



Board of Supervisors

Dwight Ceresola, 1st District

Kevin Goss, Vice-Chair, 2nd District

Thomas McGowan, 3rd District

Mimi Hall, Chair, 4th District

Jeff Engel, 5th District

Allen Hiskey, Clerk of the Board

Kristina Rogers, Deputy Clerk of the Board

AGENDA FOR REGULAR MEETING

JANUARY 13, 2026, TO BE HELD AT 10:00 AM

520 MAIN STREET, ROOM 308, 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 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.

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](http://LIVE%20ONLINE)

ZOOM Participation

Although the County strives to offer remote participation, it should be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlVZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

CALL TO ORDER

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 (10 minutes)

ACTION AGENDA

1. CONSENT AGENDA

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

A. SOCIAL SERVICES

- 1) Approve and authorize the Board of Supervisors to review and approve the current membership list for the 2026 Plumas County Child Abuse Prevention Council.

B. CHESTER PUBLIC UTILITY DISTRICT (CPUD)

- 1) Approve and authorize Chair to sign the Sub-Lease Agreement with Chester Public Utility District and Peninsula Fire for the property located at 251 Chester Airport Road Chester, CA.

C. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Public Health Agency to recruit and fill, funded and allocated, vacant 1 FTE Health Education Specialist I/ Health Education Coordinator I; (No General Fund Impact) Oral Health.

2. DEPARTMENTAL MATTERS

A. COUNTY COUNSEL - Josh Brechtel

- 1) Approve and authorize Chair to sign an agreement between Plumas County Counsel and P.S. Technologies, Inc. for Case Management and timekeeping software; effective January 13, 2026; not to exceed \$30,000.00; (General Fund Impact) as approved in (FY24/25) adopted budget (20080/540412-Software); approved as to form by County Counsel; discussion and possible action.

B. PUBLIC WORKS/ROAD - Rob Thorman

- 1) **CONTINUED PUBLIC HEARING 11:00AM** Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on January 6, 2026, of the County of Plumas, State of California ADMENDING ARTICLE 5, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; No General Fund Impact ; Road funds; approved as to form by County Counsel.; discussion and possible action. **Roll call vote**
- 2) Approve and Authorize the Chair and Public Works Director to sign attached Purchase Order for \$1,035,220 and approve and authorize the budget transfer of \$585,000 from Professional Services (account 521900) to PW Industrial Equipment (account 541900), a fixed asset account within the Road Fund budget. Discussion and possible action.
(Four/Fifths roll call vote)

C. PLANNING - Tracey Ferguson

- 1) **11:00AM TIME CERTAIN - PUBLIC HEARING:** Introduce and waive first reading of the **FRANKS CODE AMENDMENT (CA 6-24/25-02) ZONING ORDINANCE** of the County of Plumas, State of California Amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 12.8. Lot Line Adjustment, Sec. 9-2.1284. Requirements; Article 30. Agricultural Preserve Zone, Sec. 9-2.3004(c); Article 31. General Agriculture Zone, Sec. 9-2.3104(c); Article 32. Timberland Production Zone (TPZ), Sec. 9-2.3204(b); Article 33. General Forest Zone (GF), Sec. 9-2.3304(c); and Article 34. Mining Zone (M), Sec. 9-2.3404(c); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

D. SHERIFF'S OFFICE - Chad Hermann

- 1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and KBT for the fixed asset purchase of Kinetic Breeching Tool Package; total not to exceed \$13,700; (No General Fund Impact) 70356(Sheriff's Law Enforcement Supplement Fund/542600(Equipment); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

E. HUMAN RESOURCES

- 1) Adopt **RESOLUTION** to amend Fiscal Year 2025-2026 Plumas County Position Allocation for the County Counsel's Office, Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 2) Adopt **RESOLUTION** to adopt a new Legal Administrative Services Officer Job Classification for the County Counsel's Office, Base Wage \$36.90/Hour; Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 3) Approval of a Side Letter to the Memorandum of Understanding (MOU) between the County of Plumas and Confidential Employee's Association for the term of January 1, 2025 — December 31, 2026; approved by Human Resources Director and Negotiator Sara James; discussion and possible action.

F. AUDITOR-CONTROLLER - Martee Nieman

- 1) Approve and authorize the Auditor-Controller to recruit and fill, funded and allocated, vacant 1 FTE Fiscal and Technical Services Assistant I, II, III; (General Fund Impact) as approved in FY25/26 adopted budget; discussion and possible action.

3. BOARD OF SUPERVISORS

- A. Correspondence and weekly reports by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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; per Government Code §54957.6
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9 (1 Case)
- C. Personnel: Public Employee Performance Evaluation: Building Director (Board Only)
- D. Personnel: Public Employee Performance Evaluation: Agricultural Commissioner (Board Only)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

5. ADJOURNMENT

Adjourned meeting to Tuesday, January 20, 2026, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Christine Renteria, Office Supervisor
MEETING DATE: January 13, 2026
SUBJECT: Approve and authorize the Board of Supervisors to review and approve the current membership list for the 2026 Plumas County Child Abuse Prevention Council.

Recommendation:

Approve and authorize the Board of Supervisors to review and approve the current membership list for the 2026 Plumas County Child Abuse Prevention Council.

Background and Discussion:

Current Membership list for the 2026 Plumas County Child Abuse Prevention Council. Requesting the Board approve the current list for the year.

Action:

Approve and authorize the Board of Supervisors to review and approve the current membership list for the 2026 Plumas County Child Abuse Prevention Council.

Fiscal Impact:

(No General Fund Impact) No funds used

Attachments:

1. Cap 2026 Current list

**Plumas County
Child Abuse Prevention Council**

**Bethany Hammons
Coordinator**

**270 County Hospital Rd, Ste. 207
Quincy, CA 95971**

(530) 283-6578

Date: December 30, 2025
To: Plumas County Board of Supervisors
From: Bethany Hammons, Coordinator
Subject: 2026 Membership List

Attached please find the current membership list for the Plumas County Child Abuse Prevention Council. There have been some changes over the past year that will need to be approved by the Board. I am requesting the Board approve the current list for the year 2025.

Thank you.

Plumas Child Abuse Prevention Council Membership List

Wendi James	wjames@pcoe.k12.ca.us
Cheyanne T.	ctiradeau@plumasruralservices.org
Ashley Simpson	ashley@pcirc.com
Shawn A.	ShawnAdams@countyofplumas.com
Jessica Stading	jstading@headstart4u.org
Andrea Huggins	ahuggins@headstart4u.org (Alternate)
Robin E.	reich@cttp.net
Bob B.	bbattistoni@plumasruralservices.org
Pam Becwar	first5plumas@gmail.com
Amber H.	amber@plumasfiresafe.org
Bethany H.	bethanyhammons@countyofplumas.com



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Bonnie Mullaney

MEETING DATE: January 13, 2026

SUBJECT: Approve and authorize Chair to sign the Sub-Lease Agreement with Chester Public Utility District and Peninsula Fire for the property located at 251 Chester Airport Road Chester, CA.

Recommendation:

Approve and authorize Chair to sign the Sub-Lease Agreement with Chester Public Utility District and Peninsula Fire for the property located at 251 Chester Airport Road Chester, CA.

Background and Discussion:

Action:

Approve and authorize Chair to sign the Sub-Lease Agreement with Chester Public Utility District and Peninsula Fire for the property located at 251 Chester Airport Road Chester, CA.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Draft 12-16-2025 Sublease - 251 Airport Road
2. Exhibit A Floor Plan Lease Pen Fire

SUBLEASE AGREEMENT
BETWEEN
CHESTER PUBLIC UTILITY DISTRICT
AND
PENINSULA FIRE PROTECTION DISTRICT
Revision 12-16-2025

This Sublease Agreement (“Lease” or “Sublease”) is made and entered into as of January 1, 2026 (the “Effective Date”), by and between **Chester Public Utility District (“Lessor” or “CPUD”)**, and **Peninsula Fire Protection District (“Lessee” or “PFPD”)**.

This Sublease is made subject to and subordinate to the Airport Land Lease between the County of Plumas and Chester Fire District and Chester Public Utility District, dated May 5, 2009 (“Master Lease”). The County of Plumas is an intended third-party beneficiary of all compliance, indemnity, and insurance obligations of Lessee, and no sublease is valid without County of Plumas’ prior written approval. In the event of any conflict between this Sublease and the Master Lease, the terms, conditions, and requirements of the Master Lease shall control.

ARTICLE 1 – Premises

1.1 Premises. As of the Effective Date, Lessor hereby leases to Lessee the portion of the property located at 251 Airport Road, Chester, California, formerly used as the Chester Fire Station, as further depicted and described in Exhibit A (the “Premises”). The Premises include the equipment bay, bedrooms, restrooms, kitchen, living and working areas, and all associated interior spaces. The Premises do not include the area designated as the “Board Room”, the CPUD water and sewer operations areas, the front office areas currently used by CPUD, the upstairs weight room and common area, and the detached adjacent hangar formerly used by Chester Fire.

1.2 Appurtenant Rights. The Premises include the right to use those facilities designated by CPUD in Exhibit A for fire-related duties, apparatus storage, emergency response staging, and firefighter training.

1.3 Condition of Premises. Lessee accepts the Premises “as-is,” subject to Lessor’s maintenance responsibilities under this Lease.

ARTICLE 2 – Term and Termination

2.1 Term. The term of this Lease shall commence on January 1, 2026, and shall terminate on the earlier of (a) January 1st, 2028, or (b) the expiration or earlier termination of the Master Lease, unless earlier terminated as provided herein.

2.2 Termination. Either party may terminate this Lease without cause upon six (6) months’ prior written notice to the other. If the Master Lease between CPUD and the County terminates for any reason, this Sublease immediately terminates on the same date, without liability to Lessor.

ARTICLE 3 – Rent

3.1 Rent Amount. Beginning January 1, 2026, Lessee shall pay Lessor \$1,200 per month, due in advance on the first working day of each month.

3.2 Late Fees. Rent not received within 15 days after due date shall incur a \$30 late fee or 2.5% of the amount due, whichever is greater.

ARTICLE 4 – Use of Premises

4.1 Permitted Use. The Premises shall be used as an operating fire station, including apparatus housing, emergency response operations, firefighter quarters, administrative offices, EMS supply storage, and training activities.

4.2 Restricted Areas. Lessee shall not enter areas excluded from the Premises under Exhibit A without prior approval from Lessor.

4.3 Alternative Uses. Lessee may request to use the Premises for other comparable public-safety uses permitted by zoning, subject to Lessor's prior written approval.

4.4 Master Lease Compliance. Lessee acknowledges and agrees that (a) this Sublease is subject to the County of Plumas Master Lease, (b) County approval is required for validity, and (c) Lessee's use must comply with all Airport rules, FAA requirements, and federal nondiscrimination requirements incorporated in the Master Lease.

4.5 FAA and Airport Requirements. Lessee shall comply with all applicable FAA regulations, Airport rules, and all other obligations incorporated into the Master Lease.

4.6 Federal Nondiscrimination Requirements. Lessee shall use and operate the Premises in full compliance with all federal nondiscrimination requirements applicable to the Airport and to the Master Lease, including, without limitation, Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Part 21, as amended. Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, consistent with Section 27 of the Master Lease.

ARTICLE 5 – Quiet Enjoyment

Upon payment of rent and performance of obligations herein, Lessee shall have peaceful and quiet enjoyment of the Premises, subject to the Master Lease and Lessor's reserved rights.

ARTICLE 6 – Maintenance and Repairs

6.1 Lessor Responsibilities. Lessor shall, at its sole expense maintain the exterior of the building, structural components, HVAC replacement, perform major plumbing repairs as necessary, repairs for acts of nature or vandalism (unless caused by Lessee), and maintain a safe building consistent with Civil Code §1941.2.

6.2 Lessee Responsibilities. Lessee is responsible for regular housekeeping and janitorial services, minor repairs (including but not limited to interior paint, plumbing, electrical, fixtures, light bulbs), and routine cleaning, appliance repair and maintenance, snow removal for Lessee's access to premises in Exhibit A, Garage door maintenance and repair, HVAC maintenance and repair, and preventative maintenance. To the extent any maintenance, repair, or compliance obligations allocated to Lessee under this Lease result in Lessor's incurring costs or liability to the County under the Master Lease, Lessee shall reimburse and indemnify Lessor for such costs and liability, except to the extent caused by the active negligence or willful misconduct of Lessor.

6.3 Pre-existing Conditions. Lessee accepts the Premises on an "as-is" basis. The following pre-existing conditions are acknowledged and accepted broken floor tiles, wall dings, shower rot (photographs documented by Lessor).

6.4 Lessee-Caused Damage. Lessee shall repair (or reimburse Lessor for repair of) damage caused by negligence or intentional acts of Lessee, its personnel, or its invitees.

6.6 Maintenance Safety Protocols.

(a) Scheduling of Work. Whenever reasonably feasible, Lessor shall schedule repair and maintenance work at times reasonably acceptable to Lessee, taking into account Lessee's operational needs and emergency response requirements.

(b) Work Involving Airborne Contaminants. Repair or maintenance work that involves the use of processes, materials, or equipment that generate airborne contaminants which may negatively impact indoor air quality (including but not limited to solvents, paints, adhesives, or other volatile chemicals) may be conducted during normal working hours **only with Lessee's prior written consent**, except in the case of an emergency.

(c) Ventilation Measures. When repair or maintenance work involving such processes must be performed during normal working hours, mechanical ventilation units serving the affected portions of the Premises shall be shut down for the duration of such work, and until any contaminants generated thereby have had a reasonable opportunity to dissipate. During such period, Lessor shall take reasonable steps to provide alternative sources of fresh air to the Premises, consistent with applicable health and safety standards and Lessee's operational needs.

(d) Advance Notice. Lessor shall give Lessee at least five (5) business days' prior written notice of any non-regularly scheduled maintenance and of any repair work to be performed on the Premises, except where immediate work is required to respond to an emergency condition or to address an imminent threat to health, safety, or property, in which case notice shall be given as soon as reasonably practicable under the circumstances.

(e) Hazardous Materials Information. Lessor, and any contractor or vendor performing work on behalf of Lessor on the Premises, shall maintain and make reasonably available to Lessee Material Safety Data Sheets (MSDS) or Safety Data Sheets (SDS) for all hazardous materials utilized in connection with such work, to the extent required by applicable law.

ARTICLE 7 – Utilities

7.1 Water and Sewer. Lessor shall provide water and wastewater service.

7.2 Electricity & Propane. Separate meters shall be installed within 6 months. Lessee shall pay any costs associated with installing the separate meters. Until separate meters are installed and operational, Lessee shall pay 1/3 of monthly power and 1/2 of monthly propane. After separate metering, each party pays its own meter.

ARTICLE 8 – Insurance

8.1 – General Requirements. Lessee shall, at its sole cost and expense, procure and maintain for the duration of the Lease all insurance (or approved self-insurance) required herein.

All insurance required of Lessee shall:

- (a) be placed with insurers admitted to do business in the State of California with an A.M. Best rating of A/VII or better, unless otherwise approved by Lessor;
- (b) name Lessor (Chester Public Utility District) and the County of Plumas, and their respective officers, directors, employees, and agents, as additional insureds;
- (c) provide primary and non-contributory coverage as to any insurance or self-insurance maintained by Lessor;
- (d) provide that coverage shall not be cancelled, non-renewed, or materially reduced without thirty (30) days' prior written notice to Lessor; and
- (e) comply with all insurance obligations imposed on subtenants in the Master Lease between Lessor and the County of Plumas ("Master Lease").

8.2 Insurance Requirements.

(a) Commercial General Liability. Lessee shall maintain commercial general liability (CGL) insurance, on an occurrence form basis, providing coverage for bodily injury, property damage, personal injury, products and completed operations, and contractual liability with limits of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. Coverage shall include fire station operations, training activities, use of fire apparatus and equipment, premises liability, and liability assumed under this Lease.

(b) Automobile Liability. Lessee shall maintain automobile liability insurance for owned, hired, and non-owned vehicles with limits of not less than \$2,000,000 combined single limit.

(c) Workers' Compensation and Employer's Liability. Lessee shall maintain workers' compensation coverage as required by California law and employer's liability coverage in an amount not less than \$1,000,000 each accident. If Lessee is legally permitted to self-insure for workers' compensation, evidence of such authority shall satisfy this requirement.

(d) Property Insurance – Building. Lessee shall procure and maintain property insurance covering the portion of the building constituting the Premises, and any tenant improvements or betterments thereon, in the "all-risk" form for full replacement cost with no coinsurance penalty provision, as required of Tenant under Sections 14.A and 14.B(2) of the Master Lease. Such policy

shall name the County of Plumas and Lessor as loss payees, as their interests may appear, and shall otherwise comply with all property-insurance requirements imposed on Tenant and its subtenants under the Master Lease.

(e) Lessee's Property. Lessor shall not be responsible for any loss or damage to Lessee's personal property, regardless of cause, except to the extent caused by Lessor's active negligence or willful misconduct.

(f) Self-Insurance Permitted. As a California public agency, Lessee may satisfy liability insurance obligations under this Article through a duly adopted self-insurance program, joint powers authority pool, or risk-sharing arrangement, provided that coverage levels are equivalent to the minimum insurance amounts required herein, Lessee provides Lessor with a letter of self-insurance or evidence of JPA pooling coverage, and additional insured status is provided to Lessor and County to the extent permitted by law.

8.3. Waiver of Subrogation. To the extent permitted by law, Lessee's insurer shall waive all rights of subrogation against the other party. Lessee's self-insurance shall be deemed to include a waiver of subrogation to the extent allowed under California law.

8.4. Certificates and Endorsements. Prior to Lessee's occupancy of the Premises, and thereafter upon renewal, Lessee shall provide certificates of insurance (or JPA risk-pool evidence), additional insured endorsements, and primary and non-contributory endorsements. Lessor may request updated certificates at any time during the Lease Term.

8.5. Separate from Indemnity. Lessee's indemnification obligations herein are separate from and in addition to insurance requirements. Maintenance of insurance does not limit Lessee's liability under this Lease.

ARTICLE 9 – Indemnification

9.1. Lessee Indemnification. Lessee shall indemnify, defend, and hold harmless Lessor and the County of Plumas, and their respective directors, officers, employees, and agents from all claims, damages, losses, liabilities, and expenses (including attorney's fees) arising out of Lessee's use or occupancy of the Premises, any act or omission of Lessee, its employees, volunteers, contractors, guests, or invitees, any breach of this Lease by Lessee, and any violation of law by Lessee, including, without limitation, any claim that could give rise to liability of Lessor under Sections 7, 13, 27, or any other applicable provisions of the Master Lease.

9.2. Lessor Indemnification. Lessor shall indemnify, defend, and hold harmless Lessee from claims arising out of Lessor's breach of this Lease and the active negligence or willful misconduct of Lessor.

ARTICLE 10 – Damage or Destruction

10.1. Notice of Damage. In the event the Premises or any portion thereof is damaged or destroyed by fire or other casualty, the party discovering the damage shall promptly notify the other party in writing.

10.2 Lessor's Election to Repair. If the Premises are damaged or destroyed, Lessor shall, within sixty (60) days after the casualty, notify Lessee whether Lessor elects to repair and restore the Premises or terminate this Lease. Lessor's decision shall be final.

10.3 Repair and Restoration. If Lessor elects to repair:

- (a) Lessor shall use available insurance proceeds to repair the Premises to substantially the same condition as existed immediately prior to the casualty, reasonable wear and tear excepted.
- (b) Lessor shall not be required to expend more than the amount of net insurance proceeds available for such restoration.
- (c) Lessor shall not be obligated to repair or replace Lessee's personal property, equipment, apparatus, furnishings, or any alterations or improvements installed by Lessee.
- (d) Lessee shall cooperate in temporarily vacating or adjusting operations as reasonably necessary to allow repairs to be made.

10.4 Rent Abatement. If a casualty renders all or a substantial portion of the Premises unusable for Lessee's permitted use, rent shall abate proportionately during that period to the extent not covered by any applicable rental insurance. If only part of the Premises is unusable, the abatement shall be equitable, based on the portion affected.

