accounting
- Functions, originations and programs of local government in California
- Basic research methods and techniques
- Effective oral and written communication presentations
- Organization functions programs and policies of California Department of Food and Agriculture (CDFA), Department of Measurement Standards (DMS), and Plumas County Government

ABILITY TO

- Perform a variety of specialized analytical studies
- Interpret, explain, and apply a variety of CDFA, DMS, County and Departmental policies, rules, and regulations
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority
- Effectively present ideas and recommendations orally and in writing
- Analyze and evaluate a variety of information researching and gathering appropriate data to resolve problems
- Develop and administer grants
- Prepare a variety of comprehensive reports
- Effectively represent the programs and functions of the Department of Agriculture/Weights and Measures with public, community organizations, and other county staff, and other government agencies
- Establish and maintain effective working relationships

Training and Experience:

Qualifications needed for this position:

Possession of a bachelor's degree in public or business administration or a related field,

Job related experience may be substituted for educational requirements on a year-to-year basis. Job related experience would be defined as experience performing duties set forth in the "Examples of Duties" in this job description.

SPECIAL REQUIREMENTS

Possession of an appropriate California Driver's License issued by the State Department of Motor Vehicles. The valid California Driver's License must be maintained throughout 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.

AGRICULTURAL AND STANDARDS MANAGEMENT ANALYST II**DEFINITION**

Under supervision, to perform surveys, studies and analysis of budgetary, administrative organizational and operational matters of the Department of Agriculture/Weights and Measures; to develop, implement and evaluate policies, plans and programs and do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a specialized classification for the Department of Agriculture and Weights & Measures. This is the experienced to advanced experienced level in the Agricultural and Standards Management Analyst series. Incumbents are expected to learn and perform increasingly difficult and complex Agricultural and Standards Management Analyst studies for California Department of Food & Agriculture (CDFA), Department of Measurement Standards (DMS), and County Departments.

REPORTS TO

Deputy Agricultural Commissioner or Agricultural Commissioner Sealer of Weights and Measures or receives direct or general supervision from assigned supervisory or management personnel.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

AGRICULTURAL AND STANDARDS MANAGEMENT ANALYST II- 2

EXAMPLE OF DUTIES

- Performs general and specialized studies, surveys, and analysis to matters of federal, state and county government operations.
- Reviews revenues and expenditures requests from federal, state agencies and county departments.
- Assists in compiling and analyzing information relating to California Department of Food and Agriculture (CDFA) and Department of Measurement Standards (DMS).
- Monitors revenues and expenditures of various federal and state contracts and grants.
- Performs a wide variety of specialized office management, administrative support, and fiscal support assignments for the Agricultural Commissioner/Sealer of Weights and Measures.
- Assist the public with application and permit procedures, including preliminary reviews of materials.
- Studies and makes recommendations related to administrative and operational policies and procedures.
- Monitors department compliance with federal and state regulation.
- Gathers, tabulates and analyzes data and information.
- Develops recommendations and prepares reports.
- Assist in developing grant applications and administering grants.
- Makes oral and written presentations to various commissions and boards.
- May coordinate the development of bids and specifications for major purchases.
- Administer or negotiate leases and service contracts.
- May represent the Department of Agriculture at meetings and conferences.
- Provide support to the Departments Safety Representative (DSR).
- Performs a variety of staff support duties and other specialized functions as assigned by the Agricultural Commissioner/Sealer of Weights and Measures.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment with continuous contact with staff and public. Some field trips will be necessary to attend training/meetings, visit outstation county departments, staff, programs and operations.

AGRICULTURAL AND STANDARDS MANAGEMENT ANALYST II -3

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF

- Local government origination operation and legislative process
- Statistical methods and practices of financial administration including governmental accounting
- Functions, originations and programs of local government in California
- Basic research methods and techniques
- Effective oral and communication styles
- Organization functions programs and policies of Plumas County Government

ABILITY TO

- Perform a variety of specialized analytical studies
- Effectively present ideas and recommendations orally and in writing
- Analyze and evaluate a variety of information researching and gathering appropriate data to resolve problems
- Develop and administer grants
- Interpret, explain, and apply a variety of Federal, State, County and Departmental policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgement in recognizing scope of authority.
- Prepare a variety of comprehensive reports
- Effectively represent the programs and functions of the Department of Agriculture/Weights and Measures with public, community organizations, and other county staff, and other government agencies
- Establish and maintain effective working relationships

AGRICULTURAL AND STANDARDS MANAGEMENT ANALYST II - 4

TRAINING AND EXPERIENCE:

Qualifications needed for this position are:

Possession of a bachelor's degree in public or business administration or a related field. Two (2) years of experience in performing the duties and responsibilities relevant to that of an Agricultural and Standards Management Analyst I with Plumas County.

Job related experience may be substituted for educational requirements on a year-to-year basis. Job related experience would be defined as experience performing duties set forth in the "Examples of Duties" in this job description.

Special Requirements:

Possession of 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.

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 AGRICULTURAL COMMISSIONER/SEALER OF
WEIGHTS AND MEASURES**

DEFINITION

Under the direction of the Agricultural Commissioner/Sealer of Weights and Measures assists in planning, organizing, directing and supervising all functions of departmental programs; enforces laws and regulations pertaining to California Food and Agriculture Code, Business Professions Code, and the California Code of Regulations.

DISTINGUISHING CHARACTERISTICS

This single position supervisory and specialist class who assists the Agricultural Commissioner / Sealer in the general management and supervision of the Department. Assists the Agricultural Commissioner/Sealer of Weights and Measures in planning, coordinating and directing the operations of the department. Conducts all phases of agricultural and weights and measures inspections; represents the department at state and local meetings as directed; assists in conducting office hearings on agricultural and weights and measures violations. Prepares a variety of reports and correspondence; acts as department Safety Officer and Coordinator; develops and maintains department training programs. Coordinates the temporary reassignment of personnel to handle heavy workloads or coverage due to absence; ensures safe conduct of department operations; makes presentations to interested groups on departmental programs as requested. Acts for the Agricultural Commissioner/Sealer of Weights and Measures and supervises staff in their absence.

REPORTS TO

Agricultural Commissioner/Sealer of Weights and Measures

CLASSIFICATIONS DIRECTLY SUPERVISED

Exercises direct supervision over Agricultural and Standards Inspectors I/II/III, Agricultural and Standards Technician I/II/III, clerical and extra help/seasonal employees

DEPUTY AGRICULTURAL COMMISSIONER/SEALER - 2

EXAMPLES OF DUTIES

- Assist with the development and implementation of goals, objectives, policies, and procedures maintaining statewide uniformity of program operations for agricultural, weights, measures inspection, and trapping activities.
- Supervises subordinate Agricultural and Standards Inspectors; supervisory duties include instructing, planning and assigning work, reviewing work, maintaining standards, coordinating activities, and acting on employee problems.
- Direct, oversee and participate in the development of agricultural, weights and measures inspection and trapping work plans, assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.
- Guides and assists staff; provides coaching, counseling and direction to staff on program management, technical skills, and professional responsibilities.
- Recommend the appointment of personnel; provide or coordinate staff training; recommend discipline; implement discipline procedures as directed; maintain discipline and high standards necessary for the efficient and professional operation of the Department.
- Perform agricultural and weights and measures inspections, in especially difficult or complex situations or as a technical advisor to inspectors in the field; schedule, prepare and conduct training sessions for technical personnel.
- Periodically prepare and submit regulatory reports to various agencies; review requests and issue a variety of permits and certificates including restricted material permits and qualified applicator certificates; and review pest control operator and grower pesticide use reports.
- Initiate and conduct investigations based on consumer complaints; enforce corrective actions and non-compliance and/or pursue civil action in particularly difficult or sensitive cases.
- Assist in budget preparation for agricultural, weights and measures inspection and trapping activities; assist in budget implementation; participate in the forecast of funds needed for staffing, equipment, materials and supplies; administer the approved budget.
- Build and maintain positive working relationships with co-workers, other County employees and the public using principles of good customer service.
- Represent the Department to outside agencies and organizations; participate in outside community and professional groups and committees; provide technical assistance to the Agricultural Commissioner/ Sealer as needed.
- Provides information and interacts with the public on agriculture related problems falling within the confines of the Agricultural Commissioner's office
- Research and prepare technical and administrative reports; prepare written correspondence.
- Perform related duties as assigned.

DEPUTY AGRICULTURAL COMMISSIONER/SEALER - 3

TYPICAL PHYSICAL REQUIREMENTS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to inspect County sites, to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is partially a sedentary office classification; the job also involves field inspection work requiring frequent walking at inspection site areas to monitor performance and to identify problems or hazards; standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Must possess the ability to lift, carry, push, and pull materials and objects, up to 50 pounds, as necessary to perform job functions.

TYPICAL WORKING CONDITIONS

Employees partially work in an office environment with moderate noise levels and controlled temperature conditions, and partially in the field and may occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures

DESIRABLE QUALIFICATIONS

Knowledge of:

- Duties and responsibilities of the County Department of Agriculture and Weights and Measures
- Pertinent federal, state and county laws, regulations, policies, and agreements
- Principles and practices of agricultural and weights and measures programs
- Administrative principles and practices of program development, implementation and evaluation
- Budget preparation and fiscal management; principles of supervision and effective supervisory methods
- Principles of personnel selection, management, office procedures and records management

Ability to:

- Apply modern principles and practices of supervision and management
- Correctly interpret and enforce applicable rules and regulations
- Establish and maintain cooperative relationships with individuals and groups
- Prepare periodic progress and statistical reports, and correspondence
- Compose and deliver concise and accurate public presentations while communicating in a clear and efficient manner analyze problems, identify

DEPUTY AGRICULTURAL COMMISSIONER/SEALER - 4

Ability to - continued:

- alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Communicate clearly and concisely, both orally and in writing
- Gain cooperation through discussion and persuasion.
- Interpret and apply County and Department policies, procedures, rules and regulations.
- Establish and maintain effective working relationships with those contacted in the course of work.

Training and Experience:

Qualifications needed for this position:

Graduation from an accredited college or university with a Bachelor's degree specializing in agriculture, biological, chemical or physical sciences; or any discipline with a minimum 30 semester units, or equivalent, in one or any combination of the following disciplines: agricultural science, biological science, chemical science, physical science, mathematics, and/or statistics. Possession of the required licenses fulfills any educational requirements normally associated with this position.

Two (2) years' experience in agriculture, biological, or physical science related fields with one (1) year lead of supervisory experience preferred.

Special requirements:

Possession of California State Licenses as either a Deputy Agricultural Commissioner or a Deputy Sealer of Weights and Measures with the remaining License obtained within two (2) years of employment.

Possession of a valid driver's license as required by the position. Proof of adequate vehicle insurance and medical clearance may also be required.

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 case of an emergency.

AGRICULTURAL AND STANDARDS INSPECTOR I

DEFINITION

Under supervision, to ~~make~~ perform routine and complex inspections and investigations, to enforce laws and regulations pertaining to the California Food and Agricultural Code, Business and Professions Code, and the California Code of Regulation; to learn and perform pest regulation, pest prevention, inspection, and regulation; to inspect and test weighing and measuring devices; to verify consumer transactions and product quality; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Agricultural and Standards Inspector class series. Incumbents work under relatively close supervision until they gain experience and obtain the requisite State Licenses to work as an experienced Agricultural and Standards Inspector. Part-time positions with limited seasonal assignments may remain permanently allocated to this class.

REPORTS TO

Agricultural Commissioner/Sealer of Weights and Measures.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

AGRICULTURAL AND STANDARDS INSPECTOR I - 2

EXAMPLES OF DUTIES

- Assists with inspections of fruits, nuts, vegetables, honey, eggs, or other agricultural commodities in markets, packing houses, and storage areas for compliance with regulations related to standards and grades.
- Issues certificates of inspection.
- May order recondition or destruction of produce deemed to be below minimum standards.
- Assists with inspection of nurseries for plant pest and diseases.
- Assists with inspection of incoming plan shipments for evidence of disease, pests, or noxious weed seeds.
- Assists with inspection of transported agricultural commodities to insure that they are free from injurious insects or plant disease.
- Issues pesticide permits and may inspect pesticide application to crops.
- Assists with the inspection of apiaries.
- Assists with the examination of fields, orchards, roadways, and cultivated areas to determine the location and extent of rodent, weed, bird, insect, predator, and plant disease infestations.
- Assists with the control and eradication of plants, weeds, rodents, birds, and other pests.
- May certify or specify the treatment of agricultural products as a condition of movement or shipment.
- Assists with inspecting seeds and seed shipments for noxious weed seeds.
- May operate trucks, spray rigs, and other equipment.
- May assist with applying herbicides for weed and brush control.
- Assists with inspecting, testing, and sealing commercial weighing and measuring devices.
- Assists with weighing, measuring, and counting the contents of packaged commodities to verify the accuracy of labels.
- Assists with inspecting and investigating weigh master licenses.
- Collects petroleum product samples for testing to insure stated qualities.
- Investigates complaints related to consumer transactions.
- Prepares records and reports of inspections and tests conducted.
- Takes appropriate enforcement actions.
- Performs needed maintenance on equipment.
- Provides information to growers and home-owners regarding pest problems.
- Assists with gathering information for annual crop reports.

AGRICULTURAL AND STANDARDS INSPECTOR I – 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; walk, stand, or crouch on narrow, slippery, and erratically moving surfaces; stoop, kneel, bend to pick up or move heavy objects; physical ability to lift and carry objects weighing up to 50 lbs.; crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed both in office and outdoor environments; some exposure to controlled and hazardous substances; some exposure to smoke, gases, and fumes; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic knowledge and understanding of pertinent State and Federal laws and regulations related to the functions of the County Agricultural Commissioner and the Sealer of Weights and Measures.
- Proper inspection methods and procedures.
- Statistical testing techniques.
- Common agricultural practices of County crops.
- Construction, mechanics, and operation of scales, meters, and other weighing and measuring devices.
- Proper packaging and identification of commodity contents.
- Common pest control methods.
- Microsoft Office Suite

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Ability to:

- Assist with the interpretation and enforcement of agricultural and weights and measures laws and regulations.
- Perform field inspections and gather a variety of information and data.
- Assist with gathering and maintaining information concerning County crops.
- Prepare and maintain records and reports.
- Understand and carry out oral and written directions and policies.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.
- Operate trucks, dollies, cranes, ATVs and spray trucks.
- Travel extensively throughout Plumas and Sierra counties.

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AGRICULTURAL AND STANDARDS INSPECTOR I - 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:

One year of weights and measures enforcement or agricultural pest control experience is desirable.

Equivalent to a Bachelor's degree from an accredited college or university with major course work in agricultural, biological, chemical or physical sciences; OR

Equivalent to a Bachelor's degree from an accredited college or university with major course work in any discipline with a minimum of 30 semester units in one or any combination of the following disciplines: agricultural, biological, chemical or physical sciences.

Advanced educational training in biological and/or agricultural sciences with courses in mathematics and physics in accordance with requirements for obtaining appropriate licenses.

Special Requirements:

Possession of minimum qualifications for admittance to State of California qualifying examinations for County Agricultural Inspector and Weights and Measures licenses.

Possession of An incumbent must obtain at least one or more Agricultural and Standards Inspector/Biologist or Weights and Measures Inspector core licenses issued by the California Department of Food and Agriculture County Licensing Program, within one (1) year of an appointment to the position.

*Core Licenses: Pesticide Regulation, Investigation and Environmental Monitoring, Integrated Pest Management, Commodity Regulation, Pest Prevention and Plant Regulation, Weight Verification, Measurement Verification, and Transaction and Product Verification.

License during the probationary period for permanent full-time employees.

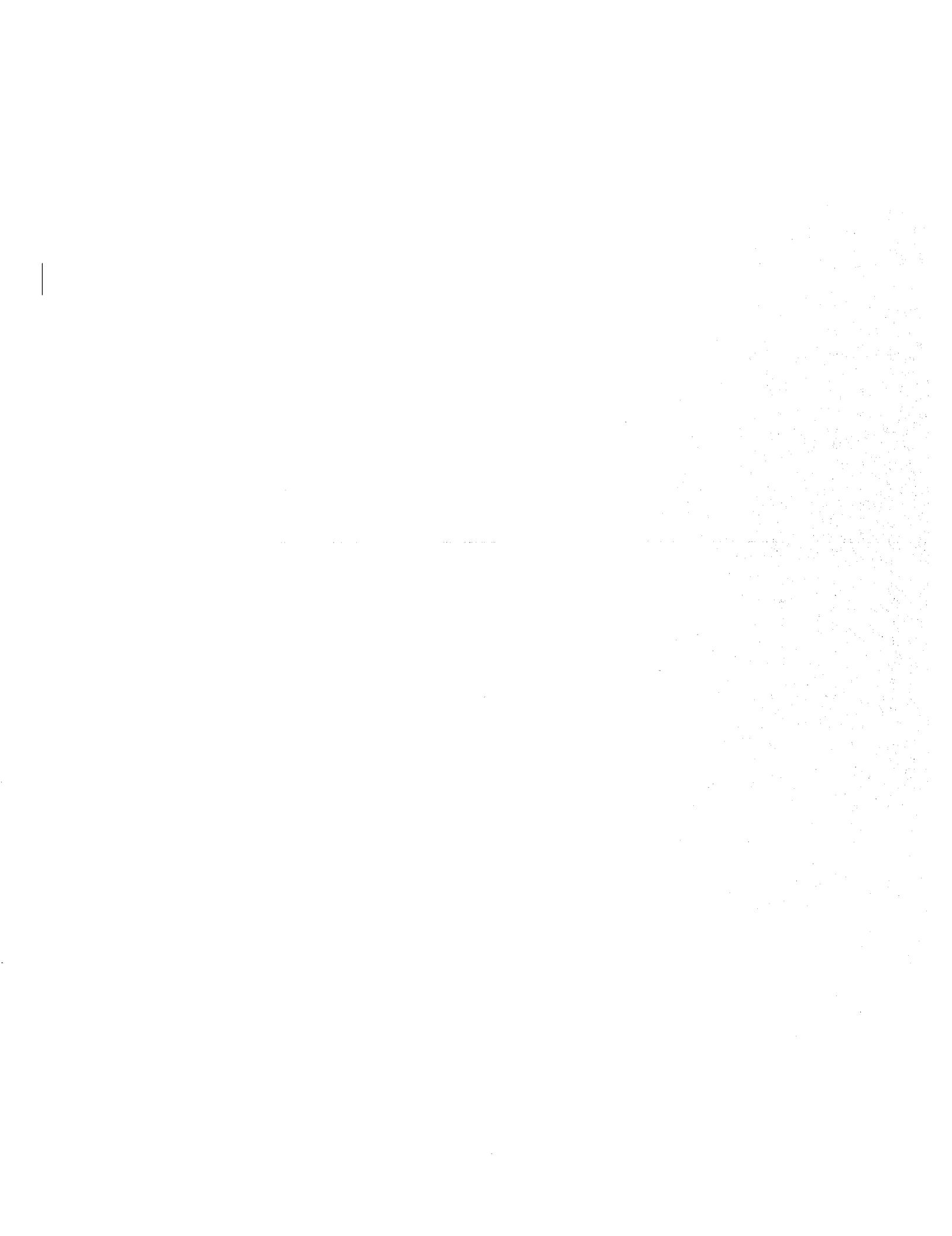
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Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment. The Commissioner/Sealer may require possession of a Commercial Driver's License based upon the program needs of the department.

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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.

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AGRICULTURAL AND STANDARDS INSPECTOR I**DEFINITION**

Under supervision, to perform routine and complex inspections and investigations; to enforce laws and regulations pertaining to the California Food and Agricultural Code, Business and Professions Code and the California Code of Regulation. Learn and perform pest regulation, pest prevention, inspection, and regulation. Inspect and test weighing and measuring devices; to verify consumer transactions and product quality; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Agricultural and Standards Inspector class series. Incumbents work under relatively close supervision until they gain experience and obtain the requisite State Licenses to work as an experienced Agricultural and Standards Inspector.

REPORTS TO

Agricultural Commissioner/Sealer of Weights and Measures or Agricultural and Standards Inspector III as designated

CLASSIFICATIONS DIRECTLY SUPERVISED

None

AGRICULTURAL AND STANDARDS INSPECTOR I - 2

EXAMPLES OF DUTIES

- Assists with inspections of fruits, nuts, vegetables, honey, eggs, or other agricultural commodities in markets, packinghouses, and storage areas for compliance with regulations related to standards and grades.
- Issues certificates of inspection.
- May order recondition or destruction of produce deemed to be below minimum standards.
- Assists with inspection of nurseries for plant pest and diseases.
- Assists with inspection of incoming plan shipments for evidence of disease, pests, or noxious weed seeds.
- Assists with inspection of transported agricultural commodities to insure that they are free from injurious insects or plant disease.
- Issues pesticide permits and may inspect pesticide application to crops.
- Assists with the inspection of apiaries.
- Assists with the examination of fields, orchards, roadways, and cultivated areas to determine the location and extent of rodent, weed, bird, insect, predator, and plant disease infestations.
- Assists with the control and eradication of plants, weeds, rodents, birds, and other pests.
- May certify or specify the treatment of agricultural products as a condition of movement or shipment.
- Assists with inspecting seeds and seed shipments for noxious weed seeds.
- May operate trucks, spray rigs, and other equipment.
- May assist with applying herbicides for weed and brush control.
- Assists with inspecting, testing, and sealing commercial weighing and measuring devices.
- Assists with weighing, measuring, and counting the contents of packaged commodities to verify the accuracy of labels.
- Assists with inspecting and investigating weigh master licenses.
- Collects petroleum product samples for testing to insure stated qualities.
- Investigates complaints related to consumer transactions.
- Prepares records and reports of inspections and tests conducted.
- Takes appropriate enforcement actions.
- Performs needed maintenance on equipment.
- Provides information to growers and homeowners regarding pest problems.
- Assists with gathering information for annual crop reports.

AGRICULTURAL AND STANDARDS INSPECTOR I – 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; walk, stand, or crouch on narrow, slippery, and erratically moving surfaces. Stoop, kneel, bend to pick up or move heavy objects; physical ability to lift and carry objects weighing up to 50 lbs. May crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces. Need normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed both in office and outdoor environments; some exposure to controlled and hazardous substances; some exposure to smoke, gases, and fumes; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic knowledge and understanding of pertinent State and Federal laws and regulations related to the functions of the County Agricultural Commissioner and the Sealer of Weights and Measures.
- Proper inspection methods and procedures.
- Statistical testing techniques.
- Common agricultural practices of County crops.
- Construction, mechanics, and operation of scales, meters, and other weighing and measuring devices.
- Proper packaging and identification of commodity contents.
- Common pest control methods.
- Microsoft Office Suite

Ability to:

- Assist with the interpretation and enforcement of agricultural and weights and measures laws and regulations.
- Perform field inspections and gather a variety of information and data.
- Assist with gathering and maintaining information concerning County crops.
- Prepare and maintain records and reports.
- Understand and carry out oral and written directions and policies.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.
- Operate trucks, dollies, cranes, ATVs and spray trucks.
- Travel extensively throughout Plumas and Sierra counties.

AGRICULTURAL AND STANDARDS INSPECTOR I - 4

Training and Experience:

Qualifications needed for this position:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in agricultural, biological, chemical or physical sciences;

OR

Equivalent to a Bachelor's degree from an accredited college or university with major course work in any discipline with a minimum of 30 semester units in one or any combination of the following disciplines: agricultural, biological, chemical or physical sciences.

One year of weights and measures enforcement or agricultural pest control experience is desirable.

Special Requirements:

Possession of minimum qualifications for admittance to State of California qualifying examinations for County Agricultural Inspector and Weights and Measures licenses.

Possession of one or more Agricultural and Standards Inspector/Biologist or Weights and Measures Inspector core licenses issued by the California Department of Food and Agriculture County Licensing Program, within one (1) year of an appointment to the position.

**Core Licenses: Pesticide Regulation, Investigation and Environmental Monitoring, Integrated Pest Management, Commodity Regulation, Pest Prevention and Plant Regulation, Weight Verification, Measurement Verification, and Transaction and Product Verification.*

Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment and maintained throughout employment. The Commissioner/Sealer may require possession of a Commercial Driver's License based upon the program needs of the department.

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

Revised: 11/95

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AGRICULTURAL AND STANDARDS INSPECTOR II

DEFINITION

Under general supervision, to ~~make~~ perform routine and complex inspections and ~~investigations to~~ enforce laws and regulations pertaining to the California Food and Agricultural Code, Business and Professions Code, and the California Code of Regulation; to perform pest regulation, pest prevention, inspection, and regulation; to inspect and test weighing and measuring devices; to verify consumer transactions and product quality; and to do related work as required.

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DISTINGUISHING CHARACTERISTICS

This is the first experienced working level in the Agricultural and Standards Inspector class series. Incumbents are expected to be licensed and work in at least three of the fields (including Pesticide Regulation, Pest Prevention, and Weight Verification), requiring State licensing to County agricultural and weights and measures inspection and enforcement.

REPORTS TO

Agricultural Commissioner/Sealer of Weights and Measures.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

AGRICULTURAL AND STANDARDS INSPECTOR II - 2

EXAMPLES OF DUTIES

- Inspects fruits, nuts, vegetables, honey, eggs, or other agricultural commodities in markets, packing houses, and storage areas for compliance with regulations related to standards and grades.
- Issues certificates of inspection.
- May order reconditioning or destruction of produce deemed to be below minimum standards.
- Inspects nurseries for plant pest and diseases.
- Inspects incoming plant shipments for evidence of disease, pests, or noxious weed seeds.
- Inspects transported agricultural commodities to insure that they are free from injurious insects or plant disease.
- Issues pesticide permits and may inspect pesticide application to crops.
- Inspects apiaries, examines fields, orchards, roadways, and cultivated areas to determine the location and extent of rodent, weed, bird, insect, predator, and plant disease infestations.
- Controls and eradicates plants, weeds, rodents, birds, and other pests.
- May certify or specify the treatment of agricultural products as a condition of movement or shipment.
- Inspects seeds and seed shipments for noxious weed seeds.
- May operate trucks, spray rigs, and other equipment.
- May apply herbicides for weed and brush control.
- Inspects, tests, and seals commercial weighing and measuring devices.
- Weighs, measures, and counts the contents of packaged commodities to verify the accuracy of labels.
- Inspects and investigates weigh master licenses; collects petroleum product samples for testing to insure stated qualities.
- Investigates complaints related to consumer transactions.
- Prepares records and reports of inspections and tests conducted.
- Takes appropriate enforcement actions.
- Performs needed maintenance on equipment.
- Provides information to growers and home-owners regarding pest problems.
- Gathers information for annual crop reports.
- May provide training for less experienced staff.

AGRICULTURAL AND STANDARDS INSPECTOR II - 3

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TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; walk, stand, or crouch on narrow, slippery, and erratically moving surfaces; stoop, kneel, bend to pick up or move heavy objects; physical ability to lift and carry objects weighing up to 50 lbs.; crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed both in office and outdoor environments; some exposure to controlled and hazardous substances; some exposure to smoke, gases, and fumes; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Pertinent State and Federal laws and regulations related to the functions of the County Agricultural Commissioner and the Sealer of Weights and Measures.
- Law enforcement powers, procedures, and policies of the County Agricultural Commissioner and Sealer of Weights and Measures.
- Proper inspection methods and procedures.
- Statistical testing techniques.
- Construction, mechanics, and operation of scales, meters, and other weighing and measuring devices.
- Proper packaging and identification of commodity contents.
- Common agricultural practices of County crops.
- Common pest control methods.
- Microsoft Office Suite

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Ability to:

- Interpret and enforce agricultural and weights and measures laws and regulations.
- Impartially perform field inspections and gather a variety of information and data.
- Gather and maintain information concerning County crops.
- Prepare and maintain records and reports.
- Understand and carry out oral and written directions and policies.
- Work independently.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.
- Operate trucks, dollies, cranes, ATVs and spray trucks.
- Travel extensively throughout Plumas and Sierra counties.

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AGRICULTURAL AND STANDARDS INSPECTOR 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:

At least one (1) year of inspection and enforcement experience comparable to that of an Agricultural and Standards Inspector I with Plumas County. Advanced educational training in biological and/or agricultural sciences with courses in mathematics and physics in accordance with requirements for obtaining appropriate licenses.

Possession of one or more valid statewide specific category license as a County Weights and Measures Inspector or County Agricultural Inspector/Biologist; or

Possession of a bachelor's degree from an accredited four-year college with specialization in one or more appropriate disciplines in agricultural, biological, chemical, or physical sciences as approved by the California Department of Food and Agriculture; or

Possession of a Bachelor's degree from an accredited four-year college in any discipline with a minimum of 30 semester units, or equivalent, in one or any combination of the following disciplines: Agricultural Science, Biological Science, Chemical Science, Physical Science, Mathematics, and/or Statistics.

Special Requirements: Possession of County Agricultural Inspector and Weights and Measures licenses in at least three of the fields at least three (3) core licenses of eligibility (including Pesticide Regulation, Pest Prevention, and Weight Verification) as a County Agricultural Biologist or County Weights and Measures Inspector as determined by the Agricultural Commissioner and Sealer of Weights and Measures (including Pesticide Regulation, Pest Prevention, and Weight Verification) in which licenses are available. Ability to obtain and maintain required licenses is a condition of continued employment.

**Core Licenses: Pesticide Regulation, Investigation and Environmental Monitoring, Integrated Pest Management, Commodity Regulation, Pest Prevention and Plant Regulation, Weight Verification, Measurement Verification, and Transaction and Product Verification.*

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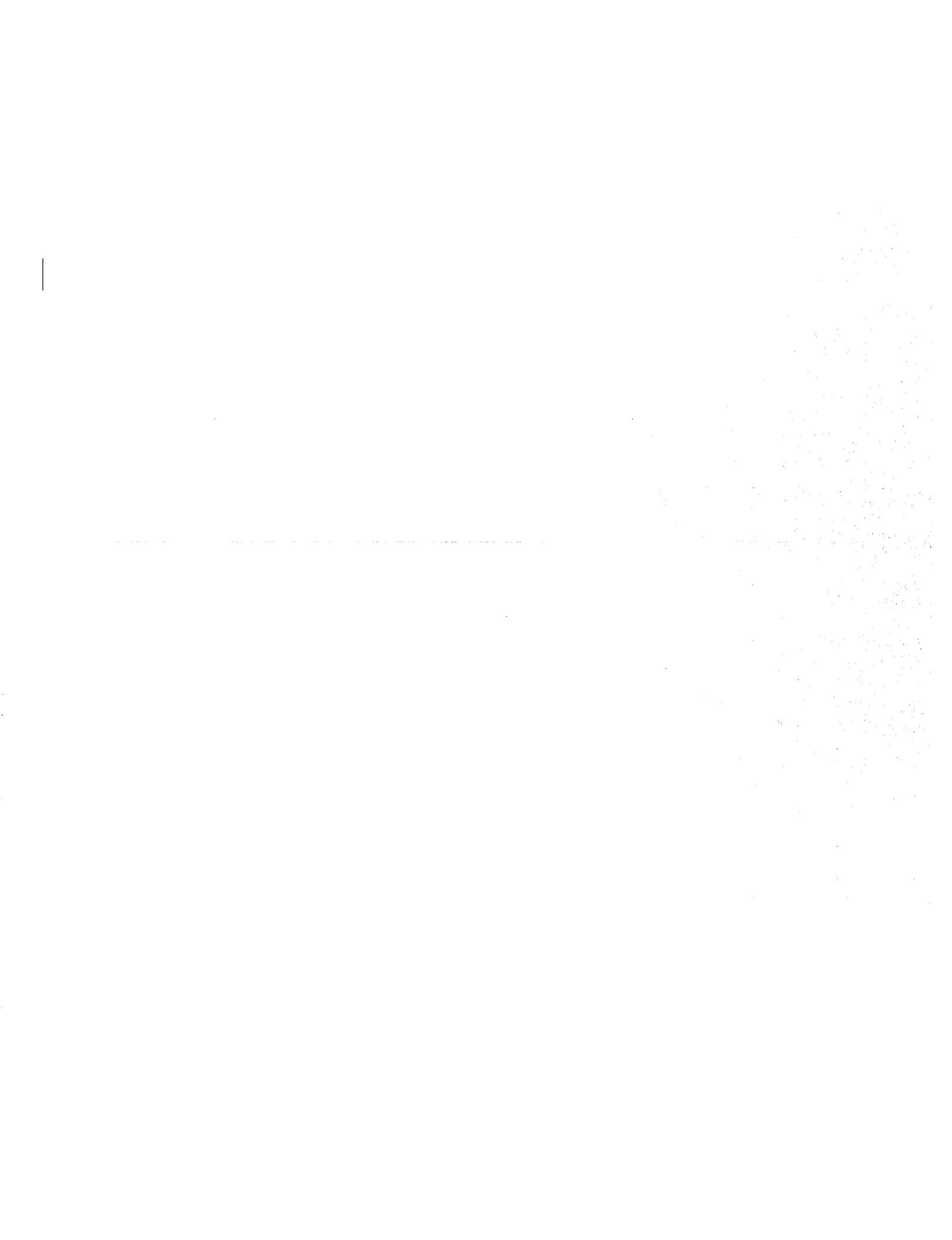
Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles. The Commissioner/Sealer may require possession of a Commercial Driver's License based upon the program needs of the department.

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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.

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AGRICULTURAL AND STANDARDS INSPECTOR II**DEFINITION**

Under general supervision, perform routine and complex inspections and investigations to enforce laws and regulations pertaining to the California Food and Agricultural Code, Business and Professions Code, and the California Code of Regulation. Perform pest regulation, pest prevention, inspection, to inspect and test weighing and measuring devices; to verify consumer transactions and product quality; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first experienced working level in the Agricultural and Standards Inspector class series. Incumbents are expected to be licensed and work in at least three of the fields (including Pesticide Regulation, Pest Prevention, and Weight Verification), requiring State licensing to County agricultural and weights and measures inspection and enforcement.

REPORTS TO

Agricultural Commissioner/Sealer of Weights and Measures or Agricultural and Standards Inspector III as designated

CLASSIFICATIONS DIRECTLY SUPERVISED

None

AGRICULTURAL AND STANDARDS INSPECTOR II - 2

EXAMPLES OF DUTIES

- Inspects fruits, nuts, vegetables, honey, eggs, or other agricultural commodities in markets, packinghouses, and storage areas for compliance with regulations related to standards and grades.
- Issues certificates of inspection.
- May order reconditioning or destruction of produce deemed to be below minimum standards.
- Inspects nurseries for plant pest and diseases.
- Inspects incoming plant shipments for evidence of disease, pests, or noxious weed seeds.
- Inspects transported agricultural commodities to insure that they are free from injurious insects or plant disease.
- Issues pesticide permits and may inspect pesticide application to crops.
- Inspects apiaries, examines fields, orchards, roadways, and cultivated areas to determine the location and extent of rodent, weed, bird, insect, predator, and plant disease infestations.
- Controls and eradicates plants, weeds, rodents, birds, and other pests.
- May certify or specify the treatment of agricultural products as a condition of movement or shipment.
- Inspects seeds and seed shipments for noxious weed seeds.
- May operate trucks, spray rigs, and other equipment.
- May apply herbicides for weed and brush control.
- Inspects, tests, and seals commercial weighing and measuring devices.
- Weighs, measures, and counts the contents of packaged commodities to verify the accuracy of labels.
- Inspects and investigates weigh master licenses; collects petroleum product samples for testing to insure stated qualities.
- Investigates complaints related to consumer transactions.
- Prepares records and reports of inspections and tests conducted.
- Takes appropriate enforcement actions.
- Performs needed maintenance on equipment.
- Provides information to growers and homeowners regarding pest problems.
- Gathers information for annual crop reports.
- May provide training for less experienced staff.

AGRICULTURAL AND STANDARDS INSPECTOR II - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; walk, stand, or crouch on narrow, slippery, and erratically moving surfaces. Stoop, kneel, bend to pick up or move heavy objects; physical ability to lift and carry objects weighing up to 50 lbs. May crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces. Need normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed both in office and outdoor environments; some exposure to controlled and hazardous substances; some exposure to smoke, gases, and fumes; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Pertinent State and Federal laws and regulations related to the functions of the County Agricultural Commissioner and the Sealer of Weights and Measures.
- Law enforcement powers, procedures, and policies of the County Agricultural Commissioner and Sealer of Weights and Measures.
- Proper inspection methods and procedures.
- Statistical testing techniques.
- Construction, mechanics, and operation of scales, meters, and other weighing and measuring devices.
- Proper packaging and identification of commodity contents.
- Common agricultural practices of County crops.
- Common pest control methods.
- Microsoft Office Suite

Ability to:

- Interpret and enforce agricultural and weights and measures laws and regulations.
- Impartially perform field inspections and gather a variety of information and data.
- Gather and maintain information concerning County crops.
- Prepare and maintain records and reports.
- Understand and carry out oral and written directions and policies.
- Work independently.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.
- Operate trucks, dollies, cranes, ATVs and spray trucks.
- Travel extensively throughout Plumas and Sierra counties.

AGRICULTURAL AND STANDARDS INSPECTOR II - 4

Training and Experience:

Qualifications needed for this position:

At least one (1) year of inspection and enforcement experience comparable to that of an Agricultural and Standards Inspector I with Plumas County.

Possession of one or more valid statewide specific category license as a County Weights and Measures Inspector or County Agricultural Inspector/Biologist; **OR**

Possession of a bachelor's degree from an accredited four-year college with specialization in one or more appropriate disciplines in agricultural, biological, chemical, or physical sciences as approved by the California Department of Food and Agriculture; **OR**

Possession of a Bachelor's degree from an accredited four-year college in any discipline with a minimum of 30 semester units, or equivalent, in one or any combination of the following disciplines: Agricultural Science, Biological Science, Chemical Science, Physical Science, Mathematics, and/or Statistics.

Special Requirements: Possession of at least three (3) core licenses of eligibility (including Pesticide Regulation, Pest Prevention, and Weight Verification) as a County Agricultural Biologist or County Weights and Measures Inspector as determined by the Agricultural Commissioner and Sealer of Weights and Measures. Ability to obtain and maintain required licenses is a condition of continued employment.

**Core Licenses: Pesticide Regulation, Investigation and Environmental Monitoring, Integrated Pest Management, Commodity Regulation, Pest Prevention and Plant Regulation, Weight Verification, Measurement Verification, and Transaction and Product Verification.*

Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles. The Commissioner/Sealer may require possession of a Commercial Driver's License based upon the program needs of the department.

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.

AGRICULTURAL AND STANDARDS INSPECTOR III

DEFINITION

Under general supervision, to perform routine and complex investigations, make inspections and enforce laws and regulations pertaining to the California Food and Agricultural Code, Business and Professions Code, and the California Code of Regulation; to perform pest regulation, pest prevention, inspection, and regulation; to inspect and test weighing and measuring devices; to verify consumer transactions and product quality; to perform specialized work assignments; to provide training for less experienced staff, and to do related work as required.

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DISTINGUISHING CHARACTERISTICS

This is the advanced experienced working level in the Agricultural and Standards Inspector class series. Incumbents are expected to be licensed and work in all of the fields requiring State licensing to County agricultural and weights and measures inspection and enforcement. Assignments may also include lead direction and training responsibilities.