ARTICLE 11 – Hazardous Materials

Lessor and Lessee are aware of California Health & Safety Code Section 25359.7(a). Pursuant to California Health & Safety Code Section 25359.7, Lessor hereby advises Lessee that Lessor does not know, or have reasonable cause to believe, that any release of a hazardous substance has come to be located on or beneath the Premises in violation of applicable law.

If it is established by agreement of Lessor and Lessee or by a final order of a court of competent jurisdiction that Lessor's foregoing disclosure was inaccurate, Lessor shall indemnify, hold harmless, and defend Lessee from and against all claims, liabilities, costs, and expenses arising out of such inaccuracy, but only to the extent the claim arises from a release not caused or contributed to by Lessee.

Lessee shall not use, store, generate, or dispose of hazardous substances on or about the Premises except in compliance with all applicable federal, state, and local laws, regulations, and ordinances, and only to the extent reasonably necessary for Lessee's fire and EMS operations. Lessee shall be solely responsible for any release of hazardous substances caused or permitted by Lessee or its employees, volunteers, contractors, or invitees.

Lessee will always use and maintain the existing plomovents when vehicles are running within interior spaces listed in Exhibit A to prevent hazardous conditions.

Lessee shall indemnify, defend, and hold harmless Lessor and the County of Plumas from and against all claims, liabilities, costs, and expenses arising out of: (i) Lessee's use, handling, storage, or disposal of hazardous substances; or (ii) any release caused or contributed to by Lessee or its agents, employees, contractors, volunteers, or invitees, including any resulting obligations of Lessor or County under Section 7 of the Master Lease.

Lessee acknowledges and agrees to comply with all obligations regarding Hazardous Materials imposed on Tenant under Section 7 of the Master Lease.

This article and indemnity obligations shall survive the expiration or termination of this Lease and shall be governed by the laws of the State of California.

ARTICLE 12 – Assignment and Subletting

Lessee shall not assign or sublet without Lessor's prior written approval and County of Plumas' prior written approval.

ARTICLE 13 – Taxes

Lessee is not responsible for possessory interest tax or any other tax on the Premises. Lessor is responsible for all such obligations.

ARTICLE 14 – Compliance with Laws and Safety Requirements

Lessee and Lessor shall, at their own expense, comply with all applicable federal, state, and local laws, ordinances, regulations, codes, and permitting requirements relating to their respective use and maintenance of the Premises, including all applicable safety and occupational health requirements.

ARTICLE 15 – Improvements and Alterations

Neither Lessee nor Lessor shall make any material alterations, improvements, or additions in or about the Premises without the prior written consent of the other party, except as otherwise stated in this Lease. Routine, non-structural repairs, maintenance, painting, or replacement of fixtures reasonably necessary for day-to-day operations may be performed by Lessee without prior approval, provided such work does not alter the structure, building systems, or any area outside the Premises.

ARTICLE 16 – Access to Premises

Lessor shall have the right to enter the Premises at all reasonable times, and upon reasonable prior written notice to Lessee, for the purposes of inspection, maintenance, repair, ensuring compliance with this Lease, or for any purpose required under the Master Lease. County of Plumas shall have the same right of entry to the Premises as Lessor to the extent necessary to exercise its rights under the Master Lease. In an emergency, no prior written notice shall be required, but Lessor or County

shall provide notice to Lessee as soon as reasonably practicable under the circumstances. Lessor and County, respectively, shall use reasonable efforts to conduct any entry or activity in a manner that minimizes interference with Lessee's operations, response capabilities, and use of the Premises.

ARTICLE 17 – General Provisions

17.1 Authority. Each party represents and warrants that it has full power and authority to execute and perform its obligations under this Lease pursuant to its governing instruments, without the need for further action, and that the individuals executing this Lease on its behalf are duly authorized to do so.

17.2 Captions. The captions and headings appearing in this Lease are for convenience only and do not define, limit, or describe the scope or intent of the provisions of this Lease.

17.3 Lessee/Lessor Approval. Except where stated herein to the contrary, references to "Lessee's approval," "Lessor's approval," or similar phrases shall mean the written approval of the party's duly authorized representative. For purposes of this Lease, Lessee's authorized representative is the Board of the Peninsula Fire Protection District, and Lessor's authorized representative is the Board of the Chester Public Utility District, unless either party designates another representative in writing.

17.4 Remedies. The rights and remedies of the parties under this Lease are cumulative and in addition to any other rights and remedies available at law or in equity, except where this Lease expressly provides otherwise.

17.5 Entire Agreement. This Lease, including all exhibits and attachments, constitutes the entire agreement between the parties hereto regarding the Premises and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.

17.6 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

17.7 Modification. This Lease may not be modified or amended except by a written instrument executed by both parties and, where required by the Master Lease, approved in writing by Plumas County.

17.8 Notices. All notices required or permitted under this Lease shall be in writing and delivered (i) personally to a duly authorized representative of the receiving party, or (ii) by first-class U.S. Mail, postage prepaid, addressed as follows, or to such other address as a party may designate by written notice.

Lessor:

Chester Public Utility District
Attn: General Manager
P.O. Box 503
Chester, CA 96020

Lessee:

Peninsula Fire Protection District
Attn: Fire Chief
801 Golf Club Road
Lake Almanor, CA 96137

Notices delivered personally shall be deemed given upon delivery. Notices sent by mail shall be deemed given forty-eight (48) hours after deposit in the U.S. Mail.

17.9 Partial Invalidity. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected and shall be enforceable to the fullest extent permitted by law.

17.10 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

17.11 Time of Essence. Time is of the essence with respect to all provisions of this Lease.

17.12 Waiver. No provision of this Lease shall be deemed waived except by written instrument signed by the party against whom the waiver is asserted. A waiver of any breach shall not be deemed a waiver of any other breach or of the same provision on a future occasion.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date set forth below.

LESSOR:

CHESTER PUBLIC UTILITY DISTRICT

APPROVED AS TO FORM:

By: _____

Name: Bonnie Mullaney

Title: General Manager

Date:

Margaret Long, Counsel

LESSEE:

PENINSULA FIRE PROTECTION DISTRICT

APPROVED AS TO FORM:

By: _____

Name: Robert Gray

Title: Fire Chief

Date:

ACKNOWLEDGED:

COUNTY OF PLUMAS

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

Date: _____

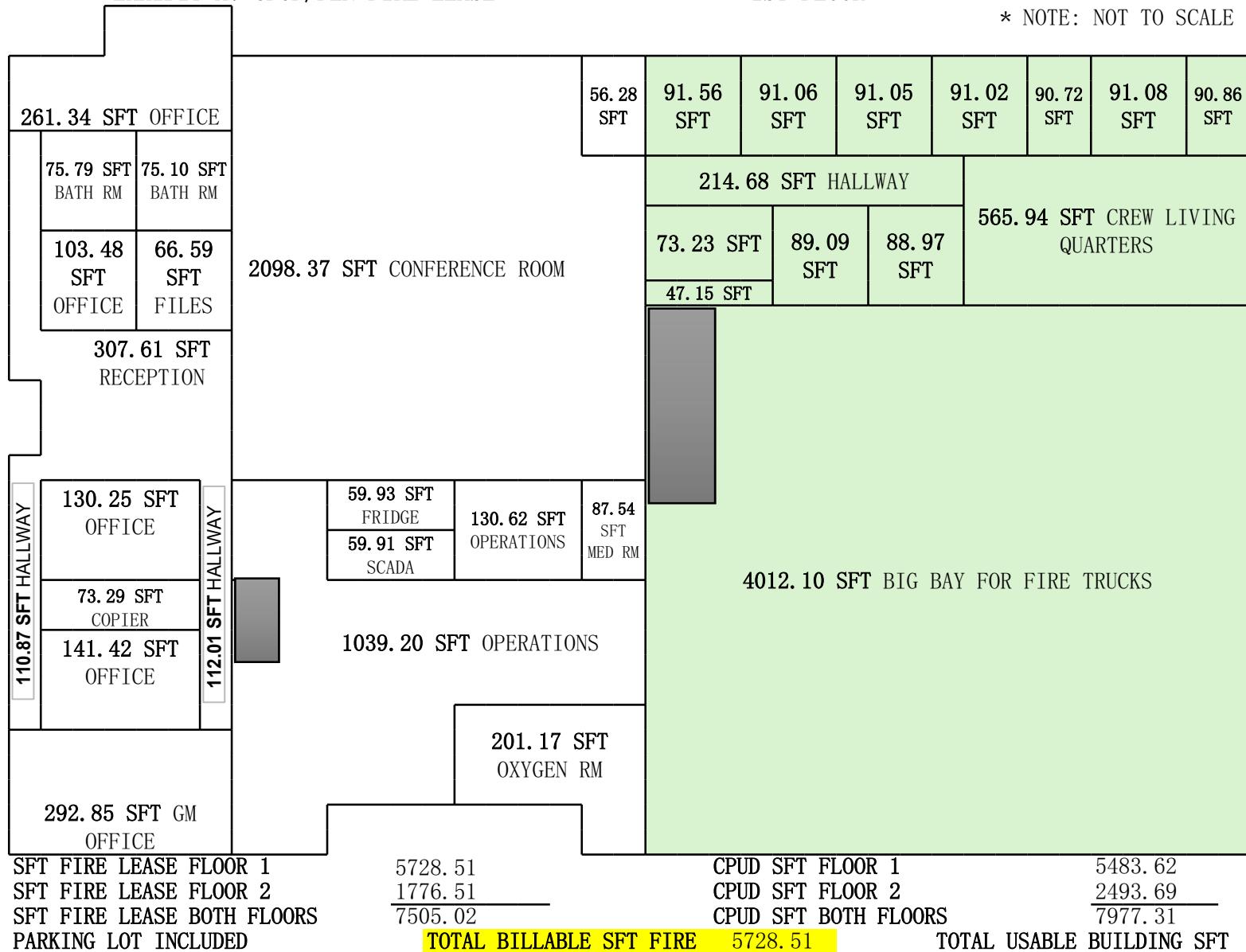
Signature page for revision 12-16-2025

EXHIBIT A: CPUD/PEN FIRE LEASE

1ST FLOOR

* NOTE: NOT TO SCALE

Sta



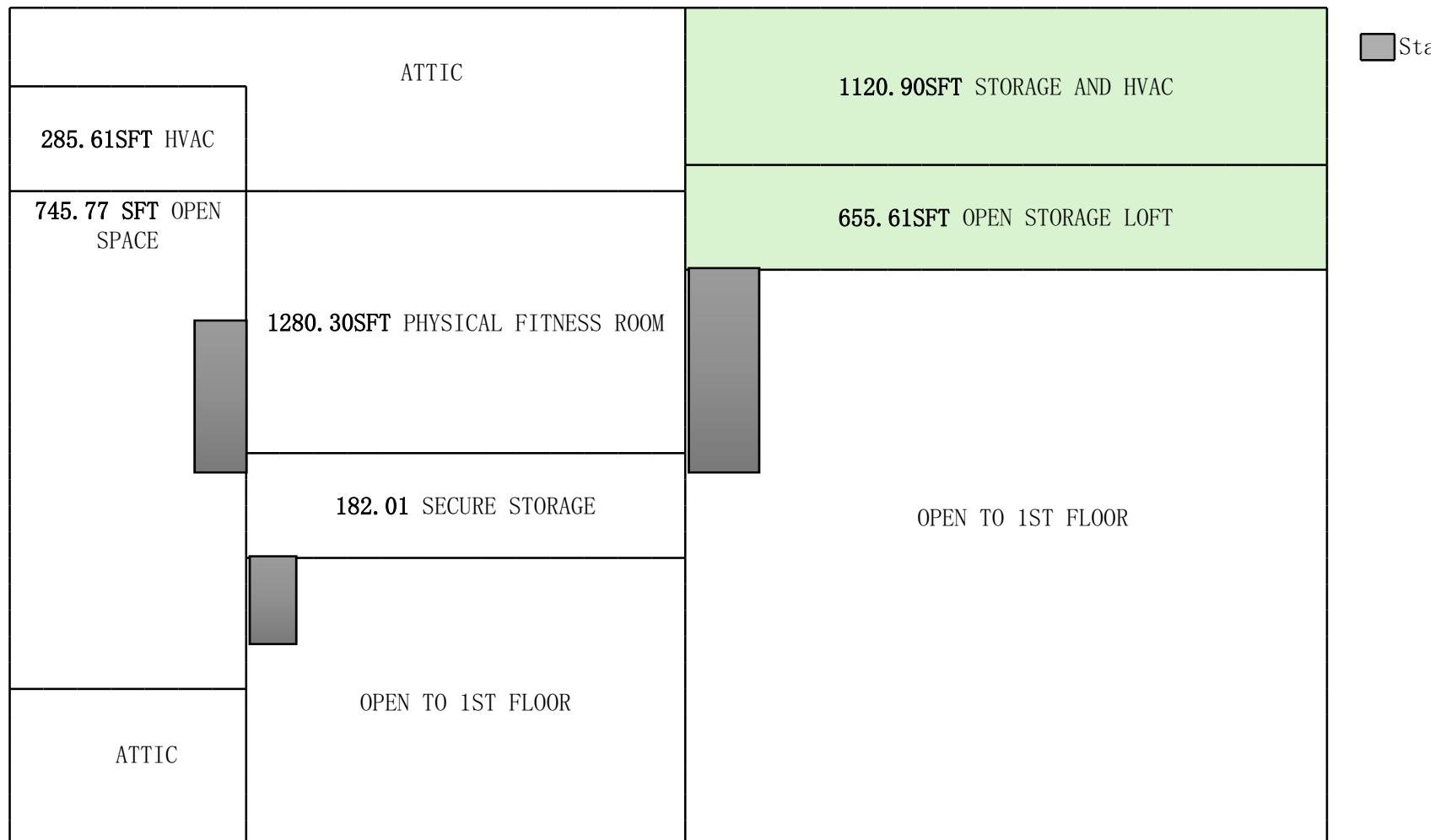
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2. 33

EXHIBIT A: CPUD/PEN FIRE LEASE

2ND FLOOR

* NOTE: NOT



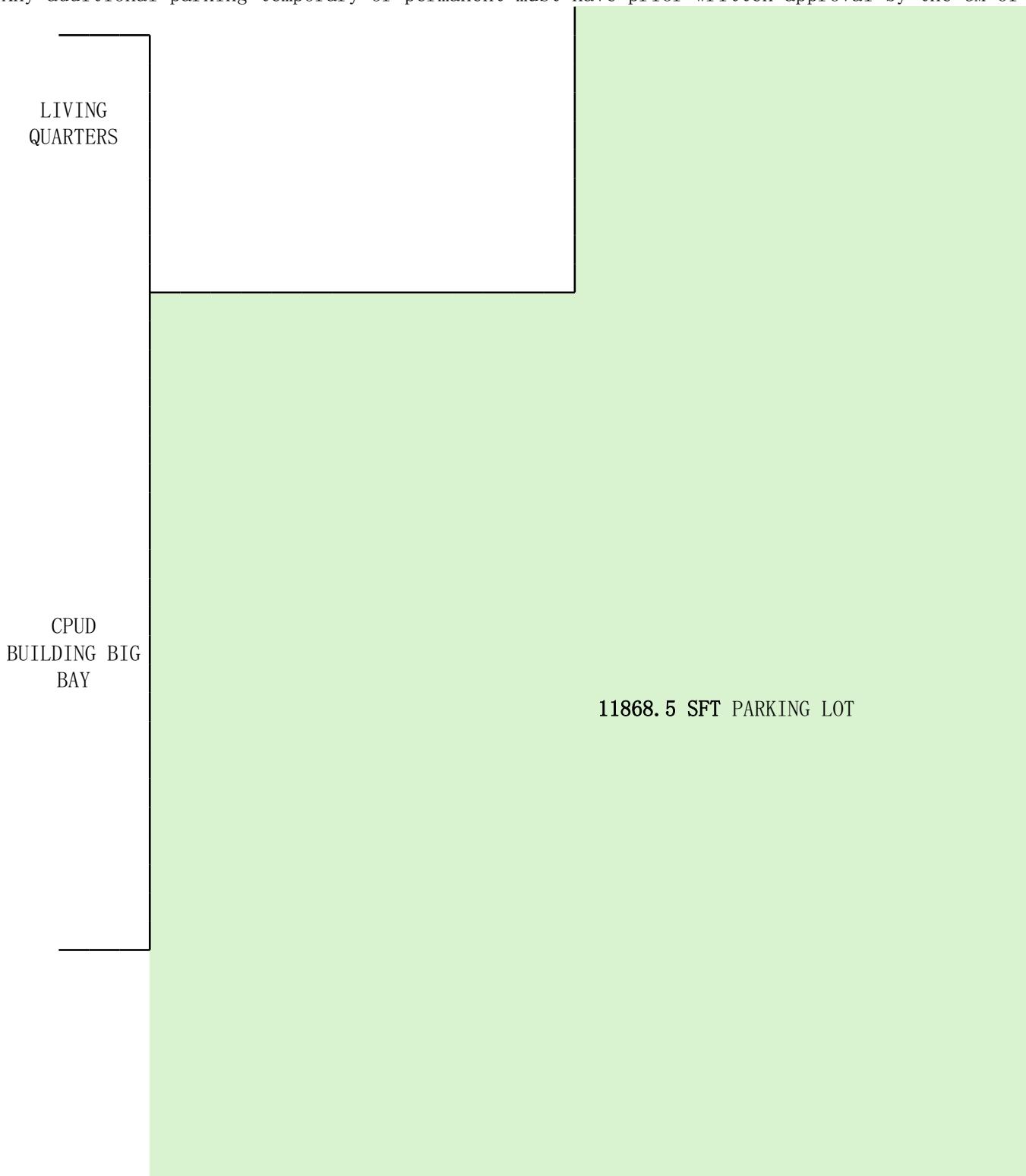
TOTAL SFT FIRE LEASE FLOOR 2 1776.51
TOTAL SFT CPUD FLOOR 2 2493.69

NOT TO SCALE

airs

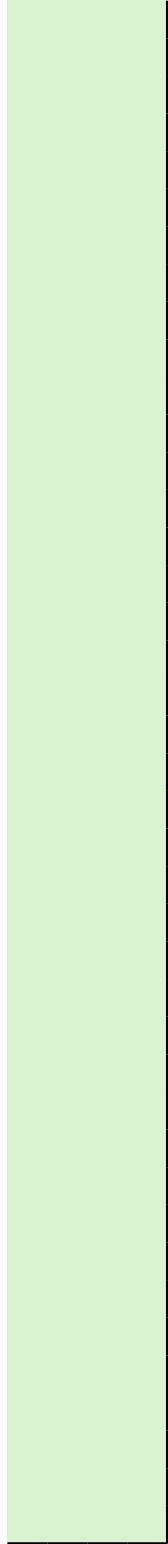
EXHIBIT A: CPUD/PEN FIRE LEASE**PARKING 10T**

The parking lot will include the back parking area where the entrance to the big bay for the Any additional parking temporary or permanent must have prior written approval by the GM of



fire truck

CPUD





**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Derek Deavers

MEETING DATE: January 13, 2026

SUBJECT: Approve and authorize Public Health Agency to recruit and fill, funded and allocated, vacant 1 FTE Health Education Specialist I/ Health Education Coordinator I; (No General Fund Impact) Oral Health.

Recommendation:

Approve and authorize Public Health Agency to recruit and fill, funded and allocated, vacant 1 FTE Health Education Specialist I/ Health Education Coordinator I; (No General Fund Impact) Oral Health.

Background and Discussion:

The Department is requesting to fill the vacancy, effective 01/02/26, of one (1) Health Education Specialist I and Health Education Coordinator I for Oral Health Program. The appropriate Critical Staffing Questionnaires and Departmental Organizational Chart are attached.

Action:

Approve and authorize Public Health Agency to recruit and fill, funded and allocated, vacant 1 FTE Health Education Specialist I/ Health Education Coordinator I; (No General Fund Impact) Oral Health.