REPORTS TO

Agricultural Commissioner/Sealer of Weights and Measures.

CLASSIFICATIONS DIRECTLY SUPERVISED

Supervision of Agricultural and Standards Technician.

May provide lead direction and training for other staff.

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apparatus, heavy capacity weight truck, hydraulic crane, and weight dolly.

- May apply herbicides for weed and brush control.
- Conducts weed control on roadsides and other County-owned rights-of-way; calibrates, maintains and repairs spray equipment; mixes chemicals for weed control use.
- Inspects, tests, and seals commercial weighing and measuring devices.
- Weighs, measures, and counts the contents of packaged commodities to verify the accuracy of labels.
- Tests, samples, and weighs packaged retail and wholesale commodities for compliance with weights and measures laws and regulations; issues off-sale orders as required.
- Inspects and investigates weigh master licenses.
- Collects petroleum product samples for testing to insure stated qualities.
- Investigates complaints related to consumer transactions.
- Prepares records and reports of inspections and tests conducted.
- Takes appropriate enforcement actions.
- Performs needed maintenance on equipment.
- Provides information to growers and home owners regarding pest problems.
- Gathers information for annual crop reports.
- May provide training for less experienced staff.
- Development and administration of grants.
- Performs general office work as required, including but not limited to preparing reports and correspondence, entering computer data, copying and filing documents, answering the phone, assisting the public, etc.
- Perform related duties as assigned.
- Has responsibility for overseeing assigned programs in the Department.

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TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; walk, stand, or crouch on narrow, slippery, and erratically moving surfaces; stoop, kneel, bend to pick up or move heavy objects; physical ability to lift and carry objects weighing up to 50 lbs.; crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

AGRICULTURAL AND STANDARDS INSPECTOR III - 3

TYPICAL WORKING CONDITIONS

Work is performed both in office and outdoor environments; some exposure to controlled and hazardous substances; some exposure to smoke, gases, and fumes; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Pertinent State and Federal laws and regulations related to the functions of the County Agricultural Commissioner and the Sealer of Weights and Measures.
- Law enforcement powers, procedures, and policies of the County Agricultural

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requirements for obtaining appropriate licenses. Possession of a Bachelor's degree from an accredited college/university with a specialization in one or more appropriate disciplines in agricultural, biological, chemical, or physical science as approved by the California Department of Food and Agriculture.

Two (2) years of experience comparable to that of an Agricultural and Standards Inspector II in the County.

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Special Requirements:

Possession of all eight* Agricultural Biologist and Weights and Measures Licenses of eligibility as a County Agricultural or County Weights and Measures Inspector as determined by the Agricultural Commissioner and Sealer of Weights and Measures. Maintenance of required licenses is a condition of continued employment.

*Core Licenses: Pesticide Regulation, Investigation and Environmental Monitoring, Integrated Pest Management, Commodity Regulation, Pest Prevention and Plant Regulation, Weight Verification, Measurement Verification, and Transaction and Product Verification.

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Possession of County Agricultural Inspector and Weights and Measures licenses in all of the fields in which licenses are available.

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Will be required to obtain within one (1) year and maintain an Authorized Certification Official (ACO) accreditation by the United States Department of Agriculture Animal and Plant Health Inspection Services.

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Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles. 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. The Commissioner/Sealer may require possession of a Commercial Driver's License based upon the program needs of the department.

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AGRICULTURAL AND STANDARDS INSPECTOR III

DEFINITION

Under general supervision, to perform routine and complex investigations and enforce laws and regulations pertaining to the California Food and Agricultural Code, Business and Professions Code, and the California Code of Regulation; to provide training for less experienced staff; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced experienced working level in the Agricultural and Standards Inspector class series. Incumbents are expected to be licensed and work in all of the fields requiring State licensing to County agricultural and weights and measures inspection and enforcement. Assignments may also include lead direction and training responsibilities.

REPORTS TO

Deputy Agricultural Commissioner/Sealer of Weights and Measure or Agricultural Commissioner/Sealer of Weights and Measures

CLASSIFICATIONS DIRECTLY SUPERVISED

Supervision of Agricultural and Standards Technician, Agricultural and Standards Inspector I / II as needed

AGRICULTURAL AND STANDARDS INSPECTOR III - 2

ESSENTIAL TASKS

- Develops effective working relationships with the agricultural and business communities; provides customer service in compliance with departmental policies.
- Prepares and maintains records of inspections and analyzes statistical reports; gathers evidence for appropriate enforcement action by the department; initiates corrective actions as needed; testifies in court and hearings as needed.
- Assists in preparing illness investigation reports and in conducting crop loss complaint investigations.
- Inspects fruits, nuts, vegetables, honey, eggs, or other agricultural commodities in markets, packinghouses, and storage areas for compliance with regulations related to standards and grades.
- Inspects and monitors petroleum octane, labeling, price signs, and advertising to ensure accuracy and compliance with regulations; tests for sediment and water contamination in petroleum fuels.
- Inspects and certifies agricultural products and commodities for compliance with State Codes and Regulations; regulates, inspects, and approves producers, markets, apiaries, nurseries, and growers; monitors and accredits grain and seed mills.
- Assists in the inspection of commodities being shipped to foreign countries and other states.
- Issues certificates of inspection.
- Audits records of growers, pest control operators and dealers; investigates pesticide illness and crop loss episodes; licenses and regulates agricultural pest control applicators and operators.
- Inspects nurseries for plant pests and diseases.
- Inspects apiaries for presence or absence of bee diseases; collects and submits samples.
- Identifies agricultural pests and diseases; enforces plant quarantine regulations; assists in the detection, eradication, and control of pests and diseases; collects various agricultural samples for delivery to State lab for testing and identification.
- Conducts pesticide use enforcement; inspects and issues pesticide permits to growers and pest control operators; maintains permit control records on computer; registers pest control advisors and pilots.
- Inspects incoming plant shipments for evidence of disease, pests, or noxious weed seeds.
- Issues pesticide permits and may inspect pesticide application to crops; inspects apiaries.
- Inspects pesticide containers, equipment, applicators, and storage facilities; regulates the use of restricted and non-restricted pesticides.
- May operate trucks, spray rigs, and other equipment.
- Operates a variety of specialized equipment, including gas, petroleum, and electrical meter test apparatus, heavy capacity weight truck, hydraulic crane, and weight dolly.
- May apply herbicides for weed and brush control.
- Conducts weed control on roadsides and other County-owned rights-of-way; calibrates, maintains and repairs spray equipment; mixes chemicals for weed control use.
- Inspects, tests and seals commercial weighing and measuring devices.
- Weighs, measures and counts the contents of packaged commodities to verify the accuracy of labels.
- Tests, samples, and weighs packaged retail and wholesale commodities for compliance with weights and measures laws and regulations; issues off-sale orders as required.

AGRICULTURAL AND STANDARDS INSPECTOR III - 3

ESSENTIAL TASKS – continued:

- Inspects and investigates weigh master licenses.
- Investigates complaints related to consumer transactions.
- May provide training for less experienced staff.
- Development and administration of grants.
- Performs general office work as required, including but not limited to preparing reports and correspondence, entering computer data, copying and filing documents, answering the phone, assisting the public, etc.
- Perform related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; walk, stand, or crouch on narrow, slippery, and erratically moving surfaces. Stoop, kneel, bend to pick up or move heavy objects; physical ability to lift and carry objects weighing up to 50 lbs. May crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces. Need normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed both in office and outdoor environments; some exposure to controlled and hazardous substances; some exposure to smoke, gases, and fumes; continuous contact with staff and the public.

AGRICULTURAL AND STANDARDS INSPECTOR III - 4

DESIRABLE QUALIFICATIONS

Knowledge of:

- Pertinent State and Federal laws and regulations related to the functions of the County Agricultural Commissioner and the Sealer of Weights and Measures.
- Law enforcement powers, procedures, and policies of the County Agricultural Commissioner and Sealer of Weights and Measures.
- Proper inspection methods and procedures.
- Statistical testing techniques.
- Construction, mechanics, and operation of scales, meters, and other weighing and measuring devices.
- Proper packaging and identification of commodity contents.
- Treatment and control of plant pests and diseases.
- Agricultural practices of County crops.
- Principles of training and program coordination.
- Microsoft Office Suite (Excel, Word, etc.)

Ability to:

- Interpret and enforce agricultural and weights and measures laws and regulations.
- Impartially perform field inspections and gather a variety of information and data.
- Provide training for other staff.
- Perform specialized work assignments.
- Gather and maintain information concerning County crops.
- Prepare and maintain records and reports.
- Understand and carry out oral and written directions and policies.
- Work independently.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.
- Operate trucks, dollies, cranes, ATVs, spray trucks, and other necessary equipment in an efficient and safe manner.
- Travel extensively throughout Plumas and Sierra counties.

AGRICULTURAL AND STANDARDS INSPECTOR III - 5

Training and Experience:

Qualifications needed for this position:

Possession of a Bachelor's degree from an accredited college/university with a specialization in one or more appropriate disciplines in agricultural, biological, chemical, or physical sciences as approved by the California Department of Food and Agriculture. Per State of California Food and Agricultural Code Section 2106, 2101, 2102, or 2103.

Two (2) years of experience comparable to that of an Agricultural and Standards Inspector II in the County.

Special Requirements:

Possession of all eight* Agricultural Biologist and Weights and Measures Licenses of eligibility as a County Agricultural or County Weights and Measures Inspector as determined by the Agricultural Commissioner and Sealer of Weights and Measures. Maintenance of required licenses is a condition of continued employment.

Must have valid and current California Qualified Applicator Certificate issued through California Department of Pesticide Regulation.

**Core Licenses: Pesticide Regulation, Investigation and Environmental Monitoring, Integrated Pest Management, Commodity Regulation, Pest Prevention and Plant Regulation, Weight Verification, Measurement Verification, and Transaction and Product Verification.*

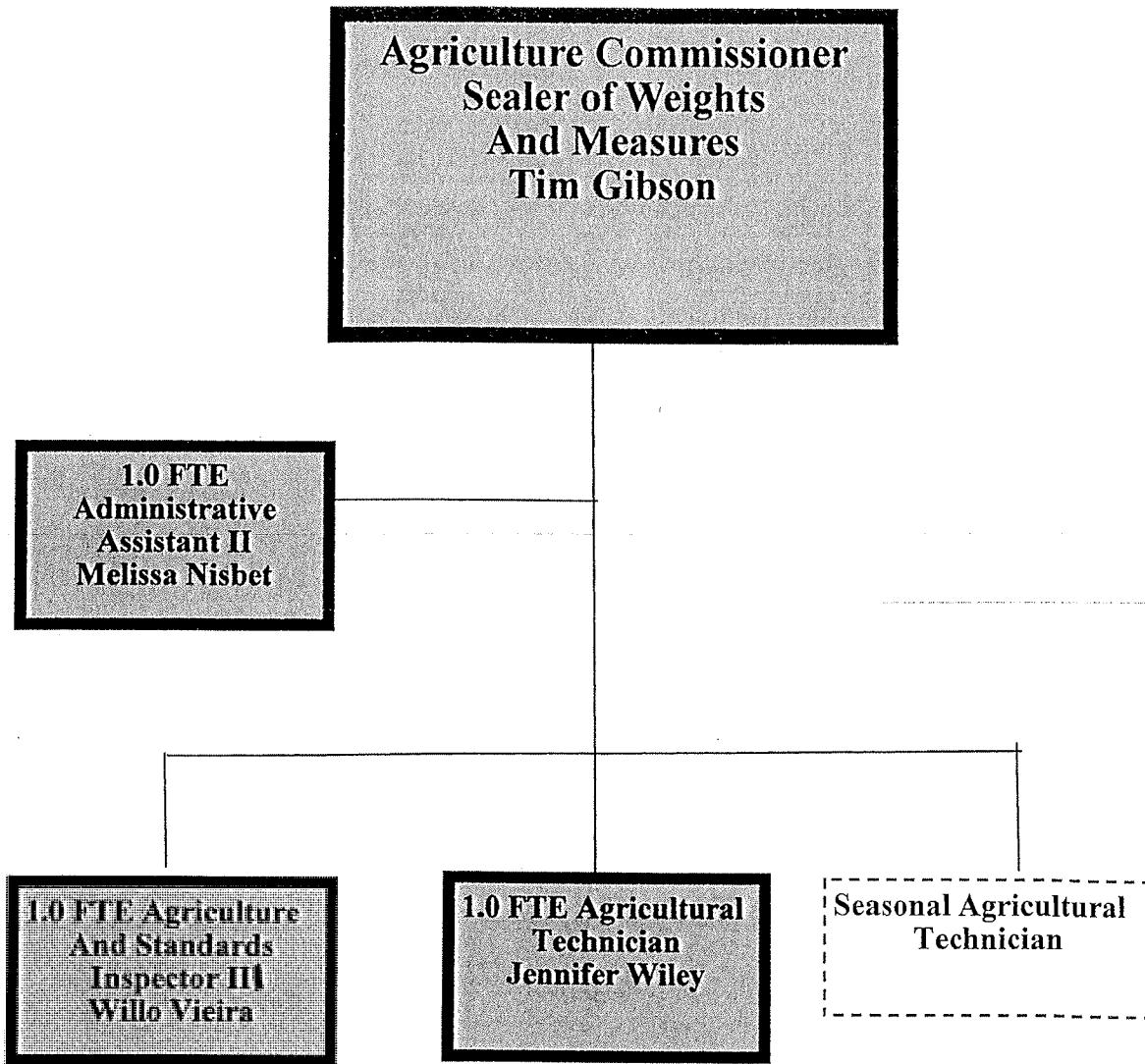
Position requires certification within one (1) year and maintain an Authorized Certification Official (ACO) accreditation by the United States Department of Agriculture Animal and Plant Health Inspection Services.

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment and maintained throughout employment. The Commissioner/Sealer may require possession of a Commercial Driver's License based upon the program needs of the department.

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Exhibit B

Plumas County Agriculture Department structure



Plumas County Agricultural Department Proposed Re-Organization

Agriculture Commissioner Sealer
of Weights and Measures

Deputy Agriculture
Commissioner / Sealer of Weights
and Measures

Agriculture and Standards
Technician I, or II, or III

Agriculture and Standards
Inspector I, or II, or III

Administrative Assistant, or
Agriculture and Standards
Management Analyst II or I

Season Agricultural Technician
Extra Help

Prepared by Human Resources
October 2, 2020

Exhibit C

MISC PERS - Ag & Standards Technician I

Total as a % of payroll

ULA Payment

New figures as of 9/2020

MISC PERS - Ag & Standards Technician II

MISC PERS - Ag & Standards Technician III		Step 1 FY 20/21	Step 2 FY 21/22	Step 3 FY 22/23	Step 4 FY 23/24	Step 5 FY 24/25
Current Range - \$18,70						
Current Range Annual		\$ 38,896.00	\$ 40,851.00	\$ 42,910.00	\$ 45,074.00	\$ 47,341.00
Retirement		\$ 10,268.54	\$ 11,650.71	\$ 12,400.99	\$ 13,341.90	\$ 14,202.30
FICA / Medicare		\$ 2,975.54	\$ 3,125.10	\$ 3,282.62	\$ 3,448.16	\$ 3,621.59
Total		\$ 52,140.09	\$ 55,626.81	\$ 58,593.61	\$ 61,864.07	\$ 65,164.89
Proposed Annual Increase \$20.30		\$ -	\$ -	\$ -	\$ -	\$ -
Retirement		\$ -	\$ -	\$ -	\$ -	\$ -
FICA/Medicare		\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ -				
Five Year Differential	Difference					
		\$ 52,140.09	\$ 55,626.81	\$ 58,593.61	\$ 61,864.07	\$ 65,164.89
Total as a % of payroll	26.4	28.5%	28.90%	29.60%	30.00%	30.00%
ULA Payment	\$ 3,339,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,151,000.00	\$ 4,356,000.00	\$ 4,559,000
New figures as of 9/2020						

MISC PERS - Ag & Standards Inspector I

MISC PERS - Ag & Standards Inspector II		Step 1 FY 20/21	Step 2 FY 21/22	Step 3 FY 22/23	Step 4 FY 23/24	Step 5 FY 24/25
Current Range - \$21,13						
Current Range Annual						
Retirement		\$ 43,950.00	\$ 46,155.00	\$ 48,464.00	\$ 50,898.00	\$ 53,456.00
FICA / Medicare		\$ 11,602.80	\$ 13,163.41	\$ 14,006.10	\$ 15,065.81	\$ 16,036.80
Total		\$ 53,562.18	\$ 59,330.86	\$ 61,707.50	\$ 63,893.70	\$ 4,089.38
Proposed Annual Increase \$23.61						
Retirement		\$ 49,109.00	\$ 51,584.00	\$ 54,163.00	\$ 56,888.00	\$ 59,738.00
FICA/Medicare		\$ 12,964.78	\$ 14,711.76	\$ 15,653.11	\$ 16,838.85	\$ 17,921.40
Total		\$ 65,830.61	\$ 70,241.93	\$ 73,959.58	\$ 78,078.78	\$ 82,229.36
Five Year Differential	Difference					
		\$ (6,915.64)	\$ (7,392.67)	\$ (7,781.98)	\$ (8,221.27)	\$ (8,647.17)
Total as a % of payroll		26.4	28.5%	28.90%	29.60%	30.00%
ULA Payment		\$ 3,339,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,151,000.00	\$ 4,356,000.00
New figures as of 9/2020						\$4,302,000
						\$4,559,000

MISC PERS Ag and Standards Inspector III

	Step 1 FY 20/21	Step 2 FY 21/22	Step 3 FY 22/23	Step 4 FY 23/24	Step 5 FY 24/25
Wage Base \$23.30					
Annual Range Annual	\$ 48,464.00	\$ 50,898.00	\$ 53,456.00	\$ 56,139.00	\$ 58,947.00
Retirement	\$ 12,794.50	\$ 14,516.11	\$ 15,448.78	\$ 16,617.14	\$ 17,684.10
FICA / Medicare	\$ 3,707.50	\$ 3,893.70	\$ 4,089.38	\$ 4,294.63	\$ 4,509.45
Total	\$ 64,965.99	\$ 69,307.81	\$ 72,994.17	\$ 77,050.78	\$ 81,140.55
wage base increase \$26.05					
Proposed Annual Increase	\$ 54,184.00	\$ 56,909.00	\$ 59,758.00	\$ 62,754.00	\$ 65,894.00
Retirement	\$ 14,304.58	\$ 16,230.45	\$ 17,270.06	\$ 18,575.18	\$ 19,768.20
FICA/Medicare	\$ 4,145.08	\$ 4,353.54	\$ 4,571.49	\$ 4,800.68	\$ 5,040.89
Total	\$ 72,633.65	\$ 77,492.99	\$ 81,599.55	\$ 86,129.87	\$ 90,703.09
Five Year Differential	Difference				
	\$ (7,667.66)	\$ (8,185.18)	\$ (8,605.38)	\$ (9,079.09)	\$ (9,562.55)
Five year increase to Personnel Budget	\$ (43,099.85)				
Total as a % of payroll	26.4	28.5%	28.90%	29.60%	30.00%
ULA Payment	\$ 3,339,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,151,000.00	\$ 4,356,000.00
New figures as of 9/2020	\$3,805,932	\$4,025,000	\$4,302,000	\$4,559,000	

MISC PERS Ag and Standards Management Analyst I

	Step 1 FY 20/21	Step 2 FY 21/22	Step 3 FY 22/23	Step 4 FY 23/24	Step 5 FY 24/25
Wage Base \$21.02					
Annual Range Annual	\$ 43,722.00	\$ 45,926.00	\$ 48,235.00	\$ 50,648.00	\$ 53,186.00
Retirement	\$ 11,542.61	\$ 13,098.10	\$ 13,939.92	\$ 14,991.81	\$ 15,955.80
FICA / Medicare	\$ 3,344.73	\$ 3,513.34	\$ 3,689.98	\$ 3,874.57	\$ 4,068.73
Total	\$ 58,609.34	\$ 62,537.43	\$ 65,864.89	\$ 69,514.38	\$ 73,210.53
wage base increase \$					
Proposed Annual Increase	\$ -	\$ -	\$ -	\$ -	\$ -
Retirement	\$ -	\$ -	\$ -	\$ -	\$ -
FICA/Medicare	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -				
Five Year Differential	Difference				
	\$ 58,609.34	\$ 62,537.43			
			\$ 65,864.89		
				\$ 69,514.38	
					\$ 73,210.53
Total as a % of payroll	26.4	28.5%	28.90%	29.60%	30.00%
UILA Payment	\$ 3,339,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,151,000.00	\$ 4,356,000.00
New figures as of 9/2020	\$3,805,932	\$4,025,000	\$4,302,000	\$4,559,000	

MISC PERS Ag and Standards Management Analyst II

MISC PERS Ag and Standards Management Analyst II		Step 1 FY 20/21	Step 2 FY 21/22	Step 3 FY 22/23	Step 4 FY 23/24	Step 5 FY 24/25
Wage Base \$23.38						
Annual Range Annual	\$ 48,630.00	\$ 51,064.00	\$ 53,622.00	\$ 56,306.00	\$ 59,134.00	
Retirement	\$ 12,838.32	\$ 14,563.45	\$ 15,496.76	\$ 16,666.58	\$ 17,740.20	
FICA / Medicare	\$ 3,720.20	\$ 3,906.40	\$ 4,102.08	\$ 4,307.41	\$ 4,523.75	
Total	\$ 65,188.52	\$ 69,533.85	\$ 73,220.84	\$ 77,279.99	\$ 81,397.95	
wage base increase \$						
Proposed Annual Increase	\$ -	\$ -	\$ -	\$ -	\$ -	
Retirement	\$ -	\$ -	\$ -	\$ -	\$ -	
FICA/Medicare	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -					
Five Year Differential	Difference					
		\$ 65,188.52				
		\$ 69,533.85				
		\$ 73,220.84				
		\$ 77,279.99				
Five year increase to Personnel Budget	\$ 366,621.14					
Total as a % of payroll	26.4	28.5%	28.9%	29.60%	30.00%	
ULA Payment	\$ 3,339,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,151,000.00	\$ 4,356,000.00	
New figures as of 9/2020	\$3,805,932	\$4,025,000	\$4,302,000	\$4,559,000	\$4,800,000	

RESOLUTION NO. 2020 - _____

ADOPT RESOLUTION TO AMEND FISCAL YEAR 2019-2020 JOB CLASSIFICATION PLAN INCLUDING JOB DESCRIPTIONS AND BASE WAGES FOR AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS & MEASURES DEPARTMENT #20425

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2020/2021 Job Classification Plan covering all positions in the County service; and

WHEREAS, these positions are necessary in the daily operational needs for the Agricultural Commissioner/Sealer of Weights & Measures Department #20425; and

WHEREAS, this request was brought to the attention of the Human Resources Director by the County Administrator and the Agricultural Commissioner who are now requesting approval of this resolution to amend the FY 2020/2021 Job Classification for the Agricultural Department's updated job descriptions and base wage changes; and

WHEREAS, Plumas County has met the meet and confer obligations for these positions with Operating Engineers Local #3 on June 9, 2020; and

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

Approve the amendments to the Fiscal Year 2020/2021 Pay Schedule & Job Classification Plan for the following positions:

<u>Job Classification</u>	<u>Current Base Wage</u>	<u>Proposed Base Wage</u>
Ag & Standards Technician I	\$ 15.69	\$ 15.69
Ag & Standards Technician II	New	\$ 17.21
Ag & Standards Technician III	New	\$ 18.70
Ag & Standards Inspector I	\$ 19.17	\$ 20.30
Ag & Standards Inspector II	\$ 21.13	\$ 23.61
Ag & Standards Inspector III	\$ 23.30	\$ 26.05
Deputy Agricultural Commissioner/Sealer of Weights & Measures	New	\$ 28.66
Ag & Standards Management Analyst I	New	\$ 21.02
Ag & Standards Management Analyst II	New	\$ 23.38

Approve Resolution to amend the Position Allocation for Fiscal Year 2020/2021 for #20425 and flexibly allocate positions as follows:

<u>Ag Department #20425</u>	<u>Current FTE</u>	<u>Amended FTE</u>
Agricultural Commissioner/Sealer Of Weights & Measures	1.0	1.0
Deputy Agricultural Commissioner/ Sealer of Weights & Measures	1.0	1.0
Agricultural Weights & Measures Technician I, or II, or III, Or Agricultural & Standards Inspector I, or II, or III	1.0	1.0
Administrative Assistant, or Agricultural & Standards Management Analyst I, or II	1.0	1.0

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 13th day of October, 2020 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors



Office of the Sheriff

Office of Emergency Services

3B.1.

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

TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: October 5, 2020
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns *TJ*
RE: Agenda Items for the meeting of October 13, 2020

It is recommended that the Board:

Provide direction regarding Public Safety Power Shutoff (PSPS) Resiliency Allocation funding.

Background and Discussion:

CalOES provided PSPS funding allocation for FY 2019 for the period of July 1, 2019 to October 31, 2022 in the amount of \$155,103, of which \$26,790 has been expended. Remaining balance is \$128,313.

Additionally, CalOES has allocated Plumas County \$77,552 for FY 2020 for the period of July 1, 2020 to October 31, 2021. Requirements are that at least 50% (\$38,776) of this allocation must be utilized to support one or more resiliency areas as noted in the attached notification. The Notification of Subrecipient Allocation must be signed and returned by October 22, 2020 to CalOES. Plumas County Office of Emergency Services is requesting direction as to the allocation of these funds.

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



RECEIVED

OCT 30 2019

PLUMAS COUNTY OES

October 25, 2019

Gregory Hagwood
Sheriff-Coroner, Director OES
Plumas County
1400 E Main Street
Quincy, CA 95971

SUBJECT: NOTIFICATION OF SUBRECIPIENT ALLOCATION

Fiscal Year (FY) 2019 Public Safety Power Shutoff (PSPS)

Resiliency Allocation

Cal OES ID#063-00000

Period of Performance: July 1, 2019 to October 31, 2022

Dear Sheriff Hagwood:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2019 PSPS allocation in the amount of \$155,103. Eligible activities under this allocation are limited to:

- Equipment
 - Generators and generator connections for essential facilities, with an emphasis on clean energy and green solutions where possible or other alternative backup power sources;
 - Generator fuel and fuel storage; and
 - Redundant emergency communications (e.g., battery-powered radios).
- Plans
 - Continuity plans;
 - Development/update of contingency plans for electrical disruptions that include considerations such as protecting individuals with access and functional needs, medical baseline and socially vulnerable populations, transportation, emergency public information, and preservation of essential functions;



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(916) 845-8506 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov

- o Risk assessments for critical infrastructure and lifelines; and
- o Post-event reports that identify lessons learned and corrective actions.
- Public education materials or supplies focused on individual and family preparedness for electric disruptions.
- One-time costs associated with identifying and equipping resource centers for the public to access during electrical disruptions.

The following activities are **not allowed**:

- Response costs associated with electric disruption events including any staffing or new positions, Emergency Operations Center staffing, security, law or fire response, or other overtime charges.

All activities funded with this allocation must be completed within the period of performance. Additionally, the Subrecipient is subject to the following requirements:

- As a condition of receiving funding, counties will be required to collaborate with cities within their jurisdiction to support critical infrastructure and resiliency county-wide with a particular focus on public safety, vulnerable communities and individuals with access and functional needs.
- Must ensure that they and their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible.
- Must provide two reports on the expenditures of the funds. The first report is due no later than **November 30, 2020**, and the second no later than **November 30, 2022**. These reports shall identify how the funds have been used, including identifying each project or activity undertaken, local entity that undertook the project or activity, the amount of funding provided to the project or activity, and a description of each project or activity. The report shall also identify the specific outcomes achieved by each project or activity, including whether the project or activity was completed and whether it was used during PSPS events.
- Must coordinate with their city or county planning agency to ensure that the project is in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.).

Gregory Hagwood
October 25, 2019
Page 3 of 3

- Comply with the California Public Records Act, Government Code section 6250 et seq.
- Must procure goods and services in compliance with applicable state and local laws, ordinances, rules, regulations, and policies.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: Plumas County

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Sheriff Gregory Hagwood

Title: Sheriff Date: OCT. 30, 2019

Your dated signature is required on this Notification of Subrecipient Allocation. Please sign and return to PSPS@CalOES.ca.gov within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please email PSPS@CalOES.ca.gov.

Sincerely,



MARK S. GHILARDUCCI
Director

GAVIN NEWSOM
GOVERNOR



MARK S. GHILARDUCCI
DIRECTOR

October 2, 2020

Todd Johns
Sheriff-Coroner/Director OES
Plumas County
1400 E Main Street
Quincy, CA 95971

SUBJECT: NOTIFICATION OF SUBRECIPIENT ALLOCATION
Fiscal Year (FY) 2020 Community Power Resiliency Allocation
Cal OES ID # 063-00000-00
Period of Performance: July 1, 2020, to October 31, 2021

Dear Sheriff Johns:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2020-21 Community Power Resiliency allocation in the amount of \$77,552. At least fifty percent \$38,776 of your award must be utilized to support one or more of the resiliency areas: schools, election offices, food storage reserves, and/or COVID-19 testing sites. Eligible activities under this allocation are limited to:

- Equipment-
Funds may be used for the procurement of:
 - Generators and generator connections for essential facilities, with an emphasis on clean energy and green solutions where possible or other alternative backup power sources;
 - Generator fuel and fuel storage; and
 - Redundant emergency communications (e.g., battery-powered radios);
 - Portable vehicle-mounted charging stations;
 - Portable battery-powered and rechargeable radio repeater and transmission equipment.



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(916) 845-8859 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov

- **Plans-**

Funds may be used for the development/update of:

- Continuity plans;
- Contingency plans for electrical disruptions that include considerations such as protecting individuals with access and functional needs, medical baseline and socially vulnerable populations, transportation, emergency public information, and preservation of essential functions;
- Risk assessments for critical infrastructure and lifelines;
- Post-event reports that identify lessons learned and corrective actions; and
- Public education materials or supplies focused on individual family preparedness for electric disruptions.
- One-time costs associated with identifying and equipping resource centers for the public to access during electrical disruptions.

The following activities are **not allowed**:

- These funds shall not be used to secure, compensate, or backfill professional services contracts.
- Response costs associated with electric disruption events including any staffing or new positions, Emergency Operations Center staffing, security, law or fire response, or other overtime charges.

All activities funded with this allocation must be completed within the Grant Subaward period performance. Additionally, the Subrecipient is subject to the following requirements:

- As a condition of receiving funding, counties will be required to collaborate with their cities within their jurisdiction to support critical infrastructure and resiliency county-wide with a particular focus on public safety, vulnerable communities, and individuals with access and functional needs.
- Must ensure they and their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible.
- Must provide a Progress Report on the expenditures of the funds. The Progress Report is due no later than **November 30, 2021**. This Progress Report shall identify how the funds have been used, including identifying each project or activity undertaken, local entity that undertook the project or activity, the amount of funding provided to the project or

activity, and a description of each project or activity. The report shall also identify the specific outcomes achieved by each project or activity, including whether the project or activity was completed and whether it was used during power outages.

- Must coordinate with their city or county planning agency to ensure that the project is in compliance with the California Environmental Quality Act (CEQA) Public Resource Code, Section 21000 et seq.
- Comply with the California Public Records Act, Government Code Section 6250 et seq.
- Must procure goods and services in compliance with applicable state and local laws, ordinances, rules, regulations, and policies.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: Plumas County

Signature of Authorized Agent: J. Logan

Printed Name of Authorized Agent: TODD LOGAN

Title: SHERIFF / OES DIRECTOR Date: 10/5/2020

Specify which power outage resiliency area(s) you are directing at least 50% of your award to- schools, election offices, food storage reserves, and/or COVID-19 testing sites:

Your dated signature and above fillable information is required on this Notification of Subrecipient Allocation. Please sign and return requested information to PSPS@CalOES.ca.gov within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please email Cindy Logan at PSPS@CalOES.ca.gov.

Sincerely,



MARK S. GHILARDUCCI
Director



Office of the Sheriff

Office of Emergency Services

30.2.

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

TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: October 5, 2020

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns 

RE: Agenda Items for the meeting of October 13, 2020

It is recommended that the Board:

Adopt Resolution authorizing the Sheriff to sign and execute a grant agreement for the Law Enforcement Equipment Grant Program with the Department of Parks & Recreation, Division of Boating & Waterways – Grant Number #C20L0617.

Background and Discussion:

Funding has been awarded in the amount of \$105,000.00 from the Department of Parks & Recreation, Division of Boating & Waterways for the purchase of a new patrol boat needed for the Sheriff's Boating Safety and Enforcement (BS&E) Program.

The agreement has been approved as to form by County Counsel.

A copy of the complete contract is on file with the Clerk of the Board for additional review.

PLUMAS COUNTY BOARD OF SUPERVISORS
RESOLUTION # _____

WHEREAS, THE SHERIFF OF PLUMAS COUNTY DESIRES TO UNDERTAKE A CERTAIN PROJECT DESIGNATED AS THE "LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM" FOR THE PLUMAS COUNTY SHERIFF'S OFFICE BOATING SAFETY & ENFORCEMENT PROGRAM, TO BE FUNDED AND ADMINISTERED BY THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS.

NOW, THEREFORE, BE IT RESOLVED THAT THE SHERIFF OF THE COUNTY OF PLUMAS IS AUTHORIZED TO ACCEPT GRANT FUNDING PURSUANT TO, AND EXECUTE ON BEHALF OF THE BOARD OF SUPERVISORS, THE LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM GRANT AGREEMENT (INCLUDING THE CONTRACTOR CERTIFICATION CLAUSES AND RECYCLING CERTIFICATION, AS WELL AS ANY ADDITIONAL DOCUMENTATION NECESSARY TO IMPLEMENT THE GRANT AGREEMENT) AND SUBMIT THESE DOCUMENTS TO THE DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS.

IT IS AGREED, THAT THE COUNTY OF PLUMAS SHALL COMPLY WITH THE FINANCIAL AND PROCUREMENT REQUIREMENTS OF THE LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM AGREEMENT #C20L0617, AND THE RELATED EQUIPMENT PURCHASE CONTRACTS.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS OF PLUMAS COUNTY IN A MEETING THEREOF HELD ON _____, 2020 BY THE FOLLOWING VOTE;

AYES:

NOES:

ABSENT:

CHAIR SIGNATURE: _____ **DATE**: _____

TYPED NAME AND TITLE: Kevin Goss, Chair

ATTEST; SIGNATURE: _____ **DATE**: _____

TYPED NAME AND TITLE: Nancy DaForno, Clerk

Approved as to form:

 9/29/2020

Gretchen Stuhr
Deputy Plumas County Counsel

State of California -- Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: Plumas County Sheriff's Office
GRANT TITLE: Boating Safety and Enforcement Equipment Grant - FY 2020 / 21
GRANT NUMBER: C20L0617
GRANT AMOUNT: 105,000.00

GRANT AGREEMENT TERM: Date Fully Executed* through fifteen (15) years.

GRANT PERFORMANCE PERIOD: Date Fully Executed* through one (1) year.

The Grantee agrees to the terms and conditions of this contract, hereinafter referred to as Agreement, and the State of California, acting through its Director of the Department of Parks and Recreation, and pursuant to the State of California agrees to fund the total state grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the Agreement.

Exhibit A Grant Terms and Conditions, Exhibit B General Terms and Conditions, Exhibit C Contractor Certification Clauses, Exhibit D Doing Business with California, Exhibit E Darfur Contracting Act, Exhibit F Recycled Content Certification, and Exhibit G Scope of Work/Budget (Application), are attached and made a part of and incorporated into the Grant Agreement.

This grant award is funded by the Sport Fish Restoration and Boating Trust Fund, administered by California Department of Parks and Recreation, Division of Boating and Waterways. The Federal FY 20 award, 3320FAS200106 to California; \$5,826,180.

Grantee: Plumas County Sheriff's Office Address: 1400 East Main St., Quincy, CA 95971 Name of Authorized Representative: Todd Johns Title of Authorized Representative: Sheriff Authorized Signature: Date: Name of Project Representative: Roni Towery Phone: 530-283-6396 Email: roni@pcso.net	Agency: Department of Parks and Recreation Division of Boating and Waterways ATTN: Johanna Naughton Address: One Capitol Mall, Suite 500 Sacramento, CA 95814 Authorized Signature: Printed Name: Keren Dill Title: Staff Services Manager II Date:
--	---

Approved as to form:

 9/24/2020

Gretchen Stuhr

Deputy Plumas County Counsel

**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANTEE: Plumas County Sheriff's Office

THE TERM OF THIS AGREEMENT IS: Date Fully Executed* through fifteen (15) years.

GRANT TITLE: LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM

GRANT NUMBER: C20L0617

PURCHASE ORDER NUMBER:

CONTRACT NO C20L0617	AMENDMENT NO	SUPPLIER ID 0000002510			PROJECT NO 379065600200
AMOUNT ENCUMBERED BY THIS DOCUMENT \$105,000.00	FUND DESCRIPTION Federal Trust Fund #0890			AGENCY BILLING CODE NO 032011	
REPORTING STRUCTURE 37900706	ITEM 3790-101-0890	CHAPTER 6	STATUTE 20		FISCAL YEAR 2020/21
BUSINESS UNIT 3790	INDEX 1706	OBJECT CODE 702	ACTIVITY CODE 68461		ACCOUNT 5432000
T.B.A. NO	<i>I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.</i>				
B.R.NO	ACCOUNTING OFFICER'S SIGNATURE			DATE	

AGENDA REQUEST

For the October 13, 2020 meeting of the Plumas County Board of Supervisors

October 5, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

Subject: Authorization for the Department of Public Works to fill the vacancy of one (1) FTE Fiscal and Technical Services Assistant III position in the Engineering Department. Discussion and possible action.

Background:

Effective October 16, 2020, one (1) Fiscal and Technical Services Assistant III has resigned from the Engineering Department.

The Department is requesting to fill this vacancy.