Fiscal Impact:

(No General Fund Impact) (Oral Health)

Attachments:

1. Critical Staffing Request HE Series 1_3_22
2. 2-Health Education & Outreach 2021-Names
3. Health Education Coordinator I
4. Health Education Specialist I

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

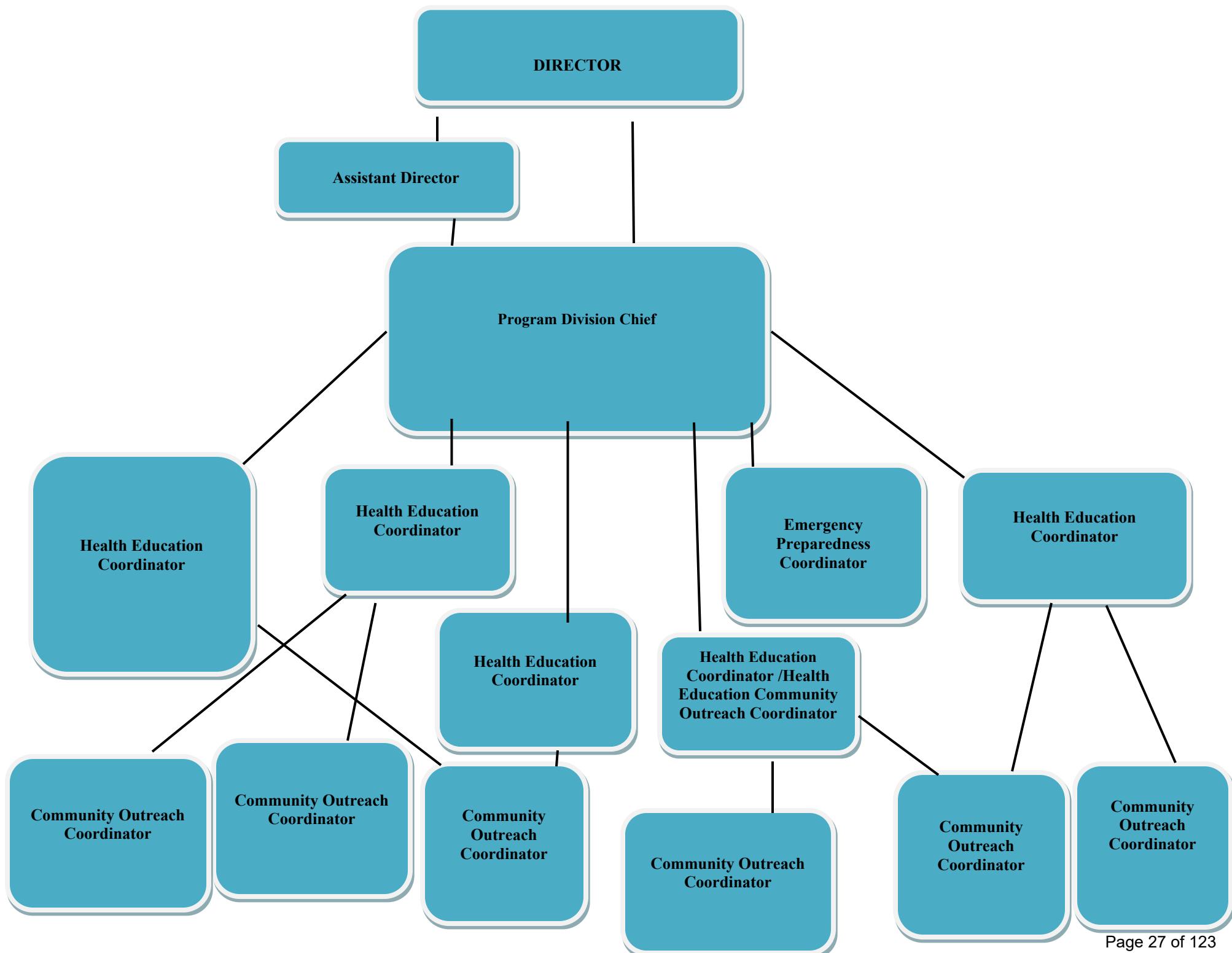
**Health Education Specialist/
Health Education Coordinator – Public Health Agency**

- Is there a legitimate business, statutory or financial justification to fill the position?
The Health Education Specialist/ Coordinator employees are responsible for the organization, coordination, implementation, and conduct of a variety of Public Health education programs and related health services.
- Why is it critical that this position be filled at this time?
Not filling this position will cost PCPHA funds that cannot be drawn down from grants, and will as not being able to bill for positions unless funds have been spent. It can be argued that these are not lost funds because we won't have to expend the funds if the position is vacation. However, the County loses the value of the services being provided to families and children.
- How long has the position been vacant?
Effective 01/02/26
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 25/26 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. 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? **N/A**
- 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? **N/A**
- 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? If yes, provide the activity of the department's reserve account for the last three years?

FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255



HEALTH EDUCATION COORDINATOR I

DEFINITION

Under direction, to plan, organize, coordinate, implement, and conduct a variety of public health education programs and related health services, public information programs, health promotion, prevention programs, and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This class is responsible for developing, coordinating, implementing, and conducting public health services, health education programs with a single program focus. The current health education programs include tobacco, AIDS, Perinatal Parent education, school readiness, and promotion of wellness.

REPORTS TO

Director of Health Education, Director of Nurses

CLASSIFICATIONS DIRECTLY SUPERVISED

Health Education Specialist and Community Outreach Coordinator

EXAMPLES OF DUTIES

- Develops, designs, implements, and coordinates a variety of Public Health Services and education programs.
- Serves as a public health consultant for the Health Department, writes proposals including program goals and budgets for contract proposals.
- Prepares monitors and reports budget expenditures.
- Prepares progress reports, writes funding requests, develops training schedules.
- Plans and conducts education programs, assess the success of program intervention sessions.
- Establishes and maintains liaisons between the Health Department and other public and private agencies, community organizations, and professional groups.
- Locates staff to provide services.
- Prepares marketing strategies and distributes health service and education materials, including reports, pamphlets, posters, exhibits, news releases, and radio scripts.
- Participates in health education programs, conferences.
- Provides consultation and guidance to individuals and community groups.
- Attend training conferences relevant to current public health issues.
- Approves health protocols, provides technical assistance in development of health education assessments, interventions, and protocols.

HEALTH EDUCATION COORDINATOR I -2

EXAMPLES OF DUTIES cont.

- Implements strategies to raise awareness of health issues.
- Conducts surveys of public health issues to develop new education programs.
- May supervise and evaluate staff and contractors to develop and present segments of program plans.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in both office and rural community environments; attend meetings outside the county; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Issues, purpose, methods, and procedures in public health.
- Principles, methods, techniques, materials of Public Health education and services, behavior change.
- Functions, programs and services of both public and private agencies.
- Public health statistical and survey methods.
- Marketing strategy.
- Community resources and demography.
- Budget techniques.
- Grant writing techniques and administration.
- Program development and coordination.
- Principles of supervision, training, and work evaluation.
- Community organization and development.

HEALTH EDUCATION COORDINATOR I - 3

Ability to:

- Develop, design, implement, evaluate, and coordinate health education programs for staff and community groups.
- Provide supervision, training, and evaluation for assigned staff.
- Communicate effectively orally in order to give presentations to local community groups.
- Communicate effectively in writing.
- Develop and administer grants.
- Develop and monitor a budget.
- Analyze data, identify target groups and establish program priorities for education plans.
- Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships with patients and others.

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.

Graduation from an accredited college or university with a BS/BS in Health Education, Community Development, Public Relations or related field required, plus two (2) years experience in public health education, community development or related field.

(Master's degree in a related field is preferred and may be substitute for experience.)

(Certification as a Health Education Specialist (CHES) preferred and may substitute for experience.)

:

Special Requirements: Possession of a valid drivers license at time of application and possession of a valid California Drivers License by time of appointment. The valid California Drivers License must be maintained throughout employment.

HEALTH EDUCATION SPECIALIST

DEFINITION

Under direction, to assist with planning and organizing public health education programs; to conduct public health education activities and related public information programs; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This class is responsible for conducting public health education for health professionals, community groups, and individuals as provided by the County Health Department. The current health education programs include tobacco, AIDS, and promotion of wellness. The level and scope of problems is less than that of a Health Education Coordinator.

REPORTS TO

Health Education Coordinator or Public Health Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

HEALTH EDUCATION SPECIALIST - 2

EXAMPLES OF DUTIES

- Provides assistance with public health issues for the Health Department, other County departments, and community groups.
- Plans and conducts in-service education programs in health education, assessing the success of each training session.
- Establishes and maintains liaisons between the Health Department and other public and private agencies, community organizations, and professional groups.
- May help to locate staff for the provision of training services.
- Prepares and distributes health education materials, including reports, pamphlets, posters, exhibits, news releases, and radio scripts.
- Participates in health education programs, conferences and community programs; provides consultation and guidance to individuals and community groups.
- Attends training conferences relevant to current public health problems.
- Provides technical assistance in development of health education assessments, interventions, and protocols.
- Implements strategies to raise awareness of health issues.
- Conducts surveys of public health issues to develop new education programs.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in both office and rural community environments; continuous contact with staff and the public.

HEALTH EDUCATION SPECIALIST - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, methods, techniques, and materials of public health education.
- Functions, programs and services of both public and private agencies involved in health education activities.
- Public health statistical and survey methods.
- Community resources and demography.

Ability to:

- Communicate effectively orally in order to give presentations to local community groups.
- Communicate effectively in writing.
- Develop and implement health education activities for staff and community groups.
- Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships with patients and others.

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:

Graduation from an accredited college or university with a Bachelor's degree in public or community health education or other relevant degree such as psychology, education, or sociology.

Some previous experience in working in the public health field is highly desirable.

Special Requirements: Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles.



**PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kristina Rogers, Paralegal III/Deputy Clerk of the Board

MEETING DATE: January 13, 2026

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Counsel and P.S. Technologies, Inc. for Case Management and timekeeping software; effective January 13, 2026; not to exceed \$30,000.00; (General Fund Impact) as approved in (FY24/25) adopted budget (20080/540412-Software); approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Counsel and P.S. Technologies, Inc. for Case Management and timekeeping software; effective January 13, 2026; not to exceed \$30,000.00; (General Fund Impact) as approved in (FY24/25) adopted budget (20080/540412-Software); approved as to form by County Counsel

Background and Discussion:

Approve and authorize Chair to sign an agreement between Plumas County Counsel and P.S. Technologies, Inc. for Case Management and timekeeping software; effective January 13, 2026; not to exceed \$30,000.00; (General Fund Impact) as approved in (FY24/25) adopted budget (20080/540412-Software); approved as to form by County Counsel

Action:

Approve and authorize Chair to sign an agreement between Plumas County Counsel and P.S. Technologies, Inc. for Case Management and timekeeping software; effective January 13, 2026; not to exceed \$30,000.00; (General Fund Impact) as approved in (FY24/25) adopted budget (20080/540412-Software); approved as to form by County Counsel

Fiscal Impact:

(General Fund Impact) as approved in (FY24/25) adopted budget (20080/540412-Software)

Attachments:

1. 260123.PC.LegalServer.Order.26-1.v3
2. 251229.PC.LegalServer Subscription Agreement.v.3



CASE MANAGEMENT SERVICES ORDER FORM

This Order No. 26-1 (“Order”) is dated as of the date of the last signature below (“**Order Effective Date**”) and agreed to by P.S. Technologies, Inc. (“**PSTI**”) and the Client identified below (“**Client**”). This Order identifies the Services ordered by Client to be performed and provided by PSTI pursuant to the Agreement.

Contact and Billing Details			
Plumas County		P.S. Technologies, Inc., doing business as LegalServer	
Client Address	520 Main Street Quincy, CA 95971	PSTI Address	805 Lake St. PMB 356 Oak Park, IL 60301
Bill-to-Name	Kristina Rogers	PSTI Contact	IV Ashton
Bill-to-Email	KristinaRogers@countyofplumas.com	PSTI Email	billing@legalserver.org
Bill-to-Phone	Office: (530)283-6240 Mobile: (530)616-0992	PSTI Phone	(773) 782-1021
Onboarding Services		LegalServer Subscription	
Onboarding Start Date	February 2, 2026	Subscription Effective Date	March 1, 2026
Onboarding End Date (GoLive)	April 27, 2026	Subscription End Date	December 31, 2027
		Billing Period	Annual
		Auto-renew	Yes

Order Term. The initial term of this Order shall begin on the Order Effective Date and continue until the Subscription End Date set forth above (“**Initial Term**”). This Order shall automatically renew for additional one-year terms (except as otherwise set forth above) (“**Renewal Term**”) unless a party provides the other party with written notice of non-renewal at least 30 days before the end of the Initial Term or applicable Renewal Term. The Initial Term and the Renewal Terms are collectively referred to as the “**Order Term**.”

Onboarding Services Order:

	Name	Amount	Notes
	Onboarding Fee	\$7,500	
	Total	\$7,500	

Onboarding Payment Schedule:

	Name	Amount	Due Date
	Initial Installment	\$3,750	Due upon execution of this Agreement
	2 nd Installment	\$3,750	Invoiced on April 1, 2026
	Total Fee	\$3,750	

Services outlined in the above Order are scheduled to begin on the Onboarding Start Date and shall end no later than the Onboarding End Date unless the Parties otherwise agree in writing through an Amendment to this Order. Client has the option to purchase additional Services by submitting a subsequent Order for additional Services. If no “Onboarding Start Date” is set forth in this Order, the Onboarding Start Date will be the Order Effective Date.

All training hours promised in this Order must be completed within 30 days of the provision of a live site and/or the release or enablement of promised feature(s) on a live site. Any training hours that remain after this date will be forfeit.

LegalServer Subscription Fee Schedule:

Client's LegalServer Subscription shall commence upon the Subscription Start Date. Client shall pay PSTI a monthly fee for Client's Subscription to access and use LegalServer System pursuant to the Agreement ("LegalServer Subscription Fee"). LegalServer Subscription Fees are billed prospectively on the first day of each quarter.

	Name	Amount	Due Date
	LegalServer Subscription Fee	\$800	For up to five (5) Active Users
	GovCloud Hosting	\$200	
	Total (Monthly)	\$1,000	Billed quarterly at the beginning of each quarter

Subscription Payment Schedule:

	Name	Amount	Due Date
	1Q26 Enhanced Onboarding & Subscription	\$1,000	Due upon execution of this Agreement
	2Q26 Enhanced Onboarding & Subscription	\$3,000	Invoiced on April 1, 2026
	3Q26 Subscription	\$3,000	Invoiced on July 1, 2026
	4Q26 Subscription	\$3,000	Invoiced on October 1, 2026

LegalServer Subscription Fee Cap. LegalServer Subscription Fees automatically increase three percent (3%) per year at the end of each calendar year. If the total number of Active Users becomes greater than five (5) in a given month, the LegalServer Subscription Fees will increase. "Active User" includes all User accounts with active login credentials to the System at any time in the billing period, excluding individuals that do not receive a paycheck from the Client such as volunteers or interns. "Active Contractor User" includes Contractors that have limited access to LegalServer.

Integration. This Order is incorporated into the LegalServer Subscription Services Agreement (collectively, the "Agreement"). Any different or additional terms and conditions set forth in any purchase order, confirmation, statement of work, order form, or similar form, even if signed by the parties after the effective date of this Agreement, are rejected and shall have no force or effect on this Agreement unless it is an amendment or addendum to the Agreement signed by authorized representatives of both parties. All capitalized terms used and not expressly defined in this Order will have the meanings given to them in the Agreement.

The parties by their authorized representatives have agreed to this Order as of the Order Effective Date.

PLUMAS COUNTY

Signature: _____

Printed: _____

Title: Chair, Board of Supervisors _____

Date: _____

Signature: _____

Printed: _____

Title: Clerk of the Board _____

Date: _____

P.S. TECHNOLOGIES, INC.

Signature: IV Ashton _____

Printed: IV Ashton _____

Title: President _____

Date: December 29, 2025 _____

Address for Notice:

IV Ashton
President & Legal Counsel
805 Lake St. PMB 356
Oak Park, IL 60301
(773) 782-1021 (direct)
(773) 459-5582 (mobile)
(312) 264-2365 (fax)
ivashton@legalserver.org
[cc: legal@legalserver.org](mailto:legal@legalserver.org)

Name of Notice Person:

Kristina Rogers, Administrator
County Counsel

520 Main Street, Room 115

Quincy, CA 95971

(530) 283-6240

kristinarogers@countyofplumas.com



SUBSCRIPTION SERVICES AGREEMENT

This LegalServer Subscription Agreement (“**Agreement**”) is dated as of the last signature below (“**Effective Date**”) and agreed to by **P.S. Technologies, Inc.**, an Illinois corporation with its principal place of business at 204 S. Scoville Ave., Oak Park, IL 60302, and a mailing address of 805 Lake St. PMB 356, Oak Park, IL 60301 (“**PSTI**”); and **Plumas County**, a California government organization (“**Client**”).

Background

PSTI has developed a proprietary web-based case management software system referred to as LegalServer. Legal aid organizations, public defenders, government agencies, universities and social service agencies subscribe to LegalServer to manage various aspects of delivering services, including tracking clients, cases, projects, outreaches, staff, contractors, volunteers, time, and grants. Client desires (a) to obtain a subscription to use the LegalServer system and (b) for PSTI to activate, implement, configure, host, and maintain the LegalServer system in accordance with this Agreement. PSTI and Client desire to set forth in this Agreement the terms and conditions applicable to Client’s subscription to use the LegalServer system and for the provision of related professional services by PSTI for Client.

Agreement

For and in consideration of the foregoing, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and PSTI agree as follows:

1. DEFINITIONS.

1.1 “Affiliate” means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2 “Client Data” means the content, information, and data input into and stored by the System by or on behalf of Client. Client Data does not include Usage Data or Aggregated Data.

1.3 “Documentation” means any user materials, instructions, and specifications made available by PSTI to Client for the Services.

1.4 “Fees” means any agreed upon fees for Services set forth in an Order.

1.5 “Order” means any written order, document, or form executed by PSTI and Client specifying the Services purchased by Client.

1.6 “PSTI Content” means content, data, and information that is owned by PSTI or any of its licensors that is provided or made available by PSTI through use of the System or as part of or in connection with PSTI’s provision of Services. Content does not include Client Data.

1.7 “Services” means the implementation services, access to the System, support, and the other services made available on, by, or through the System by PSTI under this Agreement.

1.8 “Software” means PSTI’s proprietary software made available by PSTI as part of the System, including any modified, updated, or enhanced versions of such software that may become part of the Software.

1.9 “System” means the LegalServer case management software system identified in an Order. The System does not include Client’s connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for Client and its Users to connect to and access to the System or to utilize the Services.

1.10 “Usage Data” means any content, data, or information that is collected or produced by the System in connection with use of the Services that does not identify Client or its Users, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the use of the System.

1.11 “Users” means Client’s employees, independent contractors, and other individuals who are authorized by Client to access and use the Services on behalf of Client.

2. SERVICES.

2.1 Provision of Services. Subject to the terms and conditions of this Agreement, PSTI shall provide the Services ordered by Client in the applicable Order pursuant to the applicable Order and this Agreement. Each Order is incorporated by reference into this Agreement.

2.2 Cooperation. Client shall supply to PSTI the Client Data along with access and personnel resources that PSTI reasonably requests in order for PSTI to provide the Services.

2.3 Resources. Client is solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for its Users to connect to and access the System.

3. RIGHTS AND RESPONSIBILITIES.

3.1 Access Rights; Client's Use of the System. Subject to the terms and conditions of this Agreement, PSTI hereby grants to Client, during the Term (as defined below), a non-exclusive, non-sublicensable right to access and use the System for Client's internal business purposes in accordance with the Documentation and the terms and conditions of this Agreement. PSTI and its licensors reserve all rights in and to the System and the Services not expressly granted to Client under this Agreement.

3.2 Restrictions on Use. Client acknowledges that the System, and its structure, sequence, and organization constitute valuable trade secrets of PSTI. Accordingly, Client shall use the System within the express scope of its subscription as set forth in this Agreement. Client shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Software, or attempt to reverse engineer, decompile, disassemble or access the source code for the System or any component thereof; (b) use the System, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Client; (c) permit any party, other than the then-currently authorized Users to independently access the System; (d) use the System in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; or (e) use the System to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

3.3 Users. Under the rights granted to Client under this Agreement, Client may permit independent contractors and employees of Client to become Users in order to access and use the System in accordance with this Agreement; provided that Client will be liable for the acts and omissions of all Users to the extent any of such acts or omissions, if performed by Client, would constitute a breach of, or otherwise give rise to liability to Client under, this Agreement. Client shall not, and shall not permit any User to, use the System, Software or Documentation except as expressly permitted under this Agreement. Client is responsible for Users' compliance with this Agreement.