This position is able to be funded as allocated in the FY20/21 Engineering budget that was adopted on September 28, 2020.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Recommendation:

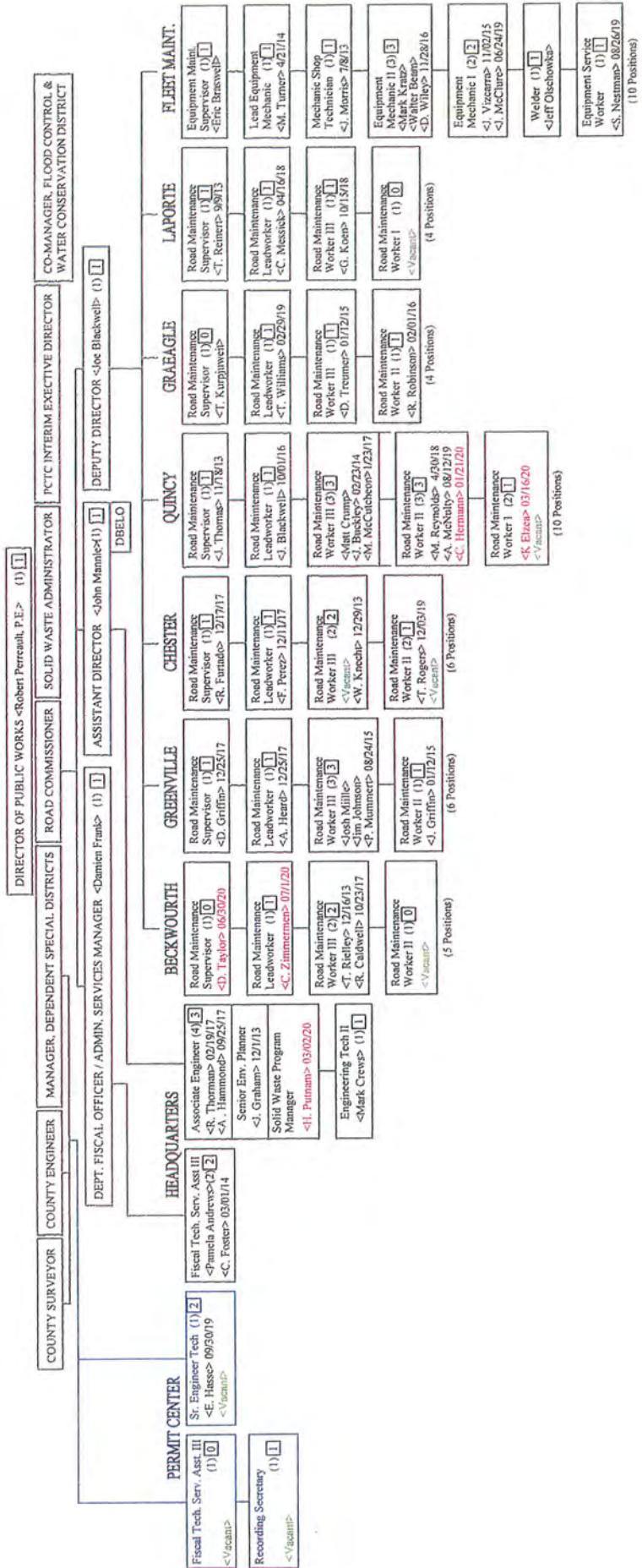
The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Fiscal and Technical Services Assistant III in the Engineering Department.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Fiscal and Technical Services Assistant III / Public Works Engineering

- Is there a legitimate business, statutory or financial justification to fill the position?
Fiscal Techs are the workforce for administrative services, which supports the operations unit of the Department.
- Why is it critical that this position be filled at this time?
Fiscal Techs provide consistent support for the Department, and a prolonged vacancy can negatively impact the performance of the Department.
- How long has the position been vacant?
Effective 10/16/2020.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 20/21 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1?
At a minimum, there will be a negative impact to the ability of the Department to pay bill, process deposits, and perform other essential administrative duties.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
No change in General Fund support since this is already a budgeted position.
- Does the department have a reserve? **N/A** If yes, provide the activity of the department's reserve account for the last three years?

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
ORGANIZATION CHART



Director of Public Works
Revision Date: 10/02/20



3D.I.

BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors
FROM: Tracey Ferguson, AICP, Planning Director *(T.F.)*
MEETING DATE: October 13, 2020
SUBJECT: Plumas County Local Hazard Mitigation Plan
2020 Update Public Review Draft

STAFF RECOMMENDATION:

1. Discuss the Plumas County Local Hazard Mitigation Plan 2020 Update Public Review Draft and receive Board of Supervisor and public comments.

HOW TO OBTAIN 2020 LHMP PUBLIC REVIEW DRAFT:

The Plumas County Local Hazard Mitigation Plan 2020 Update Public Review Draft can be downloaded at the Plumas County Office of Emergency Services (OES) website at:

<https://www.plumascounty.us/2218/Documents>

COMMENTS ON THE PUBLIC REVIEW DRAFT ARE DUE BY OCTOBER 23, 2020:

Comments can be submitted to the Plumas County Planning Department in person, by mail, or email:

Physical location: 555 Main Street, Quincy, CA 95971 ATTN: Tracey Ferguson, Planning Director

Mailing address: 555 Main Street, Quincy, CA 95971 ATTN: Tracey Ferguson, Planning Director

Email address: TraceyFerguson@countyofplumas.com

BACKGROUND:

At the December 2, 2019 Plumas County Board of Supervisors meeting, the Board accepted the Federal Emergency Management Agency (FEMA)/California Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program (HMGP) Planning Grant award and approved and authorized the professional services agreement with Foster Morrison Consulting to assist the County with the 2020 Local Hazard Mitigation Plan Update (2020 LHMP Update).

The Plumas County 2020 LHMP Update is single jurisdiction plan that geographically covers the unincorporated area of Plumas County or what the LHMP calls the "Plumas County Planning Area."

The City of Portola is covered under its own LHMP.

The purpose of hazard mitigation is to reduce or eliminate long-term risk to people and property from hazards.

Plumas County prepared the 2020 LHMP Update to the FEMA-approved 2014 Plumas County LHMP in order to make the County and its residents less vulnerable to future hazard events. The Update demonstrates the County's commitment to reducing risks from hazards and serves as a tool to help decision makers direct mitigation activities and resources.

The LHMP Update was also developed, among other things, to ensure Plumas' continued eligibility for certain federal disaster assistance including the FEMA HMGP, Pre-Disaster Mitigation Program (PDM), and the Flood Mitigation Assistance Program (FMA).

PLAN DISCUSSION:

The 2020 LHMP involves a four-phase process:

1. Organize Resources
2. Assess Risks
3. Develop the Mitigation Plan
4. Implement the Plan and Monitor Progress

The planning process (Chapter 3 Planning Process) began in January 2020 with the organizational phase to establish the Hazard Mitigation Planning Committee (HMPC).

The HMPC is comprised of key County representatives and other local and regional stakeholders to involve the public and to coordinate with other departments and agencies.

A detailed risk assessment (Chapter 4 Risk Assessment) was conducted throughout the spring 2020 that identified and profiled hazards that pose a risk to the County, assessed the vulnerability of the Planning Area to these hazards, and examined the existing capabilities to mitigate the hazards.

Based on the results of the risk assessment, the HMPC developed a mitigation plan or strategy in May/June 2020 for reducing the County's risk and vulnerability to hazards (Chapter 5 Mitigation Strategy).

The resulting mitigation strategy for the Plumas County Planning Area is comprised of LHMP goals and objectives and a mitigation action plan which includes a series of 43 mitigation action projects, organized under the following topical categories:

- Multi-Hazard (15 actions)
- Wildfire, Drought and Water Shortage, and Tree Mortality (12 actions)
- Dam Failure, Flood, Localized Flood, Levee Failure, and Severe Weather (10 actions)
- Climate Change with Drought and Water Shortage (3 actions)
- Pandemic (2 actions)
- Earthquake (1 action)

Each recommended action includes key descriptors, such as a lead responsibility and possible funding sources, to help initiate implementation. The overall implementation strategy is described in Chapter 7 Plan Implementation and Maintenance.

The Plumas County OES Emergency Services Coordinator, County Administrator, and Planning Department Director, as the HMPC leads, are responsible for initiating LHMP reviews and consulting with the other stakeholders. In order to monitor progress and update the mitigation strategies identified in the action plan, at a minimum, Plumas County will revisit this Plan annually and following a hazard event. The HMPC will also meet annually to review progress on LHMP implementation and will provide annual evaluation reports.

SCHEDULE:

The 2020 LHMP Public Review Draft is available at <https://www.plumascounty.us/2218/Documents>

Comments on the Public Review Draft 2020 LHMP are due by October 23, 2020.

The 2020 LHMP is scheduled to be finalized and submitted to Cal OES and FEMA on October 30, 2020. The Cal OES / FEMA review process typically takes anywhere from 3 to 6 months.

Once approved by Cal OES and FEMA, the LHMP will be presented to the Board of Supervisors (anticipated spring 2021) for adoption (Chapter 6 Plan Adoption) and will be implemented by the County over the next five years (2021-2025).

HAZARD IDENTIFICATION AND COMPARISON SUMMARY:

The following hazards, listed alphabetically, were identified, profiled, and investigated as part of the 2020 LHMP Update, in comparison to those hazards from the 2014 LHMP. New hazards include localized flooding, levee failure, pandemic, and tree mortality.

2020 Hazards	2014 Hazards	Comments
Avalanche	Avalanche (part of geologic hazards)	This hazard was broken out and more detail was added to the hazard profile and the vulnerability assessment.
Climate Change	Climate Change	Added additional information in both the hazard profile and the vulnerability assessment.
Dam Failure	Dam Failure	Additional analysis was performed using the updated Cal OES and California Division of Safety of Dams (DSOD) hazard rating classes.
Drought and Water Shortage	Drought	Water shortage was added and a greater discussion of vulnerability to both drought and water shortage was added.
Earthquake (including liquefaction)	Earthquake (part of geologic hazards)	Liquefaction was added. A detailed Hazus run for the County was performed and added to the vulnerability assessment.
Flood: 1%/0.2% annual chance	Floods: 100/500 year	Additional analysis was added in the vulnerability assessment, including an update of values, populations, and critical facilities at risk.
Flood: Localized/Stormwater	—	New hazard
Landslide, Mudslide, and Debris Flows	Landslides (part of geologic hazards)	This hazard was broken out and more detail was added to the hazard profile and the vulnerability assessment.
Levee Failure	—	New hazard
Pandemic	—	New hazard
Severe Weather: Extreme Heat	Severe Weather (consolidated hazard)	This hazard was broken out and more detail was added to the hazard profile and the vulnerability assessment.
Severe Weather: Heavy Rains and Storms	Severe Weather (consolidated hazard)	This hazard was broken out and more detail was added to the hazard profile and the vulnerability assessment.
Severe Weather: High Winds and Tornadoes	Severe Weather (consolidated hazard)	This hazard was broken out and more detail was added to the hazard profile and the vulnerability assessment.
Severe Weather: Winter Storm and Freeze	Severe Weather (consolidated hazard)	This hazard was broken out and more detail was added to the hazard profile and the vulnerability assessment.
Tree Mortality	—	New hazard
Volcano	Volcanoes (part of geologic hazards)	Similar analysis was performed.
Wildfire	Wildfire	Additional analysis was added in the vulnerability assessment, including an update of values, populations, and critical facilities at risk.



3D.2.

BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors *(T.F.)*

FROM: Tracey Ferguson, AICP, Planning Director

MEETING DATE: October 13, 2020

SUBJECT: Sierra Valley Basin Groundwater Sustainability Plan Status and Advisory Committee Formation

STAFF RECOMMENDATION:

Discuss the Sierra Valley Basin Groundwater Sustainability Plan status and advisory committee formation, with possible action, as follows:

1. Confirmation of Tracey Ferguson, Planning Director, as the Plumas County staffer on the Groundwater Sustainability Plan Planning Committee
2. Confirmation of Plumas County Environmental Health Director (or interim) to serve on the Groundwater Sustainability Plan (Technical) Advisory Committee
3. Recommendations for two (2) County staff (one member and one alternate) to serve on the Groundwater Sustainability Plan (Technical) Advisory Committee
4. Recommendation(s) for stakeholder group(s), with associated individual(s), to serve on the Groundwater Sustainability Plan (Technical) Advisory Committee

BACKGROUND:

The Sierra Valley Groundwater Management District (SVGMD), with the assistance of the Plumas County Planning Department and others, prepared and submitted a \$2M dollar grant application to the California Department of Water Resources (DWR) in November 2019 to prepare a Sustainable Groundwater Management Act (SGMA)-compliant Groundwater Sustainability Plan (GSP) for the Sierra Valley Basin located in the Upper Middle Fork Feather River Watershed.

The Plumas County Board of Supervisors, as a co-Groundwater Sustainable Agency (GSA) with the SVGMD, delivered a letter in support for the grant application (Attachment 1).

In January 2020, the SVGMD was notified the Sierra Valley GSP project was conditionally approved for award, pending additional information, which was promptly provided. Then in March 2020, DWR sent the SVGMD an award notification letter for the Proposition 68 Sustainable Groundwater Management (SGM) Grant Program Planning – Round 3 Grant for funding in the amount of \$2,000,000. Subsequently in May 2020, the Master Grant Agreement by and between the SVGMD and DWR was executed.

Thereafter the SVGMD, with the assistance of the Plumas County Planning Department and others, released a Request for Proposal (RFP) for professional services seeking qualified consulting firms for the development and completion of a GSP for the Sierra Valley Basin by the State-mandated deadline of January 31, 2022.

Proposals were received in June 2020, interviews were conducted in July 2020, and the SVGMD interview panel recommended the Larry Walker Associates (LWA) consulting team to the SVGMD Board of Directors. An executed Professional Services Agreement was then approved by SVGMD Board action on August 17, 2020.

The DWR Master Grant Agreement is broken down into 3 categories – Category (a) Grant Administration, Category (b) Stakeholder Engagement/Outreach, and Category (c) GSP Development.

Grant Administration occurs throughout the duration of the Agreement.

Stakeholder Engagement/Outreach will include the formation and engagement of an (Technical) Advisory Committee (October/November 2020) in addition to five (5) planned public workshops occurring at GSP milestones.

GSP Development involves data collection and analysis, integrated hydrologic modeling, drafting of a basin setting, development of sustainable management criteria based on Sierra Valley Basin conditions to avoid significant and unreasonable undesirable results for five SGMA sustainability indicators applicable to Sierra Valley (i.e., lowering groundwater levels, reduction in storage, degraded groundwater quality, land subsidence, and surface water depletion), development of projects and management actions, and discussion of plan implementation.

DISCUSSION:

Memorandum of Understanding

A Memorandum of Understanding (MOU) by and between the SVGMD and Plumas County was made and entered into on January 8, 2019 to establish and facilitate a cooperative and ongoing working relationship between the County and the District, as co-GSAs, to develop a single Sierra Valley GSP (Attachment 2).

Plumas County's Area of Responsibility

The hydrologically important area in which Plumas County is responsible, as a GSA, is a small (115-acre) but meaningful portion within the Sierra Valley groundwater basin boundaries, located outside of the SVGMD's boundaries, west of the County Road A23 bridge, and stretches downstream to an area east of Rocky Point.

Generally referred to as the “sliver” this area is owned by the Plumas National Forest (PNF) and includes the area along the federally designated Wild and Scenic River corridor of the Middle Fork of the Feather River with cultural connections to the Maidu, Paiute, and Washoe tribes.

This area also consist of a cattle grazing allotment managed by PNF and an irrigation water right from Grizzly Creek near its confluence with the Middle Fork Feather River.

Plumas National Forest and Tribal Engagement

Plumas County will work in collaboration with PNF within the “sliver.”

As part of the LWA consulting team's scope of work, Judie Talbot (Stakeholder Engagement/Outreach facilitator), will work with Plumas County to engage the Maidu, Paiute, and Washoe tribes on the SGMA process. Input and recommendations from the tribes will guide the preferred approach for tribal participation in the GSP process along the Wild and Scenic River corridor.

Ms. Talbot, in association with Plumas County, will also confer with DWR's Office of the Tribal Policy Advisor for guidance.

Plumas County may also involve a tribal consultant to assist with tribal engagement. See Attachment 4, Appendix B, Tribal Outreach Guidance for more information.

Plumas County Board of Supervisors, Planning Committee, and (Technical) Advisory Committee Representation

Tracey Ferguson, Planning Director, and Jerry Sipe, Environmental Health Director, have been the primary County staff engaged in the GSP process to-date, in addition to the now retired County water resources expert Leah Wills and former Planning Director Randy Wilson.

Kevin Goss, Board of Supervisor District 2, has been serving on the SVGMD Board of Directors in an interim capacity since Michael Sanchez, former Board of Supervisor District 1, resigned.

At the September 21, 2020 SVGMD Board Meeting the GSP status, team approach, and outreach process was discussed, including the continuation of a GSP Planning Committee and the formation of a (Technical) Advisory Committee. The Directors reviewed a list of recommended Planning Committee members and potential organizations and individuals who might serve on the (Technical) Advisory Committee (Attachment 3).

Tracey Ferguson, Planning Director, is recommended to continue her role, representing Plumas County's interests, on the GSP Planning Committee.

Plumas County's representation on the (Technical) Advisory Committee is recommended to include one member and one alternate, with the following being possible candidates:

- County Board of Supervisor
- County Administrator
- Agricultural Commissioner
- Planning Director

Additionally, the environmental health directors from both Plumas and Sierra counties were discussed and recommended as primary (Technical) Advisory Committee members.

A list of categories of interest, per SGMA, and associated stakeholder groups was presented to the SVGMD Board of Directors at the September 21, 2020 meeting for Board feedback (Attachment 4, Table 1, Sierra Valley Stakeholder Group Interests & Purpose of Engagement).

The initial kickoff for the (Technical) Advisory Committee is tentatively scheduled for the end of October 2020, with a second meeting to follow in November 2020. Once up and running, (Technical) Advisory Committee meetings are expected to occur on a monthly basis to inform the GSP planning process.

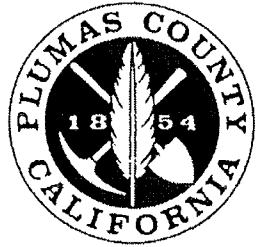
County staff time will be recovered as part of the \$2M dollar DWR SGM Grant awarded to the SVGMD.

ATTACHMENTS:

1. Plumas County Board of Supervisors Letter in Support of SVGMD application for SGM Grant (October 21, 2019)
2. Memorandum of Understanding Between Parties in the Sierra Valley Groundwater Basin as Related to the Sustainable Groundwater Management Act (January 8, 2019)
3. SVGSP Interests – Roles Worksheet (v4 – 9/14/2020)
4. Sierra Valley Groundwater Basin Stakeholder Communications & Engagement Plan (Draft Version: December 5, 2019)

BOARD OF SUPERVISORS

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



October 21, 2019

California Department of Water Resources
Sustainable Groundwater Management Grant Program
1416 9th Street
Sacramento, CA 95814

Re: Letter in Support of Sierra Valley Groundwater Management District application for Sustainable Groundwater Management (SGM) Grant, Round 3 SGM Planning

To whom it may concern:

Plumas County strongly supports of the Sierra Valley Groundwater Management District (SVGMD) application for Round 3 Program Funding as this funding is critical to achieving sustainable groundwater management in the Sierra Valley Groundwater Basin (5-12.01).

Plumas County—the Groundwater Sustainability Agency (GSA) for a small portion of the Sierra Valley Groundwater Basin that is outside of the SVMGD's jurisdictional GSA boundary—has executed a Memorandum of Understanding (enclosed herein) with the SVGMD that memorializes our commitment and intent to collaboratively develop one Sierra Valley Groundwater Sustainability Plan (SV GSP) that encompasses the SVGMD and Plumas County GSA areas and that includes the water management perspectives and priorities of local land and water owners and managers, interested citizens and public members, and federal and tribal entities.

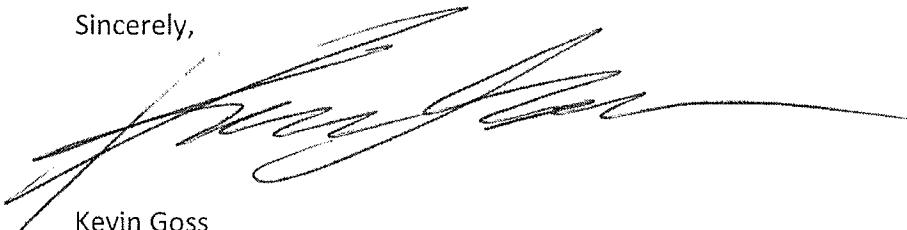
In recognition of the passage of the Sustainable Groundwater Management Act (SGMA) in 2014 and the State of California's requirement for a Groundwater Sustainability Plan (GSP) to be completed for the Basin by January 31, 2022, Plumas County actively supports the SVGMD in the development of this SV GSP grant application and in achieving our shared goal of developing and implementing a GSP in order to achieve groundwater sustainability in the Basin in accordance with SGMA. Sierra Valley is sparsely populated (< 2200 per the 2010 Census), and the entire basin has Disadvantaged Community (DAC) status, with two census tracts covering the entire Sierra Valley basin at 66% and 70% of California's Median Household Income.

PAGE 2
PLUMAS COUNTY BOARD OF SUPERVISORS
Letter in Support of Sierra Valley Groundwater Management District application
for Sustainable Groundwater Management (SGM) Grant, Round 3 SGM Planning

Plumas County has a long-term and cooperative relationship with the SVGMD and knows from decades of working together on sustainable water and land management in the Sierra Valley, that adequate funding for developing the SV GSP is an essential part of enabling the SVGMD to implement an effective and economically sustainable groundwater management program that is supported by SGMA beneficial users; stakeholders; and local, tribal, and federal governments. DWR grant funding will offer critical support to develop a legally defensible GSP, while building important infrastructure and capacity for ongoing monitoring and management efforts by the SVGMD.

Plumas County has provided staff support for the development of this application and commits to continue to be an active partner with the SVGMD throughout the SGMA planning process. Plumas County encourages the Sustainable Groundwater Management Grant Program to award funding to the Sierra Valley Groundwater Management District. We are happy to further discuss this application and the unique challenges that face Sierra Valley. Please contact the Plumas County Planning Director, Tracey Ferguson, AICP, at traceyferguson@countyofplumas.com or (530) 283-6214.

Sincerely,



Kevin Goss
Plumas County Supervisor, District 2

Enclosed: Memorandum of Understanding between Parties in the Sierra Valley
Groundwater Basin as Related to the Sustainable Groundwater Management Act

cc: Sharon Thrall, Plumas County Supervisor, District 3
Lori Simpson, Plumas County Supervisor, District 4
Jeff Engel, Plumas County Supervisor, District 5

MEMORANDUM OF UNDERSTANDING BETWEEN PARTIES IN THE SIERRA
VALLEY GROUNDWATER BASIN AS RELATED TO THE SUSTAINABLE
GROUNDWATER MANAGEMENT ACT.

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on January 8, 2019 by and between the County of Plumas ("County" herein) and the Sierra Valley Groundwater Management District ("District" herein), each a "Party" and collectively the "Parties").

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1139 and Assembly Bill 1739 known collectively as the Sustainable Groundwater Management Act ("SGMA"); and

WHEREAS, the purpose of SGMA is to create a comprehensive management system in California by creating a structure to manage groundwater at the local level, while providing authority to the State to oversee and regulate, if necessary, the local groundwater management system; and

WHEREAS, SGMA empowers and requires local agencies to develop and adopt Groundwater Sustainability Plans ("GSP") that are tailored to the resources and needs of their communities, provide a buffer against drought and contribute to reliable water supply for the future; and

WHEREAS, Water Code Section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to elect to become a Groundwater Sustainability Agency ("GSA") by using a memorandum of agreement or other agreement; and

WHEREAS, the Department of Water Resources (DWR) granted the Sierra Valley Groundwater Management District GSA authority over the portion of Sierra Valley Groundwater Basin within the District's boundaries on 4-1-2017; and

WHEREAS, the Department of Water Resources (DWR) granted Plumas County GSA authority over portions of the Sierra Valley Groundwater Basin outside of the District boundary and within Plumas County on 4-14-2017; and

NOW THEREFORE, incorporating the above recitals herein it is mutually understood and agreed as follows:

1. PURPOSE. This MOU is entered into by and between the Parties to facilitate a cooperative and ongoing working relationship to develop a single Sierra Valley GSP that will allow compliance with SGMA and State law, both as amended from time to time. The primary goal of the MOU is to eliminate overlap between the GSAs and to establish a working partnership to move toward a multi-GSA agreement to cover all portions of the Sierra Valley Groundwater Basin designated in DWR Bulletin 118 and to prepare and adopt a SGMA compliant GSP prior to the January 31, 2022 deadline set under SGMA.

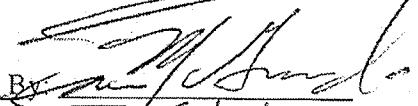
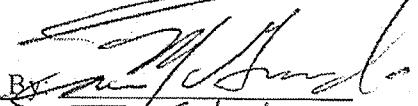
All Parties agree that all actions taken and/or contemplated under the GSP will be based on sound groundwater science and local expertise that will drive the development of the sustainability goals of the basin as outlined under SGMA.

2. TERM. This MOU shall remain in effect unless terminated by the mutual consent of the Parties and as allowed by State law.

3. AMENDING THE MOU. This MOU hereto may only be amended by subsequent writing, approved and signed by all Parties.

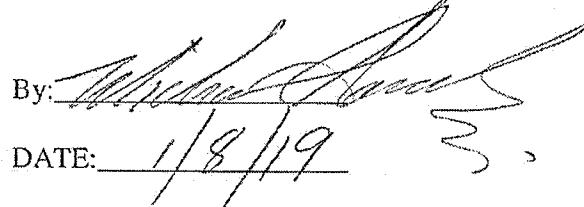
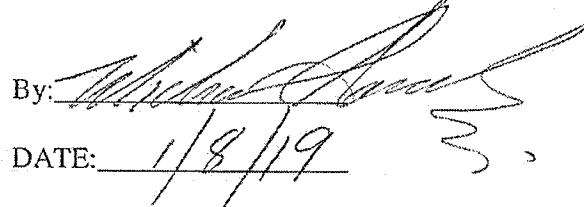
4. HOLD HARMLESS. No Party, not any officer or employees of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party in connection with this MOU.

SIERRA VALLEY
GROUNDWATER
MANAGEMENT DISTRICT


By: 

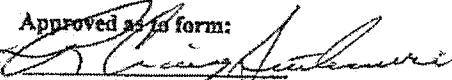
DATE: 12/11/19

COUNTY OF PLUMAS


By: 

DATE: 1/8/19

Approved as to form:


R. Craig Settimire
Plumas County Counsel

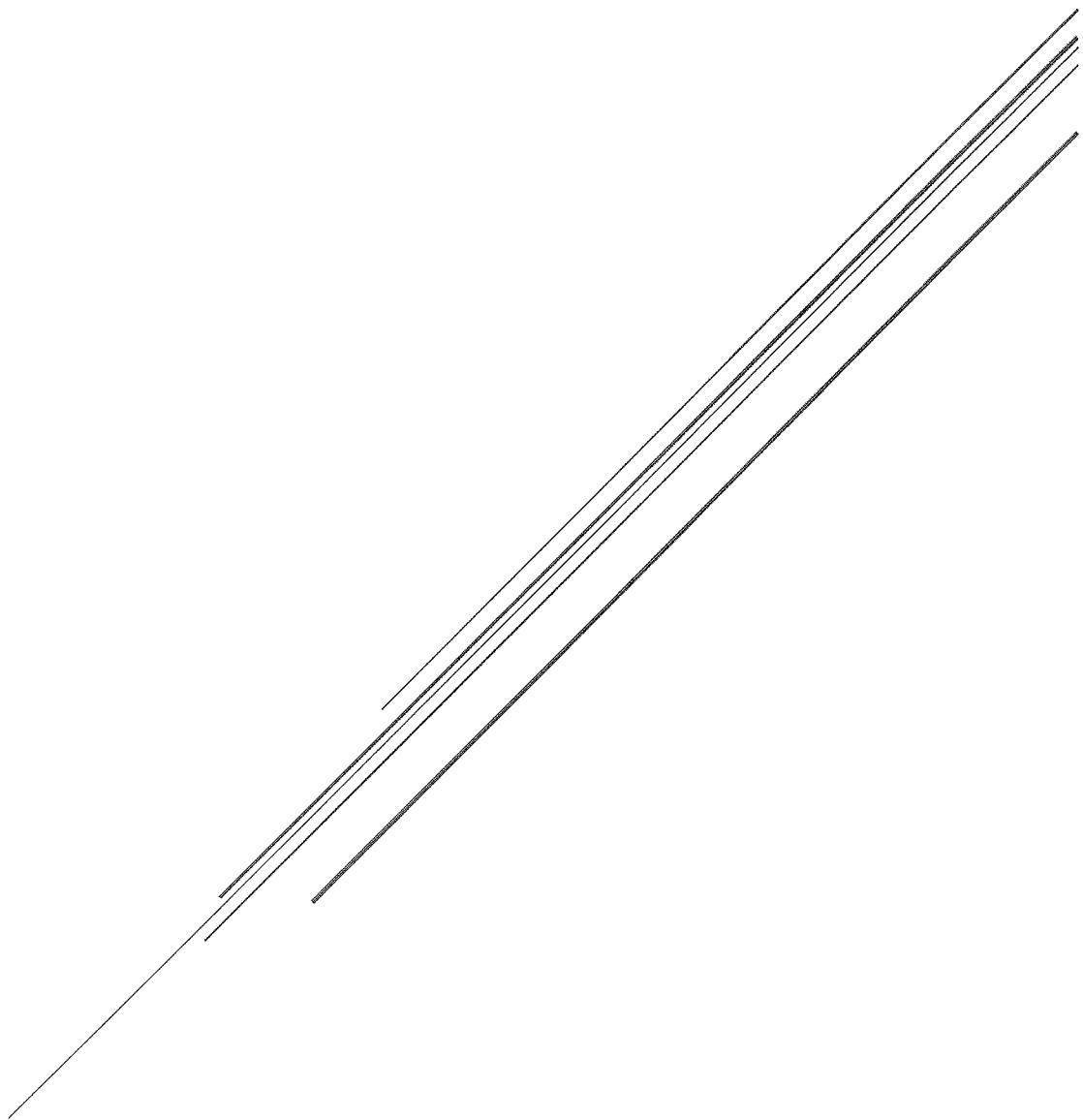
AGREEMENT NO. _____

SVGSP Interests – Roles Worksheet

Name	Organization	Planning Committee	TAC	Notes / Comments
Betsy Elzufon	LWA	■		Asst. PM – administration
Tracey Ferguson	Plumas County	■		
Jenny Gant	SVGMD	■		
Tania Carloni	CBI Facilitator	■	Transition	Transition through 12/31/20
Judie Talbot	LWA Facilitator	■	Facilitator	Facilitator
Laura Foglia	LWA	■	PM	Project Manager
Cab Esposito	LWA		Asst. PM - techl	
Kristi Jamason		■	X	Planning partner
TBD	SVGMD		X	GSA: TAC member & alternate
TBD	Plumas County		X	GSA: Member and alternate
Greg Hinds	Hinds Engineering		X	Engineering, sustainability
	Sierra Valley RCD		X	Agriculture
	UC Coop. Ext.		X	Agriculture
	UFR watershed		X	Integrated Water Management
	Sierra Brooks Wtr. Sierraville PUD		X	Human Right to Water (small water systems)
	City of Loyalton		X	Land use and PWS
	MSC? Ind. Tribes?		X	Tribal: member + alternate
	Plumas Corp		X	Ecological
	Plumas Audubon		X	Ecological
	Sierra Institute			
	East Sierra C of C		X	Economic development
	Plumas Nat'l. Forest		X	Land use an upper watershed hydrology
	Plumas Co. Env. H.		X	Water quality
	Sierra Co. Env. H.		X	Water quality
	Sierra Co. Public Works		X	Groundwater levels
			X	Soils, subsidence?
Debbie Spangler	DWR		Invite to participate	Programmatic knowledge
Bridgett Gibbons	CDFW		Invite to participate	Ecosystem knowledge

SIERRA VALLEY GROUNDWATER BASIN

Stakeholder Communications & Engagement Plan



Sustainable Groundwater Management Act (SGMA) Implementation
Draft Version: December 5, 2019

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APPENDICES

Appendix A: SGMA Implementation Schedule of Activities

Appendix B: Tribal Outreach Guidance

BACKGROUND

The purpose of the Sustainable Groundwater Management Act (SGMA), signed by Governor Brown in 2014, is to ensure local sustainable groundwater management in medium- and high-priority groundwater basins statewide. California's Department of Water Resources (DWR) has determined that the Sierra Valley Groundwater basin located in Plumas and Sierra counties is medium priority and subject to SGMA.

SGMA Milestones:



DESIRED OUTCOMES & GOALS OF THE PLAN

Plan Goals: SGMA requires Groundwater Sustainability Agencies (GSAs) to consider the interests of beneficial uses and users of groundwater, and encourages involvement of diverse social, cultural, and economic elements of the population within the basin during Groundwater Sustainability Plan (GSP) preparation and implementation (Water Code Sections 10723.8(a) (4) and 10723.2).

The goals of the Stakeholder Communications & Engagement Plan (Plan) are to:

1. Enhance understanding and inform stakeholders about water and groundwater resources in the Sierra Valley basin, the purpose and need for sustainable groundwater management, the benefits of sustainable groundwater management, and the need for a GSP.
2. Engage a diverse group of stakeholders throughout the GSP preparation and implementation process and promote informed feedback from stakeholders.
3. Employ a variety of outreach methods that encourage broad participation and make participation accessible.
4. Respond to stakeholder concerns and provide accurate and up-to-date information.
5. Manage communications and engagement in a manner that provides maximum value to stakeholders and constitutes an efficient use of the GSAs' resources.

Time Period: This Stakeholder Communications & Engagement Plan is intended to cover communications and engagement through January 2022, which is when the GSP is due to be submitted to the DWR. Since this is a multi-year effort, this Plan may be amended, as needed.

Outcomes: The desired outcome of this Plan is to achieve adoption of the GSP with input from stakeholders in consideration of the economy and the environment within the basin. In practical terms, the GSP regulations require a communications section of the GSP that must include the following:

- Explanation of the GSAs' decision-making process
- Identification of opportunities for public engagement and involvement
- Description of GSAs' encouragement of active involvement of diverse elements of the population within basin
- Method the GSAs shall follow to inform the public about GSP progress

This Plan forms the basis for the communications section of the GSP.

The timelines below illustrate the concurrent processes of stakeholder engagement and other SGMA activities in the basin:

2018	2019	2020	2021
<ul style="list-style-type: none">• Developed inter-agency agreements• Began defining Basin Setting• STAKEHOLDER ENGAGEMENT	<ul style="list-style-type: none">• Continue Basin Setting work• Describe Monitoring Protocols• Begin Sustainable Management Criteria• STAKEHOLDER ENGAGEMENT	<ul style="list-style-type: none">• Assessment and Improvement of Monitoring Networks• Continue Sustainable Management Criteria• Begin Projects and Management Actions• STAKEHOLDER ENGAGEMENT	<ul style="list-style-type: none">• Continue Sustainable Management Criteria• Continue Projects and Management Actions• GSP document preparation and adoption• STAKEHOLDER ENGAGEMENT

GSP Planning Timeline and Stakeholder Communication at a Glance

COMMUNICATIONS AND ENGAGEMENT FOR GSP ELEMENTS

To engage the public in development of a GSP that is science-based, complex, technical, and includes achievable outcomes, GSAs will strive to meet the following overall objectives:

- Educate the public, communicating what may often be complex concepts in a straightforward, comprehensible manner.
- Show how the input received has been incorporated into the plan or process.
- Remain focused on results and outcomes to develop a GSP that is compliant with SGMA.

It is anticipated that the GSP will be developed in six phases:

1. Preparation and submittal of initial notification of GSP preparation
2. Definition of plan area and basin setting
3. Development of sustainable management criteria, including the sustainability goal, definition of significant and unreasonable undesirable results, minimum thresholds, measurable objectives and interim milestones
4. Assessment and improvement of existing monitoring program and data management system
5. Identification and evaluation of proposed projects and management actions
6. Development of GSP implementation costs, detailed schedule, and annual reporting to DWR.

Each phase requires outreach with the goal of educating and engaging stakeholders on the technical and policy aspects of the GSP elements. The outreach and engagement for each phase will include a mix of communication tools, which are anticipated to be used in a variety of forums.

SGMA REQUIREMENTS FOR STAKEHOLDER OUTREACH & ENGAGEMENT

SGMA requires GSAs to consider the interests of all beneficial uses and users of groundwater as a part of GSP development and implementation. Further, as is stated in Water Code Section 10727.8, “The GSA shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the groundwater basin prior to and during the development and implementation of the GSP.” In addition, the GSP Regulations require that GSAs document in a communications section of the GSP the opportunities for public engagement and active involvement of diverse social, cultural, and economic elements of the population within the basin.

The Plan also identifies a variety of communication methods (see page 12) that will be employed to address the distinct interests of each group and provides a schedule of activities (see Appendix A) that clearly outlines the timeline for Plan implementation.

RELEVANT PARTICIPANTS/POTENTIAL AUDIENCES IN THE SIERRA VALLEY BASIN

Participating GSAs and Interagency Coordination

There are two GSAs within the Sierra Valley Basin that are actively participating in GSP development:

- ✓ Sierra Valley Groundwater Management District (District)
- ✓ Plumas County

Most of the basin is within the jurisdiction of the District. However, there is a small section of the basin outside the jurisdiction of the District and within Plumas County. Consistent with Water Code Section 10727(b), the two GSAs intend to develop a single GSP covering the entire basin.

While the GSAs are not required by SGMA to enter into a formal coordination agreement, the Sierra Valley Basin GSAs have entered into a voluntary interagency agreement in the form of a Memorandum of Understanding (MOU) that specifies the GSAs' intent to cooperatively implement SGMA.

The lands in the basin within Plumas County, but outside the jurisdiction of the District, are also within the management jurisdiction of the federal government, or more specifically, United States Forest Service (USFS) lands of the Plumas National Forest (PNF). This area within Plumas County and under the jurisdiction of the PNF is also significant to California Native Americans, including native people of the Washoe, Paiute, and Maidu tribes, who have deep and enduring cultural connections to this area of the basin. Through stakeholder outreach and engagement, Plumas County may enter into agreements with California Native American tribes and/or PNF, if warranted.

Interested Parties & Other Stakeholders

As required by SGMA, the GSA must establish and maintain a list of interested parties and provide an explanation of how those interests will be considered when developing and implementing the GSP. Specifically, Water Code Section 10723.2 identifies the following parties that GSAs must consider, and these interests include, but are not limited to:

- Agricultural users of groundwater
- Domestic well owners
- Municipal well operators
- Public water systems
- Land use planning agencies
- Environmental uses of groundwater
- Surface water users
- The federal government
- California Native American tribes
- Disadvantaged communities (including those served by private domestic wells or small community water systems).

Stakeholder Group Interests & Engagement Purpose

The following table identifies the categories of stakeholder interests and the corresponding groups that will be the focus of the GSAs' engagement efforts. The table also specifies the anticipated appropriate level of engagement for various stakeholder groups.