4. FEES AND PAYMENT TERMS.

4.1 Price. Client shall pay PSTI the Fees in accordance with the payment schedule specified in the Order and the terms of this Agreement. Fees are exclusive of, and Client shall be responsible for all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to PSTI under this Agreement (excluding any taxes arising from PSTI's income or any employment taxes). Fees for any Services requested by Client that are not set forth in an Order will be charged as mutually agreed to by the parties in writing.

4.2 Payment. Unless otherwise agreed to in an Order, Client shall pay to PSTI all Fees within 30 days after Client's receipt of the applicable invoice for such Services. If Client disagrees with any Fees set forth in an invoice, it shall notify PSTI of the dispute within 30 days after receipt of such invoice. All payments received by PSTI are non-refundable except as otherwise expressly provided in this Agreement. Client shall make all payments in United States dollars. If Client fails to pay all or some portion of money owed to PSTI as set forth in this Agreement, and Client fails to pay such overdue amount within 10 days after receipt of a past due notice from PSTI, PSTI may charge a late payment fee equal to the lesser of (a) 1.5% per month and (b) the maximum rate permitted by applicable law, from the date the amount was due until it is paid.

5. TERM AND TERMINATION.

5.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all Orders have terminated or expired ("Term"). The term of each Order shall be set forth in such Order.

5.2 Termination for Cause. A party may terminate this Agreement or an Order upon notice if the other party breaches any material provision of this Agreement and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach.

5.3 Effects of Termination. Upon termination of this Agreement and all Orders: (a) all amounts owed to PSTI under this Agreement before such termination will be due and payable in accordance with Section 4; (b) all rights granted in this Agreement will immediately cease; (c) Client shall promptly discontinue all access and use of the

System and return or erase, all copies of the Documentation in Client's possession or control; and (d) PSTI shall promptly return or erase all Client Data, except that PSTI may retain Client Data in PSTI's archived backup files. Upon Client's reasonable request before the effective date of termination, Client may export Client Data through the System or Client may request a copy of the Client Data in the format that it is stored in the System. Sections 1, 3.2, 5.3, 6, 7, 8, 10, 11, and 12, and all payment obligations, survive expiration or termination of this Agreement.

5.4 Suspension. Notwithstanding anything to the contrary in this Agreement, PSTI may suspend Client's access to the System if PSTI determines that: (a) there is an attack on the System; (b) Client's or any of its User's use of the System poses a reasonable risk of harm or liability to PSTI and, if capable of being cured, Client is not taking appropriate action to cure such risk; (c) Client has breached Sections 3.2 or 7; (d) Client or its Users use of the System violates applicable law; or (e) Client has failed to pay any undisputed charge owed under this Agreement when due and has failed to cure such late payment within 15 days after PSTI has provided Client with written notice of such late payment. PSTI shall use commercially reasonable efforts to provide Client with notice of such suspension. PSTI may suspend Client's access to the System until the situation giving rise to the suspension has been remedied to PSTI's reasonable satisfaction. PSTI's suspension of Client's access to the System will not relieve Client of its payment obligations under this Agreement.

6. PROPRIETARY RIGHTS.

6.1 Client Data. As between the parties, Client owns all right, title, and interest in Client Data, including all intellectual property rights therein.

6.2 Client Data License Grant. Client hereby grants to PSTI, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 12.3), non-sublicensable license to use the Client Data solely for the limited purpose of performing the Services for Client under this Agreement.

6.3 Services. All proprietary technology utilized by PSTI to perform its obligations under this Agreement, including, but not limited to the (a) Software; (b) all modifications, developments, derivative works, and enhancements developed by PSTI to the Software; and (c) all related technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, copies or other materials created by PSTI, and all intellectual property rights in and to the foregoing, as between the parties, are the exclusive property of PSTI or its third party licensors. PSTI or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the PSTI Content and the System, including without limitation the Software, the look and feel of any reports, Documentation, customizations, and enhancements, and all processes, know-how, and the like utilized by or created by PSTI in performing under this Agreement. Any rights not expressly granted to Client hereunder are reserved by PSTI.

6.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, PSTI may analyze Client Data to create a de-identified and aggregated data set that does not identify Client or its Users (collectively, "**Aggregated Data**"). PSTI retains ownership of all right, title, and interest in and to Aggregated Data. PSTI may use Aggregated Data for any lawful purpose, including to improve, market, and provide the Services.

6.5 Usage Data. PSTI retains ownership of all right, title, and interest in and to the Usage Data. PSTI may use Usage Data in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve PSTI's services, systems, and algorithms.

7. CONFIDENTIALITY.

7.1 Definitions. "Confidential Information" means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party. PSTI's Confidential Information includes all Software and Documentation. Client's Confidential Information includes Client Data and all information and materials belonging to, used by, or in the possession of Client relating to Client Data, including but not limited to, client/case information, documents considered confidences and secrets pursuant to the applicable Rules of Professional Conduct, personnel information pertaining to its volunteers and staff, financial information, and its funders. PSTI and Client agree that the Parties shall retain all ownership rights in and to their respective Confidential Information. Except for each Party's Confidential Information listed above, the disclosing Party will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend. The disclosing Party will identify all Confidential Information disclosed orally as confidential at the time of disclosure.

7.2 Protection. Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than Recipient's employees and

independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

7.3 Exceptions. Recipient shall have no confidentiality obligations under Section 7.2 above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser's disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; or (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient shall reasonably cooperate in such efforts at the expense of Discloser.

8. DATA SECURITY.

8.1 Data Security. PSTI agrees, represents, and warrants that it currently maintains information protection practices and procedures that are designed to comply with industry practices and all laws applicable to PSTI to preserve the confidentiality and security of Client Data related to this Agreement in PSTI's possession or control ("Security Program"). PSTI's Security Program includes:

- (a)** Appropriate administrative, technical and physical safeguards and other security measures designed to ensure the security and confidentiality of Client's Data;
- (b)** A security design intended to prevent any compromise of its own information systems, computer networks or data files by unauthorized users, viruses or malicious computer programs which could in turn be propagated to Client or Client's clients; and
- (c)** Appropriate internal practices including, but not limited to, encryption of data in transit (i.e., transmission of data between Client and PSTI) via secure means such as HTTPS, FTPS, SFTP or equivalent means; using appropriate firewall hardware and software; maintaining these countermeasures, operating systems and other applications with up-to-date security patches designed so as to avoid unauthorized access to Client Data; appropriate logging and alerts to monitor access controls and to assure data integrity and confidentiality; installing and operating security mechanisms designed in the manner intended to ensure that PSTI business operations are not disrupted; and permitting only authorized users access to systems and applications that contain Client Data; and
- (d)** all servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by Client. PSTI agrees to store all Client backup data stored as part of its backup and recovery processes in encrypted form, using no less than a 128-bit key.

8.2 Data Incident. PSTI shall notify Client without undue delay, but in no event in later than 48 hours, after PSTI becomes aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Client Data transmitted, stored, or otherwise processed by PSTI (a "**Data Incident**"). PSTI shall make reasonable efforts to identify the cause of such Data Incident and take those steps as PSTI deems necessary and reasonable in order to remediate the cause of such a Data Incident to the extent the remediation is within PSTI's reasonable control. PSTI agrees to make resources available to Client in an effort to determine the full impact and root cause of the Data Incident, including detailed description of the Data Incident and the type of personal data that was the subject of the Data Incident. The obligations herein shall not apply to incidents that are caused by Client or Users. As required by applicable data security laws, PSTI shall provide Client with reasonable cooperation and assistance related to such Data Incident necessary for Client to fulfill Client's obligation under such applicable data security laws.

9. WARRANTIES; DISCLAIMER.

9.1 Access to the System. PSTI warrants that the System will perform materially in accordance with the Documentation and this Agreement. PSTI does not warrant that the System will be completely error-free or uninterrupted. If Client notifies PSTI of a reproducible error in the System that indicates a breach of the foregoing warranty (each, an "**Error**") within 30 days after Client experiences such Error, PSTI shall, at its own expense and as its sole obligation and Client's exclusive remedy: (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if PSTI is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Client, Client may terminate this Agreement upon notice to PSTI and, PSTI

shall refund the amounts paid by Client for access to the System for the period during which the System was not usable by Client. The warranties set forth in this Section 9.1 do not apply to any third party offerings or services or cover any Error caused by: (i) Client or its Users; (ii) use of the System in any manner or in any environment inconsistent with its intended purpose; (iii) Client's hardware or software if modified or repaired in any manner which materially adversely affects the operation or reliability of the System, or (iv) any equipment, software, or other material utilized by Client in connection with the System contrary to the provider's instructions.

9.2 Software Uptime. PSTI will use commercially reasonable efforts to ensure System is operational and available 24 hours a day, 7 days a week, 365 days a year, with an availability of 99.5% ("Software Uptime"). PSTI, however, may suspend or interrupt the availability of the Software (without affecting Software Uptime) at any time (a) due to any cause beyond the reasonable control of PSTI, including any cause described in Section 12.4, or (b) to conduct routine scheduled maintenance of the Software.

9.3 Right to Client Data. Client represents and warrants that it has the right to: (a) use the Client Data as contemplated by this Agreement; and (b) grant PSTI the license in Section 6.2.

9.4 Responsibility of Client Data. As between the Parties, Client is solely responsible for the content of any data or information posted or transmitted by or on behalf of Client or Client employees using the Software, or any other use of the Software by Client or Client employees. Client represents and warrants that it will not use the Software for unlawful purposes (including infringement of copyrights or trademarks, misappropriation of trade secrets, wire fraud, invasion of privacy, pornography, obscenity, and libel), or to interfere with or disrupt other network users, network services, or network equipment. If PSTI has reasonable grounds to believe that Client or a Client employee is utilizing the Software for any such illegal or disruptive purpose, PSTI may stop providing Services to Client under this Agreement or may suspend or terminate access to the Services immediately upon reasonable notice to Client. Upon correction of the circumstances causing such suspension or termination of Professional Services and the provision of reasonable assurances by Client, PSTI shall resume providing the Services hereunder.

9.5 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. INDEMNIFICATION.

10.1 Claims Against Client. PSTI shall defend any claim, suit, or action against Client brought by a third party to the extent based on an allegation that the Software infringes any intellectual property rights of such third party (each, a "Client Claim"), and PSTI shall indemnify and hold Client harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, "Losses") that are specifically attributable to such Client Claim or those costs and damages agreed to in a settlement of such Client Claim. The foregoing obligations are conditioned on Client: (a) promptly notifying PSTI in writing of such Client Claim; (b) giving PSTI sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at PSTI's request and expense, assisting in such defense. In the event that the use of the System is enjoined, PSTI shall, at its option and at its own expense either (a) procure for Client the right to continue using the System, (b) replace the Software with a non-infringing but functionally equivalent product, (c) modify the Software so it becomes non-infringing or (d) terminate this Agreement and refund the amounts Client paid for access to the System that relate to the period during which Client was not able to use the System. Notwithstanding the foregoing, PSTI will have no obligation under this Section 10.1 with respect to any infringement claim based upon: (1) any use of the System not in accordance with this Agreement; (2) any use of the System in combination with products, equipment, software, or data that PSTI did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; (3) any modification of the System by any person other than PSTI or its authorized agents or subcontractors; or (4) any Third-Party Offering. This Section 10.1 states PSTI's entire liability and Client's sole and exclusive remedy for infringement claims or actions.

10.2 Claims Against PSTI. Client shall defend, any claim, suit, or action against PSTI brought by a third party to the extent that such claim, suit or action is based upon Client's or PSTI's use of any Client Data in accordance with this Agreement ("PSTI Claim") and Client shall indemnify and hold PSTI harmless, from and against Losses that are specifically attributable to such PSTI Claim or those costs and damages agreed to in a settlement of such PSTI Claim. The foregoing obligations are conditioned on PSTI: (a) promptly notifying Client in writing of such PSTI Claim; (b) giving Client sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Client's request and expense, assisting in such defense. Notwithstanding the foregoing, Client will have no

obligation under this Section 10.2 or otherwise with respect to any PSTI Claim to the extent based upon PSTI's use of the Client Data in violation of this Agreement.

11. LIMITATIONS OF LIABILITY.

11.1 Exclusion of Certain Types of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Cap on Damages. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO PSTI UNDER THIS AGREEMENT DURING THE INITIAL TERM OR RENEWAL TERM, AS THE CASE MAY BE, DURING WHICH THE EVENTS GIVING RISE TO SUCH LIABILITY OCCURRED.

11.3 Exceptions to Limitations. THE EXCLUSIONS AND LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 11 DO NOT APPLY TO A PARTY'S OBLIGATIONS UNDER SECTION 10, TO LIABILITY ARISING FROM A PARTY'S BREACH OF SECTION 7, OR TO LIABILITY ARISING FROM A PARTY'S VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11.4 Acknowledgement. CLIENT ACKNOWLEDGES THAT THE FEES PAID IN CONNECTION WITH THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH HEREIN AND THAT PSTI WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

12. GENERAL.

12.1 Independent Contractor. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

12.2 Subcontractors. PSTI may utilize subcontractors and subprocessors (collectively, "**Subcontractors**") in the performance of its obligations, provided that PSTI will remain liable and responsible for the Subcontractors' acts and omissions to the extent any of such acts or omissions, if performed by PSTI, would constitute a breach of, or otherwise give rise to liability to PSTI under, this Agreement when they are performing for or on behalf of PSTI.

12.3 Assignment.

(a) Neither party may assign this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent; except that a party may assign this Agreement without consent from the other party to (a) an Affiliate; or (b) any successor to its business or assets to which this Agreement relates, whether by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any attempted assignment in violation of the foregoing will be void and of no force or effect. This Agreement does not confer any rights or remedies upon any person or entity not a party to this Agreement.

(b) If Client is acquired or otherwise merges with an entity not a party to this Agreement, Client shall have the right to assign its rights and obligations under this Agreement to the acquiring or merging entity (subject to increased monthly fees based on number of Users) provided that, upon such assignment, the Client forfeits all rights and subscriptions granted by this Agreement. If such assignment occurs, PSTI shall not have any obligation to perform any work outside of the scope of this Agreement and shall have no responsibility to migrate any data from the acquiring or merging entity. Any work performed by PSTI to effectuate such assignment shall be compensated at PSTI's current standard hourly rate or an amount otherwise agreed upon by the parties.

12.4 Force Majeure. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any event which is beyond the reasonable control of such party ("**Force Majeure Event**") provided that the delayed party: (a) gives the other party prompt notice of such Force Majeure Event, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If PSTI is unable to provide Services for a period of 60 consecutive calendar days as a result of a continuing Force Majeure Event, Client may cancel the Services without further obligation, penalty, or late fee. Payment obligations may be delayed but not excused due to a Force Majeure Event.

12.5 Notices. To be effective, notices under this Agreement must be delivered in writing by a reliable overnight courier (e.g., FedEx or UPS, etc.), confirmed e-mail, or certified or registered mail (postage prepaid and return receipt requested) to the other party using the contact information for each party first set forth on the signature page and will

be effective upon receipt. Unconfirmed e-mail may be used for routine communications and to obtain operational approvals and consents but may not be used for any legal notices.

12.6 Governing Law; Disputes; Venue.

(a) The laws of the State of California govern this Agreement and any matters related to this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction.

(b) Except as otherwise provided herein, all controversies or claims arising out of or relating to this Agreement and/or the relationship between the Parties, shall be resolved by the federal and/or state courts of Plumas County, California. For the purposes hereof, Client and PSTI hereby submit to the jurisdiction of the federal and state courts of Plumas County, California and notice of demand, process and/or summons in connection with judicial proceedings, may be served upon Client or PSTI by registered or certified mail with the same effect as if personally served. Notwithstanding the foregoing, PSTI and Client shall have the right to file legal action in any court of law having jurisdiction, state or federal, to obtain injunctive relief in appropriate cases. Client and PSTI agree to waive any requirement that the other post bond as a condition for obtaining any such injunctive relief. Client and PSTI shall be entitled to recover from the other in any such court or other legal proceedings, in addition to such other relief as may be granted, reasonable attorneys' fees and costs incurred in such proceedings and in enforcing the rights and obligations arising from or relating to this Agreement.

12.7 Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Each party acknowledges that any actual or threatened breach of Sections 3.2 or 7 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

12.8 Compliance with Laws. Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement.

12.9 Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.10 Severability. If any provision of this Agreement is unenforceable, the other provisions of this Agreement will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

12.11 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

12.12 Entire Agreement. This Agreement, including any Order and any exhibits or attachments thereto, constitute the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Agreement shall govern unless the Order specifically overrides this Agreement. No amendment to this Agreement will be effective unless in writing and signed by both parties.

The parties by their authorized representatives have agreed to this LegalServer Subscription Services Agreement as of the Effective Date.

PLUMAS COUNTY

Signature: _____

Printed: _____

Title: Chair, Board of Supervisors _____

Date: _____

Signature: _____

Printed: _____

Title: Clerk of the Board _____

Date: _____

Name of Notice Person:

Kristina Rogers, Administrator
County Counsel
520 Main Street, Room 115
Quincy, CA 95971
(530) 283-6240
kristinarogers@countyofplumas.com

P.S. TECHNOLOGIES, INC.Signature: IV Ashton _____

Printed: IV Ashton _____

Title: President _____Date: December 29, 2025 _____

Address for Notice:

IV Ashton
President & Legal Counsel
805 Lake St. PMB 356
Oak Park, IL 60301
(773) 782-1021 (direct)
(773) 459-5582 (mobile)
(312) 264-2365 (fax)
ivashton@legalserver.org
[cc: legal@legalserver.org](mailto:legal@legalserver.org)



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: January 13, 2026

SUBJECT: **CONTINUED PUBLIC HEARING 11:00AM Adopt an ORDINANCE of the County of Plumas, State of California, first introduced on January 6, 2026, of the County of Plumas, State of California ADMENDING ARTICLE 5, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; No General Fund Impact ; Road funds; approved as to form by County Counsel.; discussion and possible action. Roll call vote**

Recommendation:

The Department of Public Works recommends amending Section 4-3.506 (w) (1) (ii) to Article 5 of Chapter 3 of Title 4 of the Plumas County Code to read:

ii. On both sides of Lee Road from the crossing of Mill Creek to the intersection of Mill Creek Road.

The Department of Public Works respectfully requests the Board of Supervisors hold the public hearing on the ordinance, introduce and waive the first reading of the ordinance, and schedule adoption of the ordinance at the next regularly scheduled Board of Supervisors meeting.

Background and Discussion:

Recent events nationwide have prompted local law enforcement to review school facilities in order to access potential security concerns. During one such review, it was noted that parking along the north boundary of the Pioneer School play field, adjacent to Lee Rd was one area of concern. It was determined during a meeting between the California Highway Patrol, the Plumas County Department of Public Works and the Plumas County Superintendent of Schools, that the best option would be to create a "No Parking Zone" adjacent Pioneer Elementary School along Lee Road.

Action:

CONTINUED PUBLIC HEARING 11:00AM Adopt an ORDINANCE of the County of Plumas, State of California, first introduced on January 6, 2026, of the County of Plumas, State of California ADMENDING ARTICLE 5, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; approved as to form by County Counsel.; discussion and possible action. No General Fund Impact. Roll call vote

Fiscal Impact:

No General Fund impact. Road.

Attachments:

1. Ordinance - PES No Parking Zone - CC Approved

Plumas County, California
ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING ARTICLE 5, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE [Updating parking restrictions on Lee Road in Quincy, California]

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

Section 1. Legislative Intent:

Amend Section 4-3.506 (w) (1) to Article 5 of Chapter 3 of Title 4 of the Plumas County Code

Section 2. Section 4-3.506 of the Plumas County Code is amended to read as follows:

• **Sec. 4-3.506. – Parking in Quincy, California.**

(w) Lee Road.