Table 1. Sierra Valley Stakeholder Group Interests & Purpose of Engagement

Category of Interest	Stakeholder Groups	Anticipated Level of Engagement
General Public <ul style="list-style-type: none"> • Citizens groups • Community leaders • Interested individual • Universities/Academia 	<ul style="list-style-type: none"> • Interested Individuals on Interested Parties List maintained by GSA • Upper Feather River Watershed Group 	Inform to improve public awareness of sustainable groundwater management
Land Use <ul style="list-style-type: none"> • Municipalities • Local land use agencies • Regional land use agencies • Community Service Districts 	<ul style="list-style-type: none"> • City of Loyalton • Plumas County Planning Department • Sierra County Planning Department 	Consult and involve to ensure land use policies are supporting GSP and there are no conflicting policies between the GSAs / GSP and local government agencies
Urban/ Commercial & Non-Commercial Agricultural Users <ul style="list-style-type: none"> • Water agencies • Irrigation districts • Municipal water companies • Mutual water companies • Resource conservation districts • Farmers/Farm Bureaus • Water Districts • Water-users associations • Irrigated Lands Regulatory Program Coalition 	<ul style="list-style-type: none"> • Plumas-Sierra Farm Bureau • Plumas-Sierra Cattlemen's Association • Plumas-Sierra Cattlewomen's Association • Plumas-Sierra County Agricultural Commissioner • Plumas-Sierra University of California Cooperative Extension • Sierra Valley Grange #466 • Sierra Valley Resource Conservation District (RCD) 	Inform and involve to ensure sustainable management of groundwater and consider viability of agricultural economy
Other Commercial Users <ul style="list-style-type: none"> • Commercial and industrial self-suppliers 	<ul style="list-style-type: none"> • American Renewable Power 	Inform and involve in assessing impacts to users
Environmental and Ecosystem Uses <ul style="list-style-type: none"> • Federal and State agencies • Wetland managers • Environmental groups 	<ul style="list-style-type: none"> • Plumas Audubon Society • The Nature Conservancy • Northern Sierra Partnership • Feather River Land Trust • Upper Feather River Watershed Group • California Dept of Fish & Wildlife, relative to Antelope Valley, Smithneck Creek, and Crocker Meadows Wildlife Areas 	Inform and involve to consider/incorporate potential ecosystem impacts to GSP process

Category of Interest	Stakeholder Groups	Anticipated Level of Engagement
Surface Water Users <ul style="list-style-type: none"> • Irrigation Districts • Water Districts • Water users associations • Agricultural users 	<ul style="list-style-type: none"> • Sierra Valley Mutual Water Co • Little Last Chance Creek Water District • Middle Fork Feather River Decree 3095 	Inform and involve to collaborate to ensure sustainable water supplies
Economic Development <ul style="list-style-type: none"> • Chambers of commerce • Business groups/associations • Elected officials • State Assembly members • State Senators • Economic Development Team 	<ul style="list-style-type: none"> • Sierra Institute for Community & Environment • Sierra County Board of Supervisors • Plumas County Board of Supervisors 	Inform and involve to support a stable economy
Human Right to Water <ul style="list-style-type: none"> • Disadvantaged communities • Small water systems • Environmental justice groups/community-based organizations • Domestic well owners 	<ul style="list-style-type: none"> • City of Loyalton • Sierra Brooks Water System • Sierra Water Works District #1 • Private well owners 	Inform and involve to provide safe and secure groundwater supplies to all communities reliant on groundwater
Tribes <ul style="list-style-type: none"> • Federally Recognized Tribes • Non-Federally Recognized Tribes 	<ul style="list-style-type: none"> • Washoe, Paiute and Maidu Tribes • California Tribal Water Commission 	Inform, involve and consult with tribal government
Federal Lands <ul style="list-style-type: none"> • U.S. Fish and Wildlife Service • U.S. Bureau of Reclamation • U.S. Army Corps of Engineers • U.S. Forest Service 	<ul style="list-style-type: none"> • Plumas National Forest • Tahoe National Forest 	Inform, involve and collaborate to ensure basin sustainability
Integrated Water Management <ul style="list-style-type: none"> • Regional water management groups (IRWM regions) • Flood agencies 	<ul style="list-style-type: none"> • Upper Feather River Integrated Regional Water Management Group 	Inform, involve and collaborate to improve regional sustainability

DEFINING ANTICIPATED LEVEL OF ENGAGEMENT

The following definitions intend to clarify the terms used in Table 1 and the anticipated level of engagement for various stakeholder groups.

Inform: To provide stakeholders with balanced and objective information to assist them in understanding the problem, alternatives, opportunities, and/or solutions. This will be achieved primarily through public workshops throughout GSP development.

Consult: To obtain stakeholder feedback on analysis, alternatives, and/or decisions. The GSAs will keep stakeholders informed, will listen to and acknowledge stakeholder concerns, and provide feedback on how stakeholder input has been addressed in the GSP. There will be opportunities for stakeholder comments at public workshops, through surveys, and at the GSA meetings.

Involve: To work directly with stakeholders throughout the process to ensure that concerns are consistently understood and considered. This will be achieved through public workshops, surveys, GSA meetings, and targeted briefings, as warranted.

Collaborate: To partner and to seek advice and innovation in formulating solutions that can be incorporated into the GSP.

COMMUNICATION & ENGAGEMENT FORUMS

Public Meetings/Hearing

Public meetings or hearings are formal opportunities for people to provide official comments on programs, plans, and proposals. District board meetings occur monthly and give stakeholders regular opportunities for consistent engagement with decision-makers in the basin. Since District meetings are public meetings that comply with the Ralph M. Brown Act, these meetings offer a forum for public comment on groundwater management in the basin more broadly as well as specifically on GSP planning. SGMA requires that a public meeting be held prior to the adoption of a fee and that public hearings are held for the adoption of GSP elements and the final GSP. There are also constitutional requirements for public hearings for some fee/rate options. Public meetings and hearings are an important forum for people to share viewpoints and concerns, but often occur at the end of a process, when only one option is under consideration. The GSAs will hold required public meetings and hearings, but will also use less formal public workshops to solicit input, feedback, and information throughout the process.

Public Notices

In addition to the public notice required for fee adoption, SGMA requires that prior to initiating the development of a GSP, GSAs must provide a written statement describing the manner in which stakeholders may participate in the development and implementation of the GSP. The statement must be provided to any incorporated city in the basin and Sierra and Plumas counties.

Public Workshops

The GSAs will convene public workshops. These workshops provide opportunities for people to learn about groundwater, SGMA, and GSP elements. Workshops can be organized in a variety of ways, including open houses, “stations” where people can ask questions one-on-one, and traditional presentations with facilitated question-and-answer sessions. In order to solicit feedback from people who may not be comfortable speaking in public, workshops can include small group breakout discussions, comment cards and other techniques. Whatever format is used, workshops will be designed to maximize opportunities for public input.

Public workshops will serve as the primary means for stakeholders to learn about SGMA implementation in the basin and to participate in GSP planning. Workshops will occur at key points in the planning process to ensure that stakeholders have opportunities to provide input and give feedback on the GSP. Workshops also serve as a venue to reply to stakeholder comments on the GSP. The following table outlines the approximate number of workshops, the estimated timing of the workshops, and the expected purpose/topics that will be addressed at each workshop which is aligned with the scope and sequence in the development of required GSP elements.

Table 2. Anticipated Workshop Schedule

Workshop Number	Estimated Timing of Workshop	Primary Topics/Purpose
1	October 2018	SGMA overview and milestones, SGMA implementation activities to date, GSP planning process timeline/work plan overview, identification of opportunities for stakeholders to participate in GSP planning (including, for example, siting of monitoring wells on property, registration of inactive wells, etc.)
2	Fall 2019	<ul style="list-style-type: none">update the community on the planning grant, work plan, and schedulereceive presentation summarizing basin conditions other relevant information which forms the basis for preliminary basin settingSolicit community input on preliminary basin setting results
3	Fall 2020	<ul style="list-style-type: none">Input on sustainable management criteria, including the sustainability goals, undesirable results, minimum thresholds, measurable objectives, and interim milestones.Begin projects and management actions discussion
4	Spring 2021	<ul style="list-style-type: none">Continue projects and management actions discussionSolicit comments on draft GSP sections
5	Fall 2021	Response to stakeholder comments on draft GSP and provide comments/feedback on refined draft GSP

METHODS FOR STAKEHOLDER OUTREACH & ENGAGEMENT

Outreach and communication efforts will take many forms, depending on the need (e.g., provide general background information, provide notice of upcoming public meetings). Communication methods will include, but are not be limited to the following:

- Traditional media: When required or appropriate, press releases will be distributed to the media list in time to meet deadlines for local newspapers inform the general public (see Table 3).
- Website: Background information, notice of public meetings, and information on GSP process and content will be posted on the District website (<http://www.sierravalleygmd.org/sustainable-groundwater-management-act>).
- Interested Party List Updates: The District will collect the names and contact information of interested parties at monthly District board meetings and public workshops, at a minimum. Through targeted outreach, GSAs will build and refine the Interested Parties List. Information will be sent via email, via post or phone, as appropriate, to those who have provided their contact information.
- Personal communication: Local GSA representatives, consultants and GSA officials will communicate directly with stakeholders (via email, telephone, U.S. mail, in person), as appropriate and necessary.
- Meetings and workshops: Meetings and workshops will be conducted at various locations within the basin, and for various purposes (e.g., work groups, public meetings), as needed and appropriate.
- On-line Surveys: To provide the greatest access possible to the greatest number of people, on-line surveys may be a useful stakeholder engagement tool to get a sense of stakeholder values as they relate to the development of sustainable management criteria and may be employed throughout the GSP development process.
- Printed materials: Printed materials will be used throughout the GSP development process for increasing awareness and understanding. Materials may take many forms, including flyers to be posted and otherwise made available in public places at key milestones, educational materials provided at meetings, a limited number of hard copies of GSP documents as they become available, and meeting handouts to facilitate public understanding and participation.

Table 3. Print & Online Media Sources & Contact Information

Media Source	Contact
Mountain Messenger	(Don Russell) mtnmess@cwo.com ; (Jill) yesdearyousuck@yahoo.com
Plumas/Sierra Sustainable Farmers Guild	Facebook Page
Portola Reporter	(Eva Small) esmall@plumasnews.com ; (Debra Moore) Managing Editor, Feather Publishing dmoore@plumasnews.com
Sierra Booster	(Jan Buck) jbuck@psln.com
Sierraville.org	http://www.sierraville.org

REFERENCE MATERIALS

DWR has developed various reference materials about SGMA and GSP development. While not comprehensive, the below table lists some essential SGMA reference materials to aid with successful GSP development.

Table 4. Reference Documents for SGMA Implementation

Reference Document Titles	Publishing Entity	Date/Year of Publication
Groundwater Sustainability Plan (GSP) Emergency Regulations Guide https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I74F39D13C76F497DB40E93C75FC716AA&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)&bhcp=1	DWR	July 2016
Best Management Practices Documents: 1. Monitoring Protocols Standards and Sites 2. Monitoring Networks and Identification of Data Gaps 3. Hydrogeologic Conceptual Model 4. Water Budget 5. Modeling 6. Sustainable Management Criteria https://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management/Best-Management-Practices-and-Guidance-Documents	DWR	2016-2018

Reference Document Titles	Publishing Entity	Date/Year of Publication
<p>Guidance Documents:</p> <ol style="list-style-type: none"> 1. Resource Guide for Climate Change Data and Guidance 2. Guidance for Climate Change Data Use During Sustainability Plan Development 3. Stakeholder Communications and Engagement 4. Engagement with Tribal Governments 5. GSP Annotated Outline 6. Preparation Checklist for GSP Submittal <p><u>https://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management/Best-Management-Practices-and-Guidance-Documents</u></p>	DWR	2016-2018

EVALUATION & ASSESSMENT

Any communication strategy should include opportunities to check in at various points during implementation to ensure that it is meeting the communication and engagement goals and complying with SGMA. This plan is expected to change over time to accurately reflect communications and engagement through the GSP planning process.

These periodic check-ins can include:

- What worked well?
- What didn't work as planned?
- Lessons learned.
- Making changes and developing mid-course corrections.

APPENDIX A: SGMA IMPLEMENTATION SCHEDULE OF ACTIVITIES

Sierra Valley Groundwater Basin
Sustainable Groundwater Management Act (SGMA) Implementation
2019-2022 SCHEDULE OF ACTIVITIES

Acronyms:

- PT= GSP Project Team
- GSA= Groundwater Sustainability Agency(ies)—Referring to SVGMD and Plumas County
- Sub= SVGMD Board Subcommittee
- C= Consultant(s)
- DWR= California Department of Water Resources
- TSS= Technical Support Services Program (DWR)
- PW= Public Workshop

Month/Year	Meetings/Milestones	Key Topics & Actions
January 2019	<ul style="list-style-type: none"> • GSP Project Team (monthly) 	<ol style="list-style-type: none"> 1. PT: Clarify GSP Work Plan priorities and next steps 2. PT: Refine work plan to incorporate draft GSP development progress
February 2019	<ul style="list-style-type: none"> • GSP Project Team (monthly) • SVGMD Board Meeting (monthly) • Tribal-FS Meeting 	<ol style="list-style-type: none"> 1. GSA: Approve coordination agreement between SVGMD and Plumas County 2. PT: Review GSP draft sections (Chapter 1 and Land Subsidence) to help identify data, technical, and resource gaps to inform development of GSP grant application work plan.
March-April 2019	<ul style="list-style-type: none"> • GSP Project Team (monthly) • SVGMD Board Meeting (monthly) • SVGMD Board Planning Subcommittee • Initiating Planning Grant 	<ol style="list-style-type: none"> 1. C: Bachand & Associates recharge study report findings presentation to SVGMD Board of Directors at March board meeting. 2. PT/GSA: GSP Project team present preliminary subsidence presentation to the SVGMD Board of Directors at April Board meeting.
May-August 2019	<ul style="list-style-type: none"> • GSP Project Team (monthly) • SVGMD Board Meeting (monthly) • SVGMD Board Planning Subcommittee <ul style="list-style-type: none"> ○ Defining Programs and Priorities for funding 	<ol style="list-style-type: none"> 1. PT with Burkhard Bohm: Compile existing basin setting information (technical information associated with basin conditions) to compare to GSP requirements and identify data, technical, and resource gaps to inform development of GSP grant proposal. 2. C/PT/Sub: Establish schedule for subcommittee meetings (to begin meeting in June). 3. PT/Sub/GSA: Present PSP requirements and activities and timeline for completion of proposal to SVGMD Board of Directors at June-July Board meetings. 4. PT: Prepare draft comments to DWR on draft PSP 5. PT/GSA: Present draft PSP comments to SVGMD at June board meeting and receive input. 6. PT/GSA: Incorporate SVGMD and Plumas County comments and finalize comments on draft PSP and submit to DWR. 7. DWR: Release Phase 2 final Basin Prioritization results.

Month/Year	Meetings/Milestones	Key Topics & Actions
		8. TSS (GSA/DWR): Complete agreement with landowners for entry permit on land for TSS multi-completion well installation. 9. TSS (GSA/DWR): Complete environmental documentation for TSS multi-completion well application.
September-October 2019	<ul style="list-style-type: none"> • GSP Project Team (monthly) • SVGMD Board Planning Subcommittee • SVGMD Board Meeting (monthly) 	1. TSS (DWR): Prepare agreements with landowner, drilling contractor, SVGMD. 2. TSS: Begin construction on multi-completion well. 3. DWR: Release of final PSP for GSP planning grant program (release date 9/9/19). 4. C/PT/GSA/Sub: Attend DWR informational webinar (9/18/19), draft GSP grant proposal, present progress updates and receive input and comments at SVGMD monthly board meetings and subcommittee meetings, incorporate GSA input. 5. Pass SVGMD board resolution for GSP planning grant submission (October SVGMD board meeting).
November-December 2019	<ul style="list-style-type: none"> • GSP Project Team • SVGMD Board Meeting • Finalizing Planning Grant • Public Workshop 	1. Submit GSP planning grant to DWR (November 15, 2019). 2. GSA/PT: Plan for fall public workshop. 3. PW: Public workshop (early December).
January-March 2020	<ul style="list-style-type: none"> • GSP Project Team (note-committee structure may be redefined at this point) • SVGMD Board Meeting 	1. C: Release of groundwater study report. 2. DWR: Announce draft & final GSP grant awards, work with DWR on pre-contracting. 3. GSA/PT: Draft and review RFP(s) for any needed GSP consulting services as per the GSP grant application and determine process for consultant selection. 4. DWR: Release Project Solicitation Package for GSP Implementation Grants.
April-June 2020	<ul style="list-style-type: none"> • GSP Project Team • SVGMD Board Meeting 	1. GSA/PT: Finalize RFP(s) for consulting services and release. 2. GSA/PT: Respond to consulting team questions before proposal submission. 3. GSA: Receive consultant proposals, conduct interviews and select consultant(s). 4. GSA: Contract with selected consultant(s) 5. C/PT/GSA: Monitoring protocols 6. C/PT/GSA: Maps 7. C/PT/GSA: Water Resource Monitoring and Management Programs 8. C/PT/GSA: Description of Plan Area 9. C/PT/GSA: Draft Basin Setting results 10. C/PT/GSA: Monitoring networks 11. PW: Stakeholder feedback on basin conditions/undesirable results
July-September 2020	<ul style="list-style-type: none"> • GSP Project Team • SVGMD Board Meeting 	1. C/PT/GSA: Land use elements and plans 2. C/PT/GSA: Additional GSP Elements including, but not limited to, impacts on Groundwater Dependent Ecosystems

Month/Year	Meetings/Milestones	Key Topics & Actions
October-December 2020	<ul style="list-style-type: none"> • GSP Project Team • SVGMD Board Meeting • SGMA Public Workshop 	<ol style="list-style-type: none"> 1. C/PT/GSA: Representative monitoring 2. C/PT/GSA/PW: Sustainability goal 3. C/PT/GSA/PW: Measurable objectives 4. C/PT/GSA/PW: Minimum Thresholds
January-March 2021	<ul style="list-style-type: none"> • GSP Project Team • SVGMD Board Meeting • SGMA Public Workshop 	<ol style="list-style-type: none"> 1. C/PT/GSA: Assessment and improvement of monitoring network 2. C/PT/GSA: Sustainability goal 3. C/PT/GSA: Measurable objectives (what conditions are desirable) 4. C/PT/GSA: Minimum Thresholds (what conditions are unacceptable) 5. C/PT/GSA/PW: Projects and Management Actions
April-June 2021	<ul style="list-style-type: none"> • GSP Project Team • SVGMD Board Meeting • SGMA Public Workshop 	<ol style="list-style-type: none"> 1. C/PT/GSA: Projects and Management Actions 2. C/PT/GSA/PW: Draft GSP for public Comment
July-September 2021	<ul style="list-style-type: none"> • GSP Project Team • SVGMD Board Meeting 	<ol style="list-style-type: none"> 1. C/PT/GSA: Response to public comments
October-December 2021	<ul style="list-style-type: none"> • GSP Project Team • SVGMD Board Meeting • SGMA Public Workshop 	<ol style="list-style-type: none"> 1. C: Incorporate public comments and prepare final review draft GSP 2. PT/GSA: Final review of GSP 3. C: Prepare final draft of GSP 4. GSA: GSAs adopt resolutions in support of GSP
January 2022	<ul style="list-style-type: none"> • GSP Project Team • SVGMD Board Meeting 	<ol style="list-style-type: none"> 1. GSA: Submit GSP to DWR via SGMA Portal

APPENDIX B: TRIBAL OUTREACH GUIDANCE

Consistent with Water Code Section 10720.3, the federal government or any federally recognized Indian Tribe, may voluntarily agree to participate in the preparation or administration of a GSP through a joint powers authority or other agreement with local agencies in the basin. A participating tribe shall be eligible to participate fully in planning, financing, and management. Additionally, SGMA identifies California tribes (including those that are not federally recognized) as possible beneficial users whose interests shall be considered in GSP development and implementation.

The Plumas National Forest lands within Plumas County but outside of the District's boundary are considered important to area tribes. During the stakeholder assessment, Plumas County clarified that it would take the lead on tribal outreach and engagement. Those activities may include the following:

Outreach Steps—Phase I

1. Plumas County will conduct an initial, informal communication with tribal primary points of contact to clarify interest in communicating formally regarding SGMA and tribal interests; request advice about appropriate avenues for outreach; and identify next steps. In the event a tribal representative cannot be contacted within a responsible timeframe, Plumas County will consult with DWR's Office of Tribal Policy Advisor for guidance (Anecita Agustinez, DWR Tribal Policy Advisor - Anecita.Agustinez@water.ca.gov).
2. Following successful initial communication with the Native American tribes, Plumas County will facilitate the implementation of the next steps identified in #3. Actions may include preparation of a formal letter from the Plumas County Board of Supervisors to each of the tribes, involvement of the District with the tribes, development of a Memorandum of Understanding (MOU) and/or establishing a consultation framework.