- 1) It shall be unlawful for any person to park any vehicle at any time at the following locations on Lee Road:
 - i. On the north side of Lee Road from the intersection of Quincy Junction Road to Bell Lane.
 - ii. On both sides of Lee Road from the crossing of Mill Creek to the intersection of Mill Creek Road.
 - iii. On the south side of Lee Road from the intersection of Quincy Junction Road to Gate #2 of the Plumas County Fairgrounds.
 - iv. On the south side of Lee Road from easterly boundary of the Plumas County Fairgrounds to the intersection of North Mill Creek Road

Section 3. Effective and operational dates; Codification.

This ordinance shall be effective and operative 30 days from the date of adoption. Section 2 of the ordinance shall be codified, and the remaining sections shall be uncodified.

The foregoing ordinance was introduced on _____, and adopted on _____, at a regular meeting of the Plumas County Board of Supervisors by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: January 13, 2026

SUBJECT: **Approve and Authorize the Chair and Public Works Director to sign attached Purchase Order for \$1,035,220 and approve and authorize the budget transfer of \$585,000 from Professional Services (account 521900), to PW Industrial Equipment (account 541900), a fixed asset account within the Road Fund budget. Discussion and possible action. (Four/Fifths roll call vote)**

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair and Public Works Director to sign attached Purchase Order totaling \$1,035,220 and authorize the Road Department to Transfer \$585,000 from Professional Services to PW Industrial Equipment.

Background and Discussion:

The Board of Supervisors approved the purchase of six Class 5 diesel snowplow/sander/dump trucks and one Class 5 diesel mechanics service truck on March 21, 2023. The total approved by the BOS was not to exceed \$928,000. The mechanics truck was delivered earlier this year at the agreed upon price, but the order for the remaining six snowplow truck was cancelled due to non-performance by the Dealer.

Public Works has been waiting almost two years for these trucks, which are CARB compliant, are versatile to be used in winter and summer with no restrictions and can be driven by road crew that do not have a commercial license. In addition, the trucks that these are replacing can only be used for a maximum of 200 hours per year plus snow removal, so it's critical to get these trucks into service.

After working with County Counsel to cancel the non-responsive order for the remaining six trucks, Public Works received bids for seven 2025 model Class 5 diesel snowplow/sander/dump trucks through Sourcewell totaling \$1,035,220. The seventh truck is to replace the truck that burned during the winter of 2025. A reimbursement for the burned truck for \$151,270 was recently received.

Funds have been received from RMRA funds totaling \$903,187.85, less the \$183,969 for the mechanics truck leaves \$719,219 to be applied to the total. After subtracting the insurance payment and RMRA funds leaves \$164,731 to be paid from the Road Fund for the seven plow trucks.

The FY25/26 annual budget was approved by the Board of Supervisors on September 30, 2025 totaling \$710,000. It was considered highly unlikely to reorder and receive the 6, now 7 trucks this fiscal year so the budget approved is not sufficient. The current order is now expected to be received this fiscal year which requires a budget transfer of \$585,000.

As there are projected savings in the Professional Services expense line item, the Department is recommending that the Board of Supervisors approve the attached budget request to allow the Department to pay for this project in this current 25/26 fiscal year.

Attached is a completed "Budget Transfer" form signed by the Department's Fiscal Officer and the County Auditor.

Action:

Approve and Authorize the Chair and Public Works Director to sign attached Purchase Order for \$1,035,220 and approve and authorize the budget transfer of \$585,000 from Professional Services (account 521900), to PW Industrial Equipment (account 541900), a fixed asset account within the Road Fund budget. Discussion and possible action. **(Four/Fifths roll call vote)**

Fiscal Impact:

No General Fund impact. This is Road.

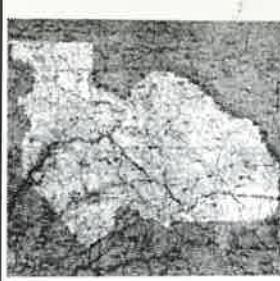
Attachments:

1. F550 Purchase Order
2. Item No. 2.B.2

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

TO PURCHASE ORDERS ISSUED BY THE

TERMS AND CONDITIONS



Ship and Bill to same address

Plumas County Department of Public Works

1834 East Main St – Quincy, CA 95971

Quincy Office - Phone: (530) 283-6268 Fax: (530) 283-6323

Mechanic's Shop - Phone: (530) 283-6496 Fax: (530) 283-6017



PURCHASE ORDER

Pursuant to Plumas County Purchasing Policy

(See Reverse or Attachment for Terms and Conditions)

DATE: 12-30-25PO No 3873District: Main Office Mechanic Shop D1 D2 D3 D4 D5 LPPurchaser: PRINT: Eric Braswell
PHONE: (530) 283-6491SIGNATURE: Eric BraswellE-MAIL: Eric.Braswell@countyofplumas.comVendor: NAME: Rush Truck Centers
ADDRESS: 1720 Herndon Rd.
Ceres, Ca
95307CONTACT: Carlos PerezPHONE #: (209) 857-7400FAX #: Cell: (209) 961-3887EMAIL: Perezc@rushenterprises.comFreight Charges: No Yes \$Special Instructions: Includes Sourcewell discount, Additional 15+ unit discount and
\$32,657.66 sales commission adjustment.

Charge to	Part Number	Description	Quantity	Cost/Each	Cost
541900	—	2026 F-550 4X4 Class 5 PlowTruck with Dumb bed "V"box Sander and Plow - Complete -	7	137,519.90	962,639.90
		Documentary Fee	7	80.00	560.00
		Administration Fee	7	250.00	1,750.00
		Electronic Filing	7	34.00	238.00
		Tire Recycling Program	7	10.00	73.00

Eric BraswellDate: 12-30-25

Approval by Department Purchase Agent Designee:

Al JohnsonDate: 12-30-25

Approval by County Purchase Agent Designee:(If over \$5,000)

Date: _____

Subtotal	<u>965,260.80</u>
Tax	<u>69,958.84</u>
Freight	<u>—</u>
Total	<u>1,035,219.64</u>

Vendor #: Sourcewell Contract Page 62 of 123

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

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

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

RECEIVED

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

DEC 30 2025

PLUMAS COUNTY
AUDITOR-CONTROLLER

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

A) PW Industrial Equipment expenses higher than budgeted in FY25/26

B) The line item for "Professional Services" is anticipated to come in lower than budget

C) Payment needs to be made from FY25/26 budget

D)

Approved by Department Signing Authority:

Damien Finch

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Montee Nicasio

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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

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

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

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

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



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: January 13, 2026

SUBJECT: **11:00AM TIME CERTAIN - PUBLIC HEARING:** Introduce and waive first reading of the FRANKS CODE AMENDMENT (CA 6-24/25-02) ZONING ORDINANCE of the County of Plumas, State of California Amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 12.8. Lot Line Adjustment, Sec. 9-2.1284. Requirements; Article 30. Agricultural Preserve Zone, Sec. 9-2.3004(c); Article 31. General Agriculture Zone, Sec. 9-2.3104(c); Article 32. Timberland Production Zone (TPZ), Sec. 9-2.3204(b); Article 33. General Forest Zone (GF), Sec. 9-2.3304(c); and Article 34. Mining Zone (M), Sec. 9-2.3404(c); approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

1. Receive Planning Commission Resolution Number 2025-05 and staff report presentation on the proposed Franks Code Amendment; and
2. Introduce and waive the first reading of the Franks Code Amendment (CA 6-24/25-02) Zoning Ordinance 2026-_____; and
3. Open the public hearing and receive public comment; and
4. Continue the public hearing to the next regularly scheduled Board of Supervisors meeting on January 20, 2026, for consideration of adoption of the proposed Zoning Ordinance by Board of Supervisors Resolution.

Background and Discussion:

On March 4, 2025, Robert and Robyn Franks submitted a Lot Line Adjustment (LLA) (3-24/25-06) application to adjust the property lines between 7344 and 7342 Marilyn Drive, Lake Davis; APNs 025-370-036 (1.5 acres) and 025-370-037 (1.42 acres). The proposed lot line adjustment would increase the 7433 Marilyn Drive (APN 025-370-036) by 0.42 acres and decrease 7342 Marilyn Drive (APN 025-370-037) by 0.42 acres. Both parcels are zoned "R-10" or Rural Zone (residential), with a 10-acre minimum parcel size pursuant to the County Zoning Code. After review by the Planning Department, it was determined that the subject parcels do not conform to the minimum parcel size in area or the minimum width required by the "R-10" zoning.

Current Plumas County Code, Title 9 Planning and Zoning, Chapter 2 Zoning, Article 12.8 Lot Line Adjustment, which is rooted in the California Subdivision Map Act, provides for an 'exception' clause to the minimum parcel size area, but does not currently provide an 'exception' clause for the minimum parcel width. With that said, it is common to have legal parcels throughout Plumas County that are nonconforming to the County Zoning Code of the applied zone for the minimum parcel area and minimum parcel width.

Therefore, the Franks LLA application was found to meet the County Zoning Code 'exception' for the minimum parcel area, but did not comply with the requirement of Plumas County Code Section 9-2.1284(c)(2) requiring the parcels subject to the lot line adjustment to meet the minimum width required by the applied zone, without exception, and could not be approved, as proposed, and was determined by the Planning Department to be incomplete on May 22, 2025.

The applicant's remedies were then to submit a code amendment to propose changes to PCC Sec. 9-2.1284 addressing the nonconforming width of the parcels, requested an application refund, or appeal the decision of the Planning Director to the Board of Supervisors.

On June 16, 2025, Robert and Robyn Franks submitted the Code Amendment (CA 6-24/25-02) application and proposed revisions to Sec. 9-2.1284, Article 12.8 Lot Line Adjustment, Chapter 2 Zoning, Title 9 Planning and Zoning of Plumas County Code to address the minimum width required by the applied zone in creating a proposed 'exception' process that could not only potentially assist the Franks LLA application, but other LLA applications where a parcel or parcels cannot meet the minimum width required by the applied zone.

At the regularly scheduled Planning Commission meeting on November 6, 2025, the Planning Commission discussed the amendments and additions proposed by the applicant to address the width of a nonconforming parcel that is subject to a lot line adjustment, as well as draft amendments prepared by Planning staff to address historic Title 9 Planning and Zoning internal inconsistencies ensuring no need for interpretation by the Planning Director concerning lot line adjustment requirements.

The Planning Commission made a motion (moved by Foster, seconded by Spencer, with Lewis, West, Foster, and Spencer YESs and Montgomery absent) directing staff to bring the Franks Code Amendment back in ordinance and resolution format for a public hearing, with the following changes:

1. Remove typographical error under Sec. 9-2.1284(f) as it is duplicative of the language stated under Sec. 9-2.1284(c)(3); and
2. Add language to the proposed amendments that provides clear direction for how the side lines (and) in the formula to determine the average side length of a nonconforming parcel (" ") is determined.

On December 4, 2025, the Planning Commission held a properly noticed public hearing on for the proposed Franks Code Amendment Ordinance with review and discussion of Planning Commission Resolution Number P.C. 2025-05 and received testimony from all interested parties. The Planning Commission took action in amending Planning Commission Resolution Number P.C. 2025-05 to include the definition of "w-normalized," and duly passed and adopted the Resolution by a roll call vote of five (5) commissioners for (West, Spencer, Lewis, Montgomery, and Foster) and none against, recommending the Board of Supervisors find the Franks Code Amendment (CA 6-24/25-02) approval by Ordinance exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) and adopt the Zoning Ordinance approving the Code Amendment (CA 6-24/25-02).

The Board of Supervisors public hearing on January 13, 2026, for the Franks Code Amendment (CA 6-24/25-02) is to receive Planning Commission Resolution Number 2025-05 and staff report presentation on the proposed Franks Code Amendment; and introduce and waive the first reading of the Franks Code Amendment (CA 6-24/25-02) Zoning Ordinance 2026-_____; and open the public hearing and receive public comment. It is then recommended by Planning staff to continue the public hearing to the next regularly scheduled Board of Supervisors meeting on January 20, 2026, for consideration of adoption of the proposed Zoning Ordinance by Board of Supervisors Resolution.

PROCEDURE:

Pursuant to Plumas County Code Sections 9-2.905 and 9-2.906, the Planning Commission's duties include providing recommendations to the Board of Supervisors on zoning code changes after holding a properly noticed public hearing. The Planning Commission is charged with rendering a decision on the proposed Franks Code Amendment Zoning Ordinance in the form of a written recommendation (Resolution) to the Board of Supervisors as pursuant to Plumas County Code Sections 2-2.107 and 2-2.108. Once the Planning Commission has made a recommendation, the Board of Supervisors then holds a public hearing to take action on the application.

Planning Commission Resolution Number P.C. 2025-05 was duly passed and adopted by the Plumas County Planning Commission on December 4, 2025, by a roll call vote of 5 YES (Lewis, Foster, Montgomery, Spencer, West), recommending the Board of Supervisors find the Ordinance exempt from the California

Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) and adopt the Zoning Ordinance approving the Franks Code Amendment (CA 6-24/25-02).

CEQA COMPLIANCE AND DETERMINATION:

Pursuant to California Public Resources Code Section 15378, the Franks Code Amendment (CA 6-24/25-02) amending Chapter 2 Zoning, Title 9 Planning and Zoning of Plumas County Code, is a “zoning ordinance” and is therefore considered a “project” subject to CEQA. The project is proposed to be exempt from the requirements of CEQA under CEQA Guidelines Section 15061(b)(3) because after conducting the initial environmental evaluation for the project, which showed no potential adverse effects on the environment, it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment because the project action is an ordinance amendment causing no ground disturbance.

Action:

1. Introduce and waive the first reading of the Franks Code Amendment (CA 6-24/25-02) Zoning Ordinance 2026-_____; and
2. Open the public hearing and receive public comment; and
3. Continue the public hearing to the next regularly scheduled Board of Supervisors meeting on January 20, 2026, for consideration of adoption of the proposed Zoning Ordinance by Board of Supervisors Resolution.

Fiscal Impact:

Franks Code Amendment application fee of \$926.00 paid to the Planning Department in FY 24/25.

Attachments:

1. FRANKS_PC RES 2025-05
2. Franks Code Amendment_Zoning Ord_2026-_____
3. Franks Code Amendment_Presentation_BOS 1.13.25

RESOLUTION NUMBER P.C. 2025-05

**RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS TO FIND
THE FRANKS CODE AMENDMENT (CA 6-24/25-02)
EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
UNDER CEQA GUIDELINES SECTION 15061(b)(3) AND ADOPT THE CODE AMENDMENT
ZONING ORDINANCE APPROVING THE CODE AMENDMENT**

WHEREAS, on March 4, 2025, Robert and Robyn Franks, applicants, submitted Lot Line Adjustment LLA 3-24/25-06 application to adjust the property lines between 7344 and 7342 Marilyn Drive, Lake Davis, APNs 025-370-036 and 025-370-037, respectively, proposing to increase APN 025-370-036 by 0.42 acres and decrease APN 025-370-037 by 0.42 acres; and

WHEREAS, upon review by Planning Department staff, the application was found to not comply with the requirement of Plumas County Code Section 9-2.1284(c)(2), which require the parcels subject to the lot line adjustment to meet the minimum width required by the applied zone; and

WHEREAS, the applicants submitted a Code Amendment (CA 6-24/25-02) application on June 16, 2025, to initiate an amendment to Plumas County Code Title 9 Planning and Zoning, Chapter 9 Zoning; and

WHEREAS, Code Amendment CA 6-24/25-02 is proposed to amend and add to Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 12.8 Lot Line Adjustment, Sec. 9-2.1284(c)(2) and Sec. 9-2.1284(c)(3) such that the width requirement for a lot line adjustment include provisions to account for the lot line adjustment of parcels that are nonconforming to the width requirement of the applied zoning district; and

WHEREAS, additionally amendments are proposed by Planning Department staff to address historic Title 9 Planning and Zoning internal inconsistencies for lot line adjustments to ensure no need for interpretation by the Planning Director concerning lot line adjustment requirements; and

WHEREAS, the Planning Commission held a workshop on November 6, 2025, to review, take public comment on, and propose amendments to Sec. 9-2.1284 Requirements; Article 30 – Agricultural Preserve Zone (AP), Sec. 9-2.3004(c); Article 31 – General Agriculture Zone (GA), Sec. 9-2.3104(c); Article 32 – Timberland Production Zone (TPZ), Sec. 9-2.3204(b); Article 33 – General Forest Zone (GF), Sec. 9-2.3304(c); and Article 34 – Mining Zone (M), Sec. 9-2.3404(c); and

WHEREAS, on November 6, 2025, the Planning Commission made a motion by majority vote with four (4) commissioners for (West, Spencer, Lewis, and Foster), none against, and one (1) commissioner absent (Montgomery) directing Planning Department staff to bring the Code Amendment back in ordinance and resolution format for a public hearing, with the following changes:

1. Remove typographical error under Sec. 9-2.1284(f) as it is duplicative of the language stated under Sec. 9-2.1284(c)(3); and
2. Add language to the proposed amendments that provides clear direction for how the side lines (l_1 and l_2) in the formula to determine the average side length of a nonconforming parcel ($l_{nonconforming}$) is determined; and

WHEREAS, the Planning Commission held a properly noticed public hearing on December 4, 2025, for the proposed ordinance and resolution and received testimony from all interested parties.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the County of Plumas, State of California recommends that the Board of Supervisors:

1. Find the Code Amendment (CA 6-24/25-02) amending Chapter 2 Zoning, Title 9 Planning and Zoning of Plumas County Code, approval by Ordinance, pursuant to California Public Resources Code Section 15378, a “zoning ordinance” and is therefore considered a “project” subject to CEQA and is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because after conducting the initial environmental evaluation for the project, which showed no potential adverse effects on the environment, it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment because the project action is a zoning ordinance amendment causing no ground disturbance; and
2. Adopt the Zoning Ordinance approving the Code Amendment (CA 6-24/25-02) amending Title 9 Planning and Zoning, Chapter 2 Zoning, of the Plumas County Code as shown in Exhibit “1” as amended at the December 4, 2025, Planning Commission meeting, attached herein.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 4th day of December, 2025, by the following roll call vote:

AYES: Commissioners: **LEWIS, WEST, FOSTER, MONTGOMERY, SPENCER**
NOES: Commissioners:
ABSTAIN: Commissioners:
ABSENT: Commissioners:

Said resolution to be effective as of the 4th day of December, 2025.

Harvey E. West
Harvey West
Chair, Plumas County Planning Commission

ATTEST:

Tracey Ferguson
Tracey Ferguson, AICP, Planning Director

EXHIBIT “1”

**CODE AMENDMENT ZONING ORDINANCE
FRANKS CODE AMENDMENT (CA 6-24/25-02)
ORDINANCE NO. 2026-_____**

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING,
ARTICLE 12.8. - LOT LINE ADJUSTMENT, SEC. 9-2.1284. - REQUIREMENTS;
ARTICLE 30. - AGRICULTURAL PRESERVE ZONE (AP), SEC. 9-2.3004(c);
ARTICLE 31. - GENERAL AGRICULTURE ZONE (GA), SEC. 9-2.3104(c);
ARTICLE 32. - TIMBERLAND PRODUCTION ZONE (TPZ), SEC. 9-2.3204(b);
ARTICLE 33. - GENERAL FOREST ZONE (GF), SEC. 9-2.3304(c); AND
ARTICLE 34. - MINING ZONE (M), SEC. 9-2.3404(c)**
ENACTED BY BOARD OF SUPERVISORS RESOLUTION NO. 2026-_____

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION 1. Ordinance Amendments

Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, is amended, deleted, or added to and adopted as set forth in the Draft Zoning Ordinance (applicant proposed – red text; staff proposed – green text), as attached in Exhibit “A.”

Chapter 2 Zoning, Article 12.8. Lot Line Adjustment

Sec. 9-2.1284. Requirements.

Chapter 2 Zoning, Article 30. Agricultural Preserve Zone (AP)

Sec. 9-2.3004(c). Area, width, and coverage (AP).

Chapter 2 Zoning, Article 31. General Agriculture Zone (GA)

Sec. 9-2.3104(c). Area, width, and coverage (GA).

Chapter 2 Zoning, Article 32. Timberland Production Zone (TPZ)

Sec. 9-2.3204(b). Area (TPZ).

Chapter 2 Zoning, Article 33. General Forest Zone (GF)

Sec. 9-2.3304(c). Area, width, and coverage (GF).

Chapter 2 Zoning, Article 34. Mining Zone (M)

Sec. 9-2.3404(c). Area, width, and coverage (M).

SECTION 2. Resolutions

The ordinance amendments are consistent with and will serve to implement the Franks Code Amendment (CA 6-24/25-02) Zoning Ordinance recommended by Planning Commission Resolution No. 2025-05 and enacted by the Board of Supervisors Resolution No. 2026-_____.

SECTION 3. Environmental

The ordinance adoption for Code Amendment (CA 6-24/25-02), amending Chapter 2 Zoning, Title 9 Planning and Zoning of Plumas County Code, pursuant to California Public Resources Code Section 15378, is a “zoning ordinance” and is therefore considered a “project” subject to CEQA and is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because after conducting the initial environmental evaluation for the project, which showed no potential adverse effects on the environment, it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment because the project action is a zoning ordinance amendment causing no ground disturbance.

SECTION 4. Codification

This Ordinance shall be codified as set forth in the Final Zoning Ordinance as attached in Exhibit "B."

SECTION 5. Publication

A summary of this Ordinance shall be posted in a prominent location, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of this Ordinance, once, with the names of the supervisors voting for and against this Ordinance, at the Board of Supervisors' chambers and shall remain posted thereafter for at least one (1) week.

SECTION 6. Effective Date

This Ordinance shall become effective 30 days from the date of final passage.

The foregoing Franks Code Amendment (CA 6-24/25-02) Zoning Ordinance was introduced at a regular meeting of the Board of Supervisors on the ____ day of ____ 2026, and passed and adopted on the ____ day of ____ 2026 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

ABSENT: Supervisors:

<INSERT NAME>, Chair of the Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board of Supervisors

EXHIBIT “A”

DRAFT ZONING ORDINANCE

Sec. 9-2.1284. Requirements.

- (a) Lot lines may be adjusted between ~~four two~~ or ~~fewer more~~ existing adjacent parcels, where the land taken from a parcel is added to an adjacent parcel and where a greater number of parcels than originally existed is not created. Fewer parcels than originally existed may result from a lot line adjustment. A parcel to which no land is added from another parcel, but which is a reduced version of an original parcel may result from a lot line adjustment.
- (b) The review and approval of a lot line adjustment shall be limited to a determination whether or not the parcels resulting from the lot line adjustment will conform to County **General Plan and** zoning and building ordinances.
- (c) **A P**parcels resulting from a lot line adjustment conforms to County **zoning** ordinances if:
 - (1) The parcels ~~are is~~ of the minimum area required by the applied zone, except that:
 - (a) Adjustments to parcels, at least one of which is fully conforming, that are proposed in order to re-align a property line with a well-defined physical feature, including but not limited to a **structure**, water course, **or** recorded roadway, **or with a zoning district boundary**, may be approved if the resulting non-conforming **minimum area size** parcel complies with all other zoning (Title 9 **Planning and Zoning**), **and** building (Title 8 **Building Regulations**), **requirements** and water supply systems and sewage disposal (Title 6 **Sanitation and Health**) **requirements** ordinances **including those of Title 6** of the Plumas County Code (**Sanitation and Health**) and the other parcel results in a fully conforming parcel.
 - (b) Adjustments to parcels that are non-conforming in **size minimum area** may be further reduced in **area size** if the purpose of the adjustment is to re-align a property line with a well-defined physical feature, including but not limited to a **structure**, water course, or recorded roadway, or with a **zoning district boundary**, if the parcel being reduced in **area size** complies with all other zoning (Title 9 **Planning and Zoning**), **and** building (Title 8 **Building Regulations**), and **water supply systems and sewage disposal (Title 6 Sanitation and Health) requirements** ordinances **including those of Title 6** of the Plumas County Code (**Sanitation and Health**).
 - (2) The parcels ~~has are of~~ the minimum width required by the applied zone, ~~except that:~~
 - (a) Adjustments to nonconforming parcel(s) must maintain a minimum width using the following formula:

$$W_{nonconforming} = L_{nonconforming} \times W_{normalized}$$

Where:

$W_{nonconforming}$ = minimum width required for resulting nonconforming parcel

$$L_{nonconforming} = \text{average side length of nonconforming parcel} = \frac{l_1 + l_2}{2}$$

Where:

l_1 = length of side line

l_2 = length of opposite side line

EXHIBIT “A”

DRAFT ZONING ORDINANCE

Note: l_1 and l_2 side property lines shall be determined pursuant to Plumas County Code Sec. 9-2.275, Property line, which defines “front line,” “side line,” and “rear line.”

$$W_{normalized} = \text{normalized minimum parcel width} = \frac{W_{zoning\ minimum}}{\frac{A_{zoning\ minimum}}{W_{zoning\ minimum}}}$$

Where:

$W_{zoning\ minimum}$ = minimum width as required by the zoning

$A_{zoning\ minimum}$ = minimum gross lot area as required by the zoning

- (b) Resulting nonconforming width parcel(s) may be approved if the parcel(s) comply with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code.
- (3) Where lot line adjustment minimum area and/or width requirements cannot be met, the Planning Director may determine the minimum area and/or width requirements based on the minimum area and/or width requirements of the next densest zoning district for which the parcel meets the minimum area and/or width requirements.

(34) Above ground structures on the parcel(s) which are subject to the yard requirements of the applied zone meet those requirements;

(45) Parking and loading ~~is are~~ provided as required by the applied zone;

(56) No violation of the sign requirements of the applied zone results from the lot line adjustment;

(67) No violation of any ~~ministerial or discretionary action special use permit, planned development permit, variance or site development permit~~ results from the lot line adjustment;

(78) No violation of Article 4 (General Requirements) of this Chapter results from the lot line adjustment; and

(89) The lot line adjustment conforms to the provisions of this article.

- (d) When more than one zone is applied to a parcel resulting from a lot line adjustment, the provisions of Section 9-2.305 of Article 3 (Establishment of Zones-Territory) of this Chapter and of Section 9-2.401(e) of Article 4 (General Requirements-Application) of this Chapter shall apply.
- (e) Notwithstanding any other provision of law, when a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP) [Section 9-2.3004(c)], General Agriculture (GA) [Section 9-2.3104(c)], Timberland Production Zone (TPZ) [Section 9-2.3204(b)], General Forest (GF) [Section 9-2.3304(c)], or Mining Zone (M) [Section 9-2.3404(c)], that area shall be of at least the minimum area required by the zone or the lot line adjustment shall be denied.

(§ 1, Ord. 94-834, eff. June 23, 1994; Ord. 2009-1072, § 1, adopted September 15, 2009)

EXHIBIT “A”

DRAFT ZONING ORDINANCE

Sec. 9-2.3004. - Area, width, and coverage (AP).

- (a) The minimum gross lot area in the Agricultural Preserve Zone (AP) shall be eighty (80) acres, except as provided in subsection (b) of this section.
- (b) The minimum gross lot area shall be ten (10) acres solely where the primary use is an agricultural auction yard with no dwelling unit permitted.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP), that area shall be at least the minimum area required by subsections (a) or (b) of this section, as applicable, or the lot line adjustment shall be denied [[Section 9-2.1284\(e\)](#)].
- (d) Each dwelling unit and accessory buildings shall cover no more than one acre. Miscellaneous permitted compatible uses shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 3, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3104. - Area, width, and coverage (GA).

- (a) The minimum gross lot area in the General Agriculture Zone (GA) shall be forty (40) acres.
- (b) The minimum width shall be three hundred (300) feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Agriculture Zone (GA), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [[Section 9-2.1284\(e\)](#)].
- (d) Each dwelling unit and accessory buildings shall cover no more than one (1) acre. Miscellaneous permitted compatible uses shall cover no more than one (1) acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 4, Ord. 94-834, eff. June 23, 1994; § 3(Exh. A), Ord. 2020-1129, adopted May 19, 2020)

Sec. 9-2.3204. - Area (TPZ).

Parcels zoned as Timberland Production Zone (TPZ) shall not be divisible into parcels containing less than forty (40) acres, unless:

- (a) Four-fifths ($\frac{4}{5}$) of the members of the Board find that a proposed division is in the public interest; and
- (b) The original owner prepares a joint timber management plan prepared or approved as to content by a registered professional forester for the parcels to be created. The joint timber management plan shall provide for the management and harvesting of timber by the original owner and any subsequent owners, and shall be recorded with the County Recorder as a deed restriction on all newly-created parcels, and shall be subject to all the other provisions of the Forest Taxation Reform Act of 1976, in addition to the normal requirements of this chapter.

When a parcel resulting from a lot line adjustment contains an area zoned Timberland Production Zone (TPZ), that area shall be of at least the minimum area required by this section, or the lot line adjustment shall be denied [[Section 9-2.1284\(e\)](#)].

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 5, Ord. 94-834, eff. June 23, 1994)

Sec. 9-2.3304. - Area, width, and coverage (GF).

- (a) The minimum gross lot area in the General Forest Zone (GF) shall be (40) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Forest Zone (GF), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and/or other permitted structure shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3404. - Area, width, and coverage (M).

- (a) The minimum gross lot area in the Mining Zone (M) shall be ten (10) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Mining Zone (M), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) The maximum building coverage shall not exceed seventy (70%) percent of the lot area, except that each dwelling unit and accessory buildings shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

EXHIBIT “B”

FINAL ZONING ORDINANCE

Sec. 9-2.1284. Requirements.

- (a) Lot lines may be adjusted between four or fewer existing adjacent parcels, where the land taken from a parcel is added to an adjacent parcel and where a greater number of parcels than originally existed is not created. Fewer parcels than originally existed may result from a lot line adjustment. A parcel to which no land is added from another parcel, but which is a reduced version of an original parcel may result from a lot line adjustment.
- (b) The review and approval of a lot line adjustment shall be limited to a determination whether or not the parcels resulting from the lot line adjustment will conform to County General Plan and zoning and building ordinances.
- (c) Parcels resulting from a lot line adjustment conform to County ordinances if:
 - (1) The parcels are of the minimum area required by the applied zone, except that:
 - (a) Adjustments to parcels, at least one of which is fully conforming, that are proposed in order to re-align a property line with a well-defined physical feature, including but not limited to a structure, water course, or recorded roadway, or with a zoning district boundary, may be approved if the resulting non-conforming minimum area parcel complies with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code and the other parcel results in a fully conforming parcel.
 - (b) Adjustments to parcels that are non-conforming in minimum area may be further reduced in area if the purpose of the adjustment is to re-align a property line with a well-defined physical feature, including but not limited to a structure, water course, or recorded roadway, or with a zoning district boundary, if the parcel being reduced in area complies with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code.
 - (2) The parcels are of the minimum width required by the applied zone, except that:
 - (a) Adjustments to nonconforming parcel(s) must maintain a minimum width using the following formula:
$$W_{nonconforming} = L_{nonconforming} \times W_{normalized}$$
Where:
$$W_{nonconforming} = \text{minimum width required for resulting nonconforming parcel}$$
$$L_{nonconforming} = \text{average side length of nonconforming parcel} = \frac{l_1 + l_2}{2}$$
Where:
 - l_1 = length of side line
 - l_2 = length of opposite side line

EXHIBIT “B”

FINAL ZONING ORDINANCE

Note: l_1 and l_2 side property lines shall be determined pursuant to Plumas County Code Sec. 9-2.275, Property line, which defines “front line,” “side line,” and “rear line.”

$$W_{normalized} = \text{normalized minimum parcel width} = \frac{W_{zoning\ minimum}}{\frac{A_{zoning\ minimum}}{W_{zoning\ minimum}}}$$

Where:

$W_{zoning\ minimum}$ = minimum width as required by the zoning

$A_{zoning\ minimum}$ = minimum gross lot area as required by the zoning

- (b) Resulting nonconforming width parcel(s) may be approved if the parcel(s) comply with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code.
- (3) Where lot line adjustment minimum area and/or width requirements cannot be met, the Planning Director may determine the minimum area and/or width requirements based on the minimum area and/or width requirements of the next densest zoning district for which the parcel meets the minimum area and/or width requirements.
- (4) Above ground structures on the parcel(s) which are subject to the yard requirements of the applied zone meet those requirements;
- (5) Parking and loading are provided as required by the applied zone;
- (6) No violation of the sign requirements of the applied zone results from the lot line adjustment;
- (7) No violation of any ministerial or discretionary action results from the lot line adjustment;
- (8) No violation of Article 4 (General Requirements) of this Chapter results from the lot line adjustment; and
- (9) The lot line adjustment conforms to the provisions of this article.
- (d) When more than one zone is applied to a parcel resulting from a lot line adjustment, the provisions of Section 9-2.305 of Article 3 (Establishment of Zones-Territory) of this Chapter and of Section 9-2.401(e) of Article 4 (General Requirements-Application) of this Chapter shall apply.
- (e) Notwithstanding any other provision of law, when a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP) [Section 9-2.3004(c)], General Agriculture (GA) [Section 9-2.3104(c)], Timberland Production Zone (TPZ) [Section 9-2.3204(b)], General Forest (GF) [Section 9-2.3304(c)], or Mining Zone (M) [Section 9-2.3404(c)], that area shall be of at least the minimum area required by the zone or the lot line adjustment shall be denied.

(§ 1, Ord. 94-834, eff. June 23, 1994; Ord. 2009-1072, § 1, adopted September 15, 2009)

EXHIBIT “B”

FINAL ZONING ORDINANCE

Sec. 9-2.3004. - Area, width, and coverage (AP).

- (a) The minimum gross lot area in the Agricultural Preserve Zone (AP) shall be eighty (80) acres, except as provided in subsection (b) of this section.
- (b) The minimum gross lot area shall be ten (10) acres solely where the primary use is an agricultural auction yard with no dwelling unit permitted.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP), that area shall be at least the minimum area required by subsections (a) or (b) of this section, as applicable, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and accessory buildings shall cover no more than one acre. Miscellaneous permitted compatible uses shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 3, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3104. - Area, width, and coverage (GA).

- (a) The minimum gross lot area in the General Agriculture Zone (GA) shall be forty (40) acres.
- (b) The minimum width shall be three hundred (300) feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Agriculture Zone (GA), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and accessory buildings shall cover no more than one (1) acre. Miscellaneous permitted compatible uses shall cover no more than one (1) acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 4, Ord. 94-834, eff. June 23, 1994; § 3(Exh. A), Ord. 2020-1129, adopted May 19, 2020)

Sec. 9-2.3204. - Area (TPZ).

Parcels zoned as Timberland Production Zone (TPZ) shall not be divisible into parcels containing less than forty (40) acres, unless:

- (a) Four-fifths ($\frac{4}{5}$) of the members of the Board find that a proposed division is in the public interest; and
- (b) The original owner prepares a joint timber management plan prepared or approved as to content by a registered professional forester for the parcels to be created. The joint timber management plan shall provide for the management and harvesting of timber by the original owner and any subsequent owners, and shall be recorded with the County Recorder as a deed restriction on all newly-created parcels, and shall be subject to all the other provisions of the Forest Taxation Reform Act of 1976, in addition to the normal requirements of this chapter.

When a parcel resulting from a lot line adjustment contains an area zoned Timberland Production Zone (TPZ), that area shall be of at least the minimum area required by this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 5, Ord. 94-834, eff. June 23, 1994)

Sec. 9-2.3304. - Area, width, and coverage (GF).

- (a) The minimum gross lot area in the General Forest Zone (GF) shall be (40) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Forest Zone (GF), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and/or other permitted structure shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3404. - Area, width, and coverage (M).

- (a) The minimum gross lot area in the Mining Zone (M) shall be ten (10) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Mining Zone (M), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) The maximum building coverage shall not exceed seventy (70%) percent of the lot area, except that each dwelling unit and accessory buildings shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

**CODE AMENDMENT ZONING ORDINANCE
FRANKS CODE AMENDMENT (CA 6-24/25-02)
ORDINANCE NO. 2026-_____**

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING,
ARTICLE 12.8. - LOT LINE ADJUSTMENT, SEC. 9-2.1284. - REQUIREMENTS;
ARTICLE 30. - AGRICULTURAL PRESERVE ZONE (AP), SEC. 9-2.3004(c);
ARTICLE 31. - GENERAL AGRICULTURE ZONE (GA), SEC. 9-2.3104(c);
ARTICLE 32. - TIMBERLAND PRODUCTION ZONE (TPZ), SEC. 9-2.3204(b);
ARTICLE 33. - GENERAL FOREST ZONE (GF), SEC. 9-2.3304(c); AND
ARTICLE 34. - MINING ZONE (M), SEC. 9-2.3404(c)**
ENACTED BY BOARD OF SUPERVISORS RESOLUTION NO. 2026-_____

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION 1. Ordinance Amendments

Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, is amended, deleted, or added to and adopted as set forth in the Draft Zoning Ordinance (applicant proposed – red text; staff proposed – green text), as attached in Exhibit “A.”

Chapter 2 Zoning, Article 12.8. Lot Line Adjustment

Sec. 9-2.1284. Requirements.

Chapter 2 Zoning, Article 30. Agricultural Preserve Zone (AP)

Sec. 9-2.3004(c). Area, width, and coverage (AP).

Chapter 2 Zoning, Article 31. General Agriculture Zone (GA)

Sec. 9-2.3104(c). Area, width, and coverage (GA).

Chapter 2 Zoning, Article 32. Timberland Production Zone (TPZ)

Sec. 9-2.3204(b). Area (TPZ).

Chapter 2 Zoning, Article 33. General Forest Zone (GF)

Sec. 9-2.3304(c). Area, width, and coverage (GF).

Chapter 2 Zoning, Article 34. Mining Zone (M)

Sec. 9-2.3404(c). Area, width, and coverage (M).

SECTION 2. Resolutions

The ordinance amendments are consistent with and will serve to implement the Franks Code Amendment (CA 6-24/25-02) Zoning Ordinance recommended by Planning Commission Resolution No. 2025-05 and enacted by the Board of Supervisors Resolution No. 2026-_____.

SECTION 3. Environmental

The ordinance adoption for Code Amendment (CA 6-24/25-02), amending Chapter 2 Zoning, Title 9 Planning and Zoning of Plumas County Code, pursuant to California Public Resources Code Section 15378, is a “zoning ordinance” and is therefore considered a “project” subject to CEQA and is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because after conducting the initial environmental evaluation for the project, which showed no potential adverse effects on the environment, it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment because the project action is a zoning ordinance amendment causing no ground disturbance.

SECTION 4. Codification

This Ordinance shall be codified as set forth in the Final Zoning Ordinance as attached in Exhibit "B."

SECTION 5. Publication

A summary of this Ordinance shall be posted in a prominent location, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of this Ordinance, once, with the names of the supervisors voting for and against this Ordinance, at the Board of Supervisors' chambers and shall remain posted thereafter for at least one (1) week.

SECTION 6. Effective Date

This Ordinance shall become effective 30 days from the date of final passage.

The foregoing Franks Code Amendment (CA 6-24/25-02) Zoning Ordinance was introduced at a regular meeting of the Board of Supervisors on the 13th day of January 2026, and passed and adopted on the 20th day of January 2026 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

ABSENT: Supervisors:

Mimi Hall, Chair of the Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT “A”

DRAFT ZONING ORDINANCE

Sec. 9-2.1284. Requirements.