Outreach Steps – Phase II

Contingent on Phase I outcomes.

Relevant DWR Information

SGMA Section 10720.3. ...any federally recognized Indian Tribe, appreciating the shared interest in assuring the sustainability of groundwater resources, may voluntarily agree to participate in the preparation or administration of a groundwater sustainability plan or groundwater management plan under this part through a joint powers authority or other agreement with local agencies in the basin. A participating Tribe shall be eligible to participate fully in planning, financing, and management under this part, including eligibility for grants and technical assistance, if any exercise of regulatory authority, enforcement, or imposition and collection of fees is pursuant to the Tribe's independent authority and not pursuant to authority granted to a groundwater sustainability agency under this part.

Draft Discussion Paper Tribal Participation with Groundwater Sustainability Agencies http://www.water.ca.gov/groundwater/sgm/pdfs/SGMA_Tribal_GSAs.pdf

Must a local agency exclude federal and tribal lands from its service area when forming a GSA?

No, federal lands and tribal lands need not be excluded from a local agency's GSA area if a local agency has jurisdiction in those areas; however, those areas are not subject to SGMA. But, a local agency in its GSA formation notice shall explain how it will consider the interests of the federal government and California Native American tribes when forming a GSA and developing a GSP. DWR strongly recommends that local agencies communicate with federal and tribal representatives prior to deciding to become a GSA. As stated in Water Code §10720.3, the federal government or any federally recognized Indian tribe, appreciating the shared interest in assuring the sustainability of groundwater resources, may voluntarily agree to participate in the preparation or administration of a GSP or groundwater management plan through a JPA or other agreement with local agencies in the basin. Water Code References: §10720.3, §10723.2, §10723.8

Tribal Outreach Resources

The following are links to agency tribal outreach resources and considerations, each of which captures important principles and resources for tribal outreach. A short summary of key outreach principles can be found below.

- ◆ [Draft Discussion Paper Tribal Participation with Groundwater Sustainability Agencies](#)
- ◆ [CalEPA Tribal Consultation Policy Memo \(August 2015\)](#)
- ◆ [DWR Tribal Engagement Policy \(May 2016\)](#)
- ◆ [CA Natural Resources Agency Tribal Consultation Policy \(November 2012\)](#)
- ◆ [SWRCB Proposed Tribal Beneficial Uses](#)
- ◆ [CA Court Tribal Outreach and Engagement Strategies](#)
- ◆ [Traditional Ecological Knowledge resources](#)
- ◆ [Water Education Foundation Tribal Water Issues](#)

Key Outreach Principles

- ◆ *Engage early and often*
- ◆ *Consider tribal beneficial uses in decision-making (identified by region [here](#)); identify and seek to protect tribal cultural resources*
- ◆ *Share relevant documentation with tribal officials*
- ◆ *Conduct meetings at times convenient for tribal participation with ample notifications*
- ◆ *Request relevant process input/data/information from tribes*

- ◆ *Empower tribes to act as tribal cultural resources caretakers*
- ◆ *Designate a tribal liaison(s) where appropriate*
- ◆ *Share resources for tribal involvement as is feasible*
- ◆ *Develop MOUs where relevant*
- ◆ *Be mindful of the traditions and cultural norms of tribes in the area*

Key Outreach Partners/Liaisons

The following are potential partners for Sierra Valley tribal SGMA outreach:

- ◆ California Indian Water Commission, Inc.
- ◆ DWR Office of Tribal Advisor
- ◆ DWR Regional Office

**PROFESSIONAL SERVICES INTERIM
AGREEMENT FOR WEBSITE
DEVELOPMENT SERVICES**

THIS AGREEMENT is made and entered into this **1st day of July, 2020** ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California ("County"), and Michael Clawson and Patty Clawson, husband and wife, Sole Proprietor ("Consultant").

WITNESSETH:

WHEREAS, County proposes to have Consultant maintain the County Website, Explore Plumas County, during the transition of the County assuming control of the website as described herein below; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, County and Consultant desire to contract for specific services in connection with the service described below (the "Service") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services Consultant shall provide site monitoring, testing and maintenance, and fulfillment, including workflow notifications and follow-up, plus hosting and domain fees. Specifically, services will be as follows"

- Site Monitoring: Consultant will monitor website for any technical issues, and fix and/or repair as needed.
- Maintenance: Consultant will perform regular maintenance on website as needed. Maintenance may include broken links, missing graphics, redirects, etc.
- Fulfillment: Consultant will monitor and answer workflow notifications and email inquiries as needed.
- Testing: Consultant will test the site to ensure proper functionality and make changes as needed.

1.2. Professional Practices All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect

its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit "A"** attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed **Five Thousand Dollars (\$5,000.00)**.

2.2. Additional Services and Costs. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager for this Service, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultants' services which have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives

said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall be effective July 1, 2020, and continue for a period of time until after the platform of the website is transitioned to County control or previously terminated as provided herein or as otherwise agreed to in writing by the parties. The Board of Supervisors ratifies this agreement effective July 1, 2020, and approves payment for services for the period of July 1, 2020 to the date this agreement is approved by the Board of Supervisors.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for professional services satisfactorily performed up to and including the date of County's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including the webpages and domain for 'Explore Plumas County' and all of its content shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations,

products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.

5.2. Endorsements. Consultant and County agree to the following with respects to insurance provided by Consultant:

- (a) Consultant agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Consultant also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Consultant in relation to this agreement.
- (b) Consultant agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Consultant shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to County.
- (d) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (e) No liability insurance coverage provided to comply with Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to loss, Consultant waives its right to subrogation against the County.

5.3. Certificates of Insurance. Consultant shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The County Administrator or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

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

IF TO CONSULTANT:

Big Fish Creations
Box 276
Graeagle, CA 96103

Tel: (530) 836-4230
Fax: (530) 836-4230
Attn: Michael and Patty Clawson

IF TO COUNTY:

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

Tel: (530) 283-6170
Fax: (530) 283-6288
Attn: Gabriel Hydrick, County
Administrator

6.5. Drug Free Workplace. Consultant certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Consultant's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Consultant and County by a court of competent jurisdiction because of concurrent active negligence of Consultant and County Indemnitees, Consultant and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Consultant of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Consultant shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County (**Exhibit "C"**). Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Consultant shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment. Consultant will not employ any regular employee of County while this Agreement is ineffect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Pay Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially

impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS,
A political subdivision of the State of California

County Administrator

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

APPROVED AS TO FORM:

County Counsel

Date: _____

EXHIBIT A

FEE SCHEDULE

Compensation for Consultant monthly services shall be \$250 per month

The compensation estimate includes fees for domain hosting, monthly storage and e-mail accounts. Outside costs such as supplies, additional photography, copy & printing services, long distance telephone, travel and shipping, court and/or legal fees, will be over and above the compensation amount and may be billed at net costs per County prior approval. This agreement includes domain registration fees.

RESOLUTION NO. 2020 -

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS DECLARING RESULTS OF MAJORITY PROTEST PROCEEDINGS AND ESTABLISHING THE FEATHER RIVER TOURISM MARKETING DISTRICT (FRTMD)

WHEREAS, the Property and Business Improvement District Law of 1994 (Streets and Highways Code §36600 et. seq.) authorizes the County to establish business improvement districts upon petition by a weighted majority of the business owners located within the boundaries of the district; and

WHEREAS, lodging business owners who will pay more than fifty percent (50%) of the proposed assessment, as weighted according to the amount of the assessment to be paid by the petitioner, within the boundaries of the FRTMD have petitioned the Board of Supervisors to establish the FRTMD; and

WHEREAS, included with the petitions was a Management District Plan (Plan) summary that describes the proposed assessment to be levied on lodging businesses within the FRTMD to pay for sales and marketing programs, and other improvements and activities set forth in the Plan; and

WHEREAS, the assessed lodging businesses within the FRTMD will receive a specific benefit from the activities and improvements set forth in the Plan; and

WHEREAS, on August 18, 2020 at 10:00 AM at the Supervisors Board Room Court House, 520 Main Street, 3rd Floor, Quincy, CA 95971, the Board of Supervisors adopted a Resolution of Intention, Resolution No. 2020-8512 and

WHEREAS, the public meeting and public hearing to consider the establishment of the FRTMD have been properly noticed in accordance with Streets and Highways Code §36623; and

WHEREAS, on September 15, 2020 at 1:30PM at the Supervisors Board Room Court House, 520 Main Street, 3rd Floor, Quincy, CA 95971, the Board of Supervisors held a public meeting regarding the establishment of the FRTMD, and the Board of Supervisors heard and received objections and protests, if any, to the establishment of the FRTMD and the levy of the proposed assessment; and

WHEREAS, on October 6, 2020 at 1:30PM at the Supervisors Board Room Court House, 520 Main Street, 3rd Floor, Quincy, CA 95971, the Board of Supervisors held a public hearing regarding the establishment of the FRTMD, and the Board of Supervisors heard and received all objections and protests, if any, to the establishment of the FRTMD and the levy of the proposed assessment; and

WHEREAS, the Clerk of the Board has determined that there was no majority protest. A majority protest is defined as written protests received from owners of businesses in the proposed FRTMD which would pay fifty percent (50%) or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed to be levied on each lodging business; and

WHEREAS, the County bears the burden of proving by a preponderance of the evidence that an assessment imposed for a specific benefit or specific government service is not a tax, that the amount is no more than necessary to cover the costs to the County in providing the specific benefit or specific government service, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the specific benefits or specific government services received by the payor.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS THAT:

1. The recitals set forth herein are adopted by the Board of Supervisors as findings and they are true and correct.

2. The FRTMD is hereby established for a five (5) year term, beginning January 1, 2021 through December 31, 2025.

3. The Plan dated October 6, 2020 is hereby adopted and approved.

4. The activities to be provided to benefit businesses in the FRTMD will be funded by the levy of the assessment. The revenue from the assessment levy shall not be used: to provide activities that directly benefit businesses outside the FRTMD; to provide activities or improvements outside the FRTMD; or for any purpose other than the purposes specified in this Resolution, the Resolution of Intention, and the Plan. Notwithstanding the foregoing, improvements and activities that must be provided outside the FRTMD boundaries to create a specific benefit to the assessed businesses may be provided, but shall be limited to marketing or signage pointing to the FRTMD.

5. The Board of Supervisors finds as follows:

a) The activities funded by the assessment will provide a specific benefit to assessed businesses within the FRTMD that is not provided to those not paying the assessment.

b) The assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

c) The assessment is a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.

d) Assessments imposed pursuant to the FRTMD are levied solely upon the assessed business, and the business owner is solely responsible for payment of the assessment when due. If the owner chooses to collect any portion of the assessment from a transient, that portion shall be specifically called out and identified for the transient in any and all communications from the business owner as the "FRTMD Assessment" or "Tourism Assessment" as specified in the Plan.

6. The assessments levied for the FRTMD shall be applied towards sales and marketing programs to market Feather River lodging businesses as tourist, meeting and event destinations, and other improvements and activities as set forth in the Plan.

7. Assessments levied on lodging businesses pursuant to this resolution shall be levied on the basis of benefit. Because the services provided are intended to increase room rentals, an assessment based on room rentals is the best measure of benefit.

8. The assessments for the entire FRTMD will total approximately \$191,978.67 in year one (1).

9. Bonds shall not be issued to fund the FRTMD.

10. The FRTMD shall include all lodging business located within the boundaries of western Plumas County. A boundary map is attached hereto and incorporated herein by reference.

11. The assessments shall be used for the purposes set forth above and any funds remaining at the end of any year may be used in subsequent years in which the FRTMD assessment is levied as long as they are used consistent with the requirements set forth herein.

12. The assessments to fund the activities and improvements for the FRTMD will be collected by the County on a quarterly basis, and in accordance with Streets and Highways Code §36631.

13. The Board of Supervisors, through adoption of this Resolution and the Plan, has the right pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the FRTMD as defined in Streets and Highways Code §36612. The Board of Supervisors has determined that Feather River Tourism Association shall be the FRTMD Owners' Association.

14. Feather River Tourism Association, pursuant to Streets and Highways Code §36650, shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvement and activities described in the report. The first report shall be due after the first year of operation of the FRTMD.

15. The FRTMD established pursuant to this resolution will be subject to any amendments to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code §36600 et. seq.).

16. The Clerk of the Board, or his or her designee, is directed to take all necessary actions to complete the establishment of the FRTMD and to levy the assessments.

17. This Resolution shall take effect immediately upon its adoption by the Board of Supervisors.

I HEREBY CERTIFY that the foregoing Resolution of Formation was introduced and adopted at a regular meeting of the Board of Supervisors on the 13th day of October, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

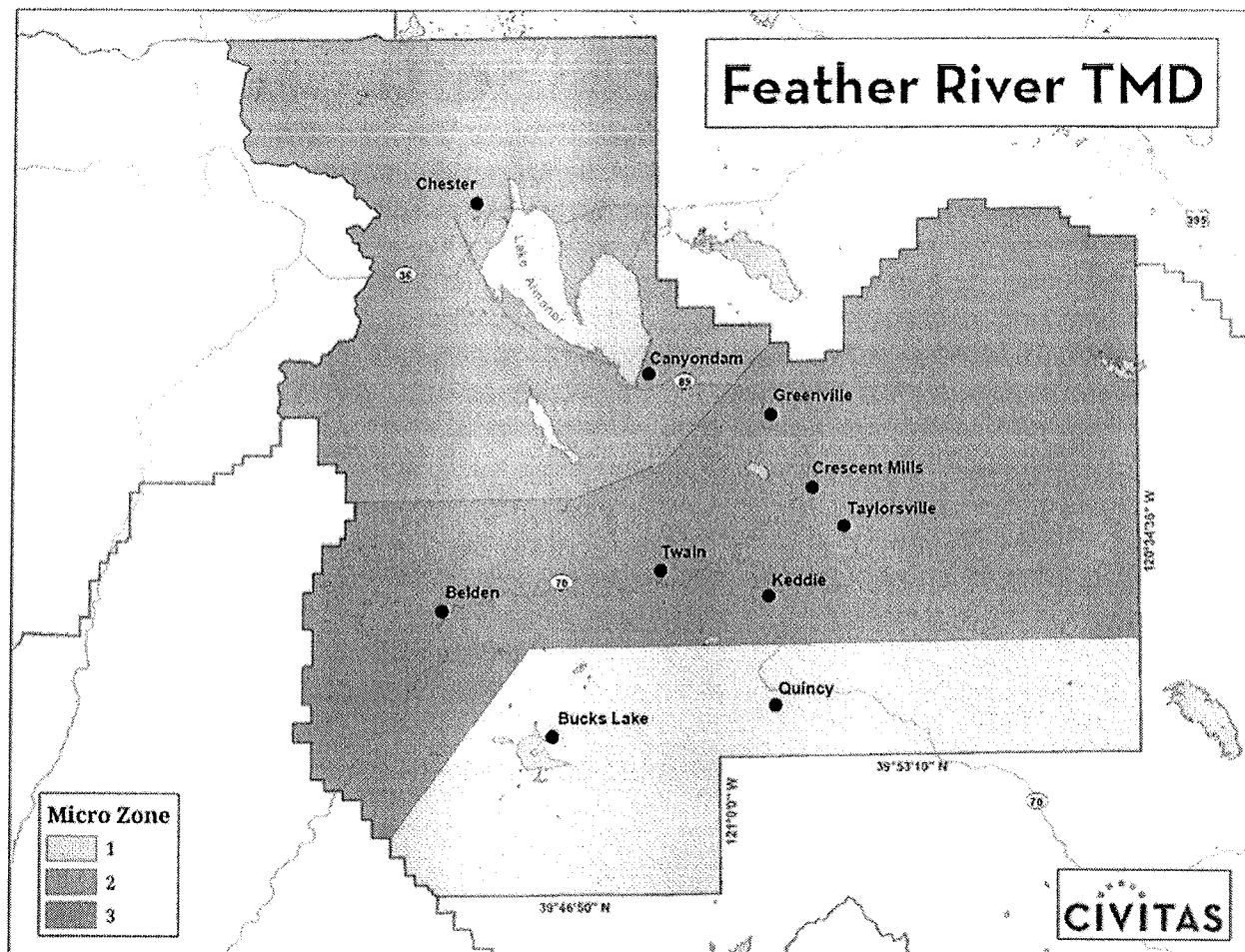
Attest

Approved as to Form:

Clerk of the Board

County Counsel

Boundary Map



California Legislature

October 1, 2020

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

Chairman Goss:

In these trying times, the disconnect between the state government in Sacramento and our way of life in Northern California has never been more painfully clear. The extended State of Emergency has destroyed even the appearance of representative government and left our communities as mere subjects of overreaching state power.

As we now enter the seventh month of the State of Emergency, with no end in sight, it is time to consider every legal and political lever at our disposal to restore representative democracy for our citizens. We take the COVID-19 pandemic seriously but our response to the threat must be one that is undertaken through free and representative government. This has not been the case in California.

The Governor has assumed broad powers during this open-ended emergency and through his Department of Public Health has instituted arbitrary and capricious rules that restrict and severely limit the ability of our citizens to pursue their livelihood. The education and mental health of our children languish under inadequate distance learning when our schools could be safely re-opened. The metrics have changed several times, yet each time have worked against counties like ours.

All of this has been done by the dictates of one man and a select group of bureaucrats. There has been no representative government. In fact, despite our protests, our Legislature has been complicit and failed to provide any check against this gross abuse of power. Worst of all, the Governor's machinations have been guided by politics and the influence of Sacramento special interests more than public health and the well-being of our citizens. We will call it exactly what it is: an autocracy, and not a benevolent one.

To keep compliance with this assumed autocratic rule, the Governor threatens our counties into compliance with his undemocratic rules by refusing to release federal CARES Act dollars earmarked to support our counties during this pandemic. He also threatens to withhold vital realignment dollars to support public safety and health in our counties. He sends state agents to threaten and fine our businesses. Our small businesses languish, and our unemployed citizens are forced to suffer under an incompetent EDD that fails to pay their entitled benefits.

In such times, it is incumbent upon us as elected leaders to guard the freedom and representative democracy that are the fundamental part of the social contract between our people and the State of California. In that light, we are holding a conference of North State representatives to be held on October 29th. At this conference, delegates from each county will seek common ground on topics such as the re-opening of the economy and our civic life, the re-opening of our schools, and actions in response to the State of California's threat to withhold entitled funds of the counties.

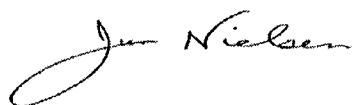
We request that you appoint a delegate with the appropriate authorization to attend the October 29th conference and consider these topics.

Together let us continue to lead our people through these trying times. To notify us of your selection to the conference, please email juleah.cordi@asm.ca.gov. All conference details will be sent to the appointed delegate in the coming weeks.

Sincerely,



JAMES GALLAGHER
Assemblymember, 3rd District



JIM NIELSEN
Senator, District 4


KEVIN KILEY
Assemblymember, 6th District


BRIAN DAHLE
Senator, District 1


MEGAN DAHLE
Assemblymember, 1st District

CC:
Sherrie Thrall, County Supervisor
Lori Simpson, County Supervisor
Jeff Engel, County Supervisor
Nancy DaForno, Board Clerk
Gabriel Hydrick, County Administrative Officer