- (a) Lot lines may be adjusted between ~~four two~~ or ~~fewer more~~ existing adjacent parcels, where the land taken from a parcel is added to an adjacent parcel and where a greater number of parcels than originally existed is not created. Fewer parcels than originally existed may result from a lot line adjustment. A parcel to which no land is added from another parcel, but which is a reduced version of an original parcel may result from a lot line adjustment.
- (b) The review and approval of a lot line adjustment shall be limited to a determination whether or not the parcels resulting from the lot line adjustment will conform to County **General Plan and** zoning and building ordinances.
- (c) **A P**parcels resulting from a lot line adjustment conforms to County **zoning** ordinances if:
 - (1) The parcels ~~are is~~ of the minimum area required by the applied zone, except that:
 - (a) Adjustments to parcels, at least one of which is fully conforming, that are proposed in order to re-align a property line with a well-defined physical feature, including but not limited to a **structure**, water course, **or** recorded roadway, **or with a zoning district boundary**, may be approved if the resulting non-conforming **minimum area size** parcel complies with all other zoning (Title 9 **Planning and Zoning**), **and** building (Title 8 **Building Regulations**), **requirements** and water supply systems and sewage disposal (Title 6 **Sanitation and Health**) **requirements** ordinances **including those of Title 6** of the Plumas County Code (**Sanitation and Health**) and the other parcel results in a fully conforming parcel.
 - (b) Adjustments to parcels that are non-conforming in **size minimum area** may be further reduced in **area size** if the purpose of the adjustment is to re-align a property line with a well-defined physical feature, including but not limited to a **structure**, water course, or recorded roadway, or with a **zoning district boundary**, if the parcel being reduced in **area size** complies with all other zoning (Title 9 **Planning and Zoning**), **and** building (Title 8 **Building Regulations**), and **water supply systems and sewage disposal (Title 6 Sanitation and Health) requirements** ordinances **including those of Title 6** of the Plumas County Code (**Sanitation and Health**).
 - (2) The parcels ~~has are~~ of the minimum width required by the applied zone, ~~except that:~~
 - (a) Adjustments to nonconforming parcel(s) must maintain a minimum width using the following formula:

$$W_{nonconforming} = L_{nonconforming} \times W_{normalized}$$

Where:

W_{nonconforming} = minimum width required for resulting nonconforming parcel

$$L_{nonconforming} = \text{average side length of nonconforming parcel} = \frac{l_1 + l_2}{2}$$

Where:

l₁ = length of side line

l₂ = length of opposite side line

EXHIBIT “A”

DRAFT ZONING ORDINANCE

Note: l_1 and l_2 side property lines shall be determined pursuant to Plumas County Code Sec. 9-2.275, Property line, which defines “front line,” “side line,” and “rear line.”

$$W_{normalized} = \text{normalized minimum parcel width} = \frac{W_{zoning\ minimum}}{\frac{A_{zoning\ minimum}}{W_{zoning\ minimum}}}$$

Where:

$W_{zoning\ minimum}$ = minimum width as required by the zoning

$A_{zoning\ minimum}$ = minimum gross lot area as required by the zoning

(b) Resulting nonconforming width parcel(s) may be approved if the parcel(s) comply with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code.

(3) Where lot line adjustment minimum area and/or width requirements cannot be met, the Planning Director may determine the minimum area and/or width requirements based on the minimum area and/or width requirements of the next densest zoning district for which the parcel meets the minimum area and/or width requirements.

(34) Above ground structures on the parcel(s) which are subject to the yard requirements of the applied zone meet those requirements;

(45) Parking and loading ~~is are~~ provided as required by the applied zone;

(56) No violation of the sign requirements of the applied zone results from the lot line adjustment;

(67) No violation of any ~~ministerial or discretionary action special use permit, planned development permit, variance or site development permit~~ results from the lot line adjustment;

(78) No violation of Article 4 (General Requirements) of this Chapter results from the lot line adjustment; and

(89) The lot line adjustment conforms to the provisions of this article.

(d) When more than one zone is applied to a parcel resulting from a lot line adjustment, the provisions of Section 9-2.305 of Article 3 (Establishment of Zones-Territory) of this Chapter and of Section 9-2.401(e) of Article 4 (General Requirements-Application) of this Chapter shall apply.

(e) Notwithstanding any other provision of law, when a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP) [Section 9-2.3004(c)], General Agriculture (GA) [Section 9-2.3104(c)], Timberland Production Zone (TPZ) [Section 9-2.3204(b)], General Forest (GF) [Section 9-2.3304(c)], or Mining Zone (M) [Section 9-2.3404(c)], that area shall be of at least the minimum area required by the zone or the lot line adjustment shall be denied.

(§ 1, Ord. 94-834, eff. June 23, 1994; Ord. 2009-1072, § 1, adopted September 15, 2009)

EXHIBIT “A”

DRAFT ZONING ORDINANCE

Sec. 9-2.3004. - Area, width, and coverage (AP).

- (a) The minimum gross lot area in the Agricultural Preserve Zone (AP) shall be eighty (80) acres, except as provided in subsection (b) of this section.
- (b) The minimum gross lot area shall be ten (10) acres solely where the primary use is an agricultural auction yard with no dwelling unit permitted.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP), that area shall be at least the minimum area required by subsections (a) or (b) of this section, as applicable, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and accessory buildings shall cover no more than one acre. Miscellaneous permitted compatible uses shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 3, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3104. - Area, width, and coverage (GA).

- (a) The minimum gross lot area in the General Agriculture Zone (GA) shall be forty (40) acres.
- (b) The minimum width shall be three hundred (300) feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Agriculture Zone (GA), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and accessory buildings shall cover no more than one (1) acre. Miscellaneous permitted compatible uses shall cover no more than one (1) acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 4, Ord. 94-834, eff. June 23, 1994; § 3(Exh. A), Ord. 2020-1129, adopted May 19, 2020)

Sec. 9-2.3204. - Area (TPZ).

Parcels zoned as Timberland Production Zone (TPZ) shall not be divisible into parcels containing less than forty (40) acres, unless:

- (a) Four-fifths ($\frac{4}{5}$) of the members of the Board find that a proposed division is in the public interest; and
- (b) The original owner prepares a joint timber management plan prepared or approved as to content by a registered professional forester for the parcels to be created. The joint timber management plan shall provide for the management and harvesting of timber by the original owner and any subsequent owners, and shall be recorded with the County Recorder as a deed restriction on all newly-created parcels, and shall be subject to all the other provisions of the Forest Taxation Reform Act of 1976, in addition to the normal requirements of this chapter.

When a parcel resulting from a lot line adjustment contains an area zoned Timberland Production Zone (TPZ), that area shall be of at least the minimum area required by this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 5, Ord. 94-834, eff. June 23, 1994)

Sec. 9-2.3304. - Area, width, and coverage (GF).

- (a) The minimum gross lot area in the General Forest Zone (GF) shall be (40) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Forest Zone (GF), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and/or other permitted structure shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3404. - Area, width, and coverage (M).

- (a) The minimum gross lot area in the Mining Zone (M) shall be ten (10) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Mining Zone (M), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) The maximum building coverage shall not exceed seventy (70%) percent of the lot area, except that each dwelling unit and accessory buildings shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

EXHIBIT “B”

FINAL ZONING ORDINANCE

Sec. 9-2.1284. Requirements.

- (a) Lot lines may be adjusted between four or fewer existing adjacent parcels, where the land taken from a parcel is added to an adjacent parcel and where a greater number of parcels than originally existed is not created. Fewer parcels than originally existed may result from a lot line adjustment. A parcel to which no land is added from another parcel, but which is a reduced version of an original parcel may result from a lot line adjustment.
- (b) The review and approval of a lot line adjustment shall be limited to a determination whether or not the parcels resulting from the lot line adjustment will conform to County General Plan and zoning and building ordinances.
- (c) Parcels resulting from a lot line adjustment conform to County ordinances if:
 - (1) The parcels are of the minimum area required by the applied zone, except that:
 - (a) Adjustments to parcels, at least one of which is fully conforming, that are proposed in order to re-align a property line with a well-defined physical feature, including but not limited to a structure, water course, or recorded roadway, or with a zoning district boundary, may be approved if the resulting non-conforming minimum area parcel complies with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code and the other parcel results in a fully conforming parcel.
 - (b) Adjustments to parcels that are non-conforming in minimum area may be further reduced in area if the purpose of the adjustment is to re-align a property line with a well-defined physical feature, including but not limited to a structure, water course, or recorded roadway, or with a zoning district boundary, if the parcel being reduced in area complies with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code.
 - (2) The parcels are of the minimum width required by the applied zone, except that:
 - (a) Adjustments to nonconforming parcel(s) must maintain a minimum width using the following formula:
$$W_{nonconforming} = L_{nonconforming} \times W_{normalized}$$
Where:
$$W_{nonconforming} = \text{minimum width required for resulting nonconforming parcel}$$
$$L_{nonconforming} = \text{average side length of nonconforming parcel} = \frac{l_1 + l_2}{2}$$
Where:
 - l_1 = length of side line
 - l_2 = length of opposite side line

EXHIBIT “B”

FINAL ZONING ORDINANCE

Note: l_1 and l_2 side property lines shall be determined pursuant to Plumas County Code Sec. 9-2.275, Property line, which defines “front line,” “side line,” and “rear line.”

$$W_{normalized} = \text{normalized minimum parcel width} = \frac{W_{zoning\ minimum}}{\frac{A_{zoning\ minimum}}{W_{zoning\ minimum}}}$$

Where:

$W_{zoning\ minimum}$ = minimum width as required by the zoning

$A_{zoning\ minimum}$ = minimum gross lot area as required by the zoning

- (b) Resulting nonconforming width parcel(s) may be approved if the parcel(s) comply with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code.
- (3) Where lot line adjustment minimum area and/or width requirements cannot be met, the Planning Director may determine the minimum area and/or width requirements based on the minimum area and/or width requirements of the next densest zoning district for which the parcel meets the minimum area and/or width requirements.
- (4) Above ground structures on the parcel(s) which are subject to the yard requirements of the applied zone meet those requirements;
- (5) Parking and loading are provided as required by the applied zone;
- (6) No violation of the sign requirements of the applied zone results from the lot line adjustment;
- (7) No violation of any ministerial or discretionary action results from the lot line adjustment;
- (8) No violation of Article 4 (General Requirements) of this Chapter results from the lot line adjustment; and
- (9) The lot line adjustment conforms to the provisions of this article.
- (d) When more than one zone is applied to a parcel resulting from a lot line adjustment, the provisions of Section 9-2.305 of Article 3 (Establishment of Zones-Territory) of this Chapter and of Section 9-2.401(e) of Article 4 (General Requirements-Application) of this Chapter shall apply.
- (e) Notwithstanding any other provision of law, when a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP) [Section 9-2.3004(c)], General Agriculture (GA) [Section 9-2.3104(c)], Timberland Production Zone (TPZ) [Section 9-2.3204(b)], General Forest (GF) [Section 9-2.3304(c)], or Mining Zone (M) [Section 9-2.3404(c)], that area shall be of at least the minimum area required by the zone or the lot line adjustment shall be denied.

(§ 1, Ord. 94-834, eff. June 23, 1994; Ord. 2009-1072, § 1, adopted September 15, 2009)

EXHIBIT “B”

FINAL ZONING ORDINANCE

Sec. 9-2.3004. - Area, width, and coverage (AP).

- (a) The minimum gross lot area in the Agricultural Preserve Zone (AP) shall be eighty (80) acres, except as provided in subsection (b) of this section.
- (b) The minimum gross lot area shall be ten (10) acres solely where the primary use is an agricultural auction yard with no dwelling unit permitted.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP), that area shall be at least the minimum area required by subsections (a) or (b) of this section, as applicable, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and accessory buildings shall cover no more than one acre. Miscellaneous permitted compatible uses shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 3, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3104. - Area, width, and coverage (GA).

- (a) The minimum gross lot area in the General Agriculture Zone (GA) shall be forty (40) acres.
- (b) The minimum width shall be three hundred (300) feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Agriculture Zone (GA), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and accessory buildings shall cover no more than one (1) acre. Miscellaneous permitted compatible uses shall cover no more than one (1) acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 4, Ord. 94-834, eff. June 23, 1994; § 3(Exh. A), Ord. 2020-1129, adopted May 19, 2020)

Sec. 9-2.3204. - Area (TPZ).

Parcels zoned as Timberland Production Zone (TPZ) shall not be divisible into parcels containing less than forty (40) acres, unless:

- (a) Four-fifths ($\frac{4}{5}$) of the members of the Board find that a proposed division is in the public interest; and
- (b) The original owner prepares a joint timber management plan prepared or approved as to content by a registered professional forester for the parcels to be created. The joint timber management plan shall provide for the management and harvesting of timber by the original owner and any subsequent owners, and shall be recorded with the County Recorder as a deed restriction on all newly-created parcels, and shall be subject to all the other provisions of the Forest Taxation Reform Act of 1976, in addition to the normal requirements of this chapter.

When a parcel resulting from a lot line adjustment contains an area zoned Timberland Production Zone (TPZ), that area shall be of at least the minimum area required by this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 5, Ord. 94-834, eff. June 23, 1994)

Sec. 9-2.3304. - Area, width, and coverage (GF).

- (a) The minimum gross lot area in the General Forest Zone (GF) shall be (40) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Forest Zone (GF), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and/or other permitted structure shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3404. - Area, width, and coverage (M).

- (a) The minimum gross lot area in the Mining Zone (M) shall be ten (10) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Mining Zone (M), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) The maximum building coverage shall not exceed seventy (70%) percent of the lot area, except that each dwelling unit and accessory buildings shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

PLUMAS COUNTY BOARD OF SUPERVISORS PUBLIC HEARING



JANUARY 13, 2026 - 11:00AM

Planning Department

Tracey Ferguson, Planning Director
in association with Tim Evans, Senior Planner

FRANKS CODE AMENDMENT (CA 6-24/25-02) APPLICATION - TITLE 9,
PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 12.8 LOT LINE
ADJUSTMENT, SECTION 9-2.1284 (REQUIREMENTS)
ARTICLE 30. AGRICULTURAL PRESERVE ZONE, SEC. 9-2.3004(C);
ARTICLE 31. GENERAL AGRICULTURE ZONE, SEC. 9-2.3104(C); ARTICLE 32.
TIMBERLAND PRODUCTION ZONE (TPZ), SEC. 9-2.3204(B);
ARTICLE 33. GENERAL FOREST ZONE (GF), SEC. 9-2.3304(C); AND
ARTICLE 34. MINING ZONE (M), SEC. 9-2.3404(C)

DRAFT ZONING ORDINANCE “EXHIBIT A” AMENDMENTS AND ADDITIONS SUMMARY

1. Proposed by Franks (applicant) (RED TEXT)

- A. Address the width of a nonconforming parcel that is subject to a lot line adjustment
 - a) Created width ‘exception’ process under Sec. 9-2.1284(c)(2) subsections (a) and (b)
 - b) Added Sec. 9-2.1284(c)(3) to allow additional flexibility for parcels that don’t conform to the proposed ‘exception’ process, in the applied zone, but may conform to the width requirement of the next densest zoning district

2. Proposed by Planning Department staff (GREEN TEXT)

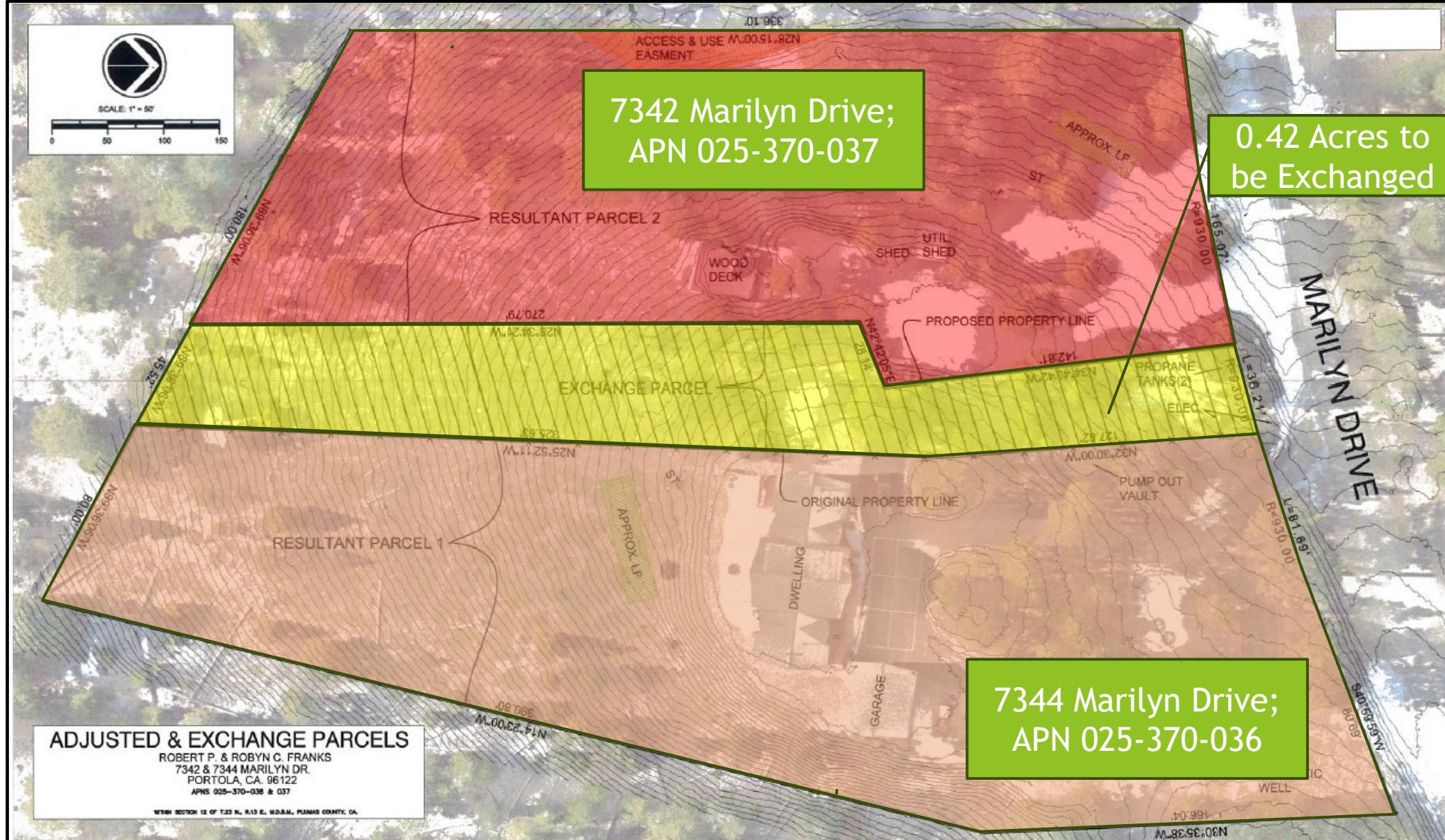
- A. Address historic Title 9 Planning and Zoning internal inconsistencies ensuring no need for interpretation by the Planning Director concerning lot line adjustment requirements
 - a) Added ‘structure’ to a type of a “well-defined physical feature” under Sec. 9-2.1284(c)(1) subsection (a) and (b), to codify current and prior Planning Director interpretation
 - b) Added clarification for the need of the non-conforming parcel to otherwise comply with all other zoning (Title 9), building (Title 8), and sanitation and health (Title 6) requirements under Sec. 9-2.1284(c)(1) subsection (a) and (b)
 - c) Under Sec. 9-2.1284(c)(7) clarified to state no violation of any ‘ministerial or discretionary action’ can result from a LLA; instead of naming only a few types of ministerial and discretionary permits
 - d) Under Sec. 9-2.1284(e) and under Sec. 9-2.3004(c); Sec. 9-2.3104(c); Sec. 9-2.3204(b); Sec. 9-2.3304(c); and Sec. 9-2.3404(c) added cross references to tie code sections together for consistency

BACKGROUND

- ▶ Robert and Robyn Franks, applicants
- ▶ 7342 and 7344 Marilyn Drive, Lake Davis
- ▶ APNs 025-370-037 and 025-370-036
- ▶ 1.84 acres and 1.08 acres
- ▶ Rural Zone (“R-10”) Zoning
- ▶ Lot Line Adjustment to increase APN 025-370-036 by 0.42 acres and decrease APN 025-370-037 by 0.42 acres



LOT LINE ADJUSTMENT PLOT PLAN



ANALYSIS

- Lot Line Adjustment submitted March 4, 2025.
- It is common to have parcels throughout Plumas County that are legal parcels and are nonconforming to the County Zoning Code minimum area and minimum width of the applied zone.
- Subject parcels do not conform to the minimum area or width required by the “R-10” zoning.
- Current code provides for an ‘exception’ clause to minimum area, but not minimum width; therefore, application determined incomplete on May 22, 2025.
- It is common to have legal parcels throughout Plumas County that are nonconforming to the minimum parcel area and minimum parcel width.
- Franks Code Amendment was submitted on June 16, 2025, to address the minimum width required by the applied zone in creating a proposed ‘exception’ process that could not only potentially assist the Franks LLA application, but other LLA applications where a parcel or parcels cannot meet the minimum width required by the applied zone.

Parcel	Zoning	Minimum Area Required (Acres)	Minimum Width Required (Feet)	Existing Area (Acres)	LLA Resulting Width (Feet)	LLA Resulting Area (Acres)	Conformance to Area and Width
7342 Marilyn Drive	“R-10”	10	300	1.42	131.67	1.84	Area conforms Width does not conform
7344 Marilyn Drive	“R-10”	10	300	1.50	162.21	1.08	Area conforms Width does not conform

ANALYSIS - FORMULA

- The proposed Franks Code Amendment includes the following formula that is internally consistent with how the current County Code defines width and how Planning staff calculates width; to then create a proportionally or ratio of the average length of the nonconforming parcel to the width to determine a minimum resulting width allowed:

$$W_{nonconforming} = L_{nonconforming} \times W_{normalized}$$

Where:

$W_{nonconforming}$ = minimum width required for resulting nonconforming parcel

$$L_{nonconforming} = \text{average side length of nonconforming parcel} = \frac{l_1 + l_2}{2}$$

Where:

l_1 = length of side line

l_2 = length of opposite side line

Note: l_1 and l_2 side property lines shall be determined pursuant to Plumas County Code Sec. 9-2.275, Property line, which defines "front line," "side line," and "rear line."

$$W_{normalized} = \text{normalized minimum parcel width} = \frac{W_{zoning\ minimum}}{\left(\frac{A_{zoning\ minimum}}{W_{zoning\ minimum}} \right)}$$

Where:

$W_{zoning\ minimum}$ = minimum width as required by the zoning

$A_{zoning\ minimum}$ = minimum gross lot area as required by the zoning

Note: Plumas County Code Sec. 9-2.299.6, defines width as the average distance between the 'side lines' of a lot, where 'side line' is defined as any property line which intersects a street.

ANALYSIS - EXAMPLE OF CALCULATION

$$W_{\text{nonconforming}} = L_{\text{nonconforming}} \times W_{\text{normalized}}$$

Variables to be calculated to determine $W_{\text{nonconforming}}$:

$L_{\text{nonconforming}}$ and $W_{\text{normalized}}$

Calculate $L_{\text{nonconforming}}$:

$$L_{\text{nonconforming}} = \text{average side length of nonconforming parcel} = \frac{l_1 + l_2}{2} = \frac{(336.10 + 453.45)}{2}$$

$$L_{\text{nonconforming}} = 394.77 \text{ feet}$$

Calculate $W_{\text{normalized}}$:

$$W_{\text{normalized}} = \text{normalized minimum parcel width} = \frac{W_{\text{zoning minimum}}}{\left(\frac{A_{\text{zoning minimum}}}{W_{\text{zoning minimum}}} \right)} = \frac{300 \text{ feet}}{\left(\frac{10 \text{ acres} (43,560 \text{ sq.ft.})}{300 \text{ feet}} \right)}$$

$$W_{\text{normalized}} = 0.206 \text{ (note: this is unitless as it is a normalized ratio)}$$

Calculate $W_{\text{nonconforming}}$:

$$W_{\text{nonconforming}} = L_{\text{nonconforming}} \times W_{\text{normalized}} = 394.77 \text{ feet} \times 0.206$$

$$W_{\text{nonconforming}} = 81.32 \text{ feet}$$

ANALYSIS - EXAMPLE RESULTS

- ▶ Calculated minimum resulting width required for the non-conforming parcel is 81.32 feet.
- ▶ Lot line adjustment resulting non-conforming parcel width of 131.67 feet is greater than calculated minimum width of 81.32 feet.
- ▶ The width ‘exception’ results in the ability for the lot line adjustment to be in conformance.

Parcel	Calculated Minimum Width Required for Resulting Non-conforming Parcel ($W_{nonconforming}$)	LLA Resulting Width for Non-conforming Parcel
7342 Marilyn Drive	81.32 feet	131.67 feet

RECOMMENDED ACTIONS

Planning Department staff recommends the Board of Supervisors take the following actions:

1. Introduce and waive the first reading of the Franks Code Amendment (CA 6-24/25-02) Zoning Ordinance 2026-____; and
2. Open the public hearing and receive public comment; and
3. Continue the public hearing to the next regularly scheduled Board of Supervisors meeting on January 20, 2026, for consideration of adoption of the proposed Zoning Ordinance by Board of Supervisors Resolution.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: January 13, 2026
SUBJECT: Sheriff's Office

Recommendation:

Background and Discussion:

..

Action:

Fiscal Impact:

Attachments:

None



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Jeremy Beatley, Operations Sergeant

MEETING DATE: January 13, 2026

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and KBT for the fixed asset purchase of Kinetic Breeching Tool Package; total not to exceed \$13,700; (No General Fund Impact) 70356(Sheriff's Law Enforcement Supplement Fund/542600(Equipment); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and KBT for the fixed asset purchase of Kinetic Breeching Tool Package; total not to exceed \$13,700; (No General Fund Impact) 70356(Sheriff's Law Enforcement Supplement Fund/542600(Equipment); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:

Several county wide training exercises, primarily involving active shootings at schools, have led to the identification of a lack of an area of deficiency in equipment. Personnel discovered the near impossibility of opening locked outward facing doors (found primarily at schools/hospitals/etc.). During an emergency situations such as an active shooter, the ability to open these doors quickly is essential for law enforcement and medical first responders to access both threats and victims. The KBT breaching tool provides the solution to this deficiency, allowing first responders to force open almost any door or obstacle quickly and efficiently.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and KBT for the fixed asset purchase of Kinetic Breeching Tool Package; total not to exceed \$13,700; (No General Fund Impact) 70356(Sheriff's Law Enforcement Supplement Fund/542600(Equipment); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) 70356(Sheriff's Law Enforcement Supplement Fund/542600(Equipment)

Attachments:

1. MPA 7279 FINAL (1)

**MASTER PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date:

Vendor:

County: County of Plumas
Department of

Tel:

Tel:

Description: Purchase of
as identified in the purchase Quote attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed
\$ Dollars
(\$)

Term: Agreement shall commence on and shall terminate on
unless the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in the Retail Sales Quote which is attached hereto as Exhibit A and incorporated herein by this reference.

VENDOR:

COUNTY:

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

By: _____

Name:

By: _____

Title:

Name:

Date Signed:

Chair, Board of Supervisors

Date signed:

ATTEST:

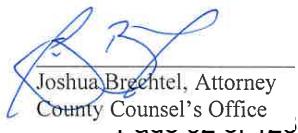
By: _____

Name:

Deputy Clerk of the Board

Date Signed:

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office



Douglas Hansen Jr
Director of Engineering Sales
Kinetic Breaching Technology
1968 130th Ave NE
Bellevue, WA 98005

Sole Source Distribution for KBT, LLC Products in North America

January 13, 2025

AARDVARK serves as our primary and sole distributor to represent Kinetic Breaching Technology, LLC, to Law Enforcement agencies. AARDVARK is the only KBT, LLC distributor authorized to respond to Requests for Proposals and Requests for Quotes and represents KBT, LLC within North America.

Distributor Information

Aardvark
1935 Puddingstone Dr.
La Verne, CA 91750
Phone: 800-997-3773
Fax: 626-609-3476

Authorized Repair Facility

KBT, LLC
831 S 176th Street
Burien WA 98148
Phone: 425-577-6226
Email: info@kineticbreaching.com

Doug Hansen Jr

Vice President of Operations

A handwritten signature in black ink that reads 'Doug Hansen'.

Invoicing and Shipping Address:
 Plumas County Sheriff's Office
 1400 E. Main St
 Quincy CA 95971
 United States
 ☎ 5302836375

Plumas County Sheriff's Office, Tom Klundby
 1400 E. Main St
 Quincy CA 95971
 United States

Quotation: S06427

Quotation Date:
 12/11/2025

Expiration:
 01/10/2026

Salesperson:
 Brittany Baeza

DESCRIPTION	ROUTE	QUANTITY	UNIT PRICE	TOTAL
[KIT-ATIKBT3-1000] KBT Breaching Tool Includes: Sling, 2 Cylinders, 100 Rounds, and Case with Foam		1.00 Units	12500.00	\$ 12,500.00
Standard Delivery		1.00 Units	195.00	\$ 195.00

Untaxed Amount	\$ 12,695.00
Taxes	\$ 906.25
Total	\$ 13,601.25

No return will be accepted unless a Return Authorization is issued prior to the goods being returned. If the error which necessitates the return is a result of an AARDVARK error, no restocking fee will be charged. Merchandise may be returned within 15 calendar days after purchase and buyer may be subject to a 25% restocking fee. All returns must be Freight Prepaid and in new sellable condition. Credit for the value of the returned merchandise (less restocking fees and shipping charges) will be made. Defective merchandise is not subject to any restocking fee. Customized orders are non-returnable.

Payment terms: 30 Days



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Joshua Mizrahi, Human Resources Director

MEETING DATE: January 13, 2026

SUBJECT: Adopt **RESOLUTION** to amend Fiscal Year 2025-2026 Plumas County Position Allocation for the County Counsel's Office, Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Recommendation:

Adopt **RESOLUTION** to amend Fiscal Year 2025-2026 Plumas County Position Allocation for the County Counsel's Office, Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

This request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend Plumas County's 2025-2026 Position Allocation, flexibly allocating the current Paralegal I/II/III or Management Analyst position to a Paralegal I/II/III or Management Analyst or Legal Administrative Services Officer.

This change provides promotion opportunities in the County Counsel's office for new or existing staff, and providing a position for internal investigation services for the County.

Action:

Adopt **RESOLUTION** to amend Fiscal Year 2025-2026 Plumas County Position Allocation for the County Counsel's Office, Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

General Fund Impact, as approved in the FY25/26 adopted budget.

Attachments:

1. 7376 Position Allocation FINAL

RESOLUTION NO. 2026 - _____

**APPROVE RESOLUTION TO AMEND FISCAL YEAR 2025-2026 PLUMAS COUNTY
POSITION ALLOCATION FOR THE COUNTY COUNSEL DEPARTMENT, BUDGET UNIT
#20080**

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the Classification Plan covering all positions serving in the County; and

WHEREAS, during the fiscal year needs may arise to amend the Position Allocation; and

WHEREAS, the County Counsel Department is requesting to amend their position allocation to flexibly allocate the current Paralegal I/II/III or Management Analyst position to a Paralegal I/II/III or Management Analyst or Legal Administrative Services Officer; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend Plumas County's 2025-2026 Position Allocation, flexibly allocating the currently allocated Paralegal I/II/III or Management Analyst, to a Paralegal I/II/III, or Management Analyst, or Legal Administrative Services Officer, budget unit #20080.

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

Approve the amendment to Fiscal Year 2025-2026 Position Allocation as follows:

<u>Department #20080</u>	<u>Current FTE</u>
Paralegal I/II/III or Management Analyst	1.0
	<u>Proposed FTE</u>
Paralegal I/II/III or Management Analyst or Legal Administrative Services Officer	1.0

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 13th day of January 2026, by the following vote:

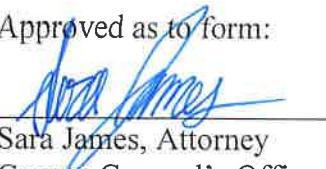
AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ABSTAIN: Supervisors

ATTEST:

MIMI HALL, CHAIR, BOARD OF SUPERVISORS

Approved as to form:

ALLEN HISKEY, CLERK OF THE BOARD


Sara James, Attorney
County Counsel's Office



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Joshua Mizrahi, Human Resources Director

MEETING DATE: January 13, 2026

SUBJECT: Adopt **RESOLUTION** to adopt a new Legal Administrative Services Officer Job Classification for the County Counsel's Office, Base Wage \$36.90/Hour; Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** to adopt a new Legal Administrative Services Officer Job Classification for the County Counsel's Office, Base Wage \$36.90/Hour; Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

This request was brought to the attention of the Human Resources Director, who is now requesting approval of this resolution to adopt a new Legal Administrative Services Officer Job Classification for the County Counsel's Office. This position provides a single management level position to address the dual management and legal needs of the office, while building the County's capacity to manage investigations internally for significant County cost-savings. It also allows the position to serve as a Deputy Clerk of the Board, to provide backup and supportive services as needed.

Action:

Adopt **RESOLUTION** to adopt a new Legal Administrative Services Officer Job Classification for the County Counsel's Office, Base Wage \$36.90/Hour; Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

General Fund Impact, approved in the FY 25/26 budget.

Attachments:

1. 7376 LASO Resolution FINAL

RESOLUTION NO. 2026 - _____

**APPROVE RESOLUTION ADOPTING NEW PLUMAS COUNTY LEGAL ADMINISTRATIVE SERVICES OFFICER JOB CLASSIFICATION IN THE COUNTY COUNSEL DEPARTMENT
BASE WAGE \$36.90/HOUR.**

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Classification Plan, position allocation, and funding revenues; and

WHEREAS, the Human Resources Director has written and attached a new job classification in Exhibit A for the Legal Administrative Services Officer, base wage of \$36.90/hour; and

WHEREAS, it is recommended the position be placed in the Confidential Unit and the county has met the meet and confer obligation.

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

- 1) Approve the new job description for Legal Administrative Services Officer, attached as Exhibit A.
- 2) Approve a base wage of \$36.90/hour.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 13th day of January 2026, by the following vote:

AYES: Supervisors

NOES: Supervisors

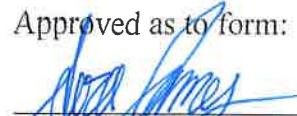
ABSENT: Supervisors

Mimi Hall, Chair
Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board

Approved as to form:



Sara James, Attorney
County Counsel's Office

LEGAL ADMINISTRATIVE SERVICES OFFICER**DEFINITION**

Under general direction of a licensed attorney, plans, develops and manages multiple administrative and fiscal responsibilities within the County Counsel office, including the highest level of paralegal work. Performs complex administrative, budgetary, systems, statistical and other management analyses in support of projects, activities and functions. Provides backup assistance to the Clerk of the Board, and may provide investigation services for certain employment related investigations. Supervises support staff as needed, and completes related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single management level classification that has considerable latitude in exercising independent judgment and decision making in administrative, financial and legal support. A Legal Administrative Services Officer is distinguished from that of a Paralegal, or Management Analyst by the scope and complexity of the duties and responsibilities assigned. Administrative Services Officers in staff support positions perform administrative duties that impact total departmental operations and are responsible for directing daily operations of the County Counsel Office.

REPORTS TO

COUNTY COUNSEL/ ASSISTANT COUNTY COUNSEL

CLASSIFICATIONS DIRECTLY SUPERVISED

May supervise or serve as a lead worker to Legal Assistants, Paralegal I, Paralegal II and other clerical support staff

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:**• Administrative Management:**

- Plans, prioritizes, assigns, supervises and reviews the work of staff involved in the program to which assigned; provides or coordinates staff training. Participates in the selection of staff; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline procedures.
- Assists with developing and administering departmental budgets and program/project budgets.
- Coordinates and monitors assigned operations to ensure compliance with policies, procedures and regulations.
- Perform advanced administrative, fiscal, program and data processing system analysis, gather, tabulate and analyze data; draw organization, workload, and other charts.
- Assists with the administration of the County Counsel's Office by supervising the daily operations and the administrative, financial, and business activities.
- Directs purchasing, collection and/or external claim reimbursement activities.
- Make decisions in financial, personnel, and other administrative systems.
- Responsible for all contract and grant administration.
- Conducts research related to assigned programs; analyzes findings; prepares

recommendations, reports and necessary correspondence; presents reports to appropriate agency, committee, Board and/or County staff.

- Develops, revises and implements office policies and procedures.
- Prepares bid specifications for services and equipment; reviews purchase requisitions and invoices prior to processing; maintains contact with vendors and service providers.
- Assists outside Departments in preparing bid specifications in accordance with the County Purchasing Policy.
- Participates in budget preparation and administration; submits justifications for supplies and equipment; monitors and approves expenditures; prepares fiscal reports and updates.

- **Legal Management:**
 - Under direction of an attorney: drafts motions, petitions and orders brought before the court.
 - Confers with county departments to draft resolutions/ordinances for presentation to Board of Supervisors.
 - Evaluate/answers inquiries concerning routine legal questions, status of pending litigation and matters pertaining to the Board of Supervisor's agenda items.
 - Directs staff in providing, or directly provides, litigation support through activities such as file maintenance, litigation calendars, preparation of notices, subpoenas, depositions summaries and other related documents and/or other written materials, searches, retrieves and/or researches public and private records in accordance with applicable state and federal laws governing access to these records.
 - Determines needs in discovery, and/or completes discovery; participates in decision making strategy sessions in preparing cases for court.
 - Acts as a liaison between the County Counsel's Office and other departments, outside agencies, and the public; researches and relays requested information; exercises confidentiality and discretion in processing sensitive and confidential matters.
 - Performs legal research on an extensive level with little or no direct supervision.
- **Investigation Services:**
 - In conjunction with Human Resources staff, plans, directs, coordinates, and conducts employment related investigations.
 - Assesses grievances/complaints to determine Investigation needs
 - Interviews complainants and witnesses, analyzing and evaluating their statements.
 - Prepares investigative reports under direction of a licensed attorney.
- **Small Claim Advisor:**
 - Manages the Small Claim Court Advisor Program.
 - Provides, or directs support staff to provide, procedural advice to small claims litigants including, but not limited to, explaining procedures, proper jurisdiction, appropriate use of forms and assistance on presenting claim, motions, etc. before the court.
 - Pursues continuing education to stay informed and aware of changing laws, procedures and forms pertaining to small claims.
- **Clerk of the Board Responsibilities:**
 - This position will provide backup services to the Clerk of the Board
 - Provides technical assistance for Board meetings and assists with remote participation.
 - In the absence of the Clerk of the Board, prepares agendas and minutes, and acts as the clerk during Board meetings.
- Performs related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Pertinent federal, state and county laws and regulations.
- Modern office practices and technology, including the use of computers for data and word processing.
- Organization, fiscal and personnel management.
- Principles of supervision, training and performance evaluation. Research methods, techniques and procedures.
- Principles and/or methods of public and/or business administration. Budgeting procedures and techniques.
- Principles and procedures of fiscal and statistical record-keeping. Business letter writing and report preparation.
- English usage, spelling, grammar and punctuation. Basic mathematical principles.
- Ability to understand and utilize the County's agenda software.
- Principles and/or methods of investigation.

Ability to:

- Learn, understand and interpret pertinent federal, state and local laws, codes and regulations.
- Learn the operation, policies and procedures of the department.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Developing, implementing and administering complex County administrative and financial programs and meeting critical deadlines.
- Supervise, train and evaluate the work of staff. Prepare and administer a budget.
- Establish and maintain cooperative working relationships with those contacted during work.
- Analyze administrative, budgetary, operational and organizational problems, evaluate alternatives and reach sound conclusions.
- Communicate clearly and concisely, both orally and in writing. Maintain records and prepare required reports.
- Conduct investigations into personnel matters.
- Obtain an investigation certification.
- Maintain confidentiality as required.

TYPICAL PHYSICAL REQUIREMENTS

- Sit for extended periods; frequently stand and walk; normal manual dexterity and eye hand coordination; repetitive use of hands; bending and twisting waist and of neck, continuous upward and downward flexion of the neck, squatting, simple grasping, reaching above and below shoulder level and carrying files weighing up to 10 pounds; 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 in an office; occasionally works outside; continuous contact with staff and the public.

MINIMUM QUALIFICATIONS:

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

Experience:

Four years of experience, two of which must include legal research and assisting in drafting pleadings and legal correspondence and processing court documents, and two years of responsible program development and administrative experience, preferably in local government.

Training:

A Paralegal Certificate from an accredited university, college or other educational institution, or an Associate's Degree in a related field, such as public administration.

Training in investigations in compliance with the Civil Rights Department Guidelines.

SPECIAL REQUIREMENTS

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
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Joshua Mizrahi, Human Resources Director

MEETING DATE: January 13, 2026

SUBJECT: Approval of a Side Letter to the Memorandum of Understating (MOU) between the County of Plumas and Confidential Employee's Association for the term of January 1, 2025 — December 31, 2026; approved by Human Resources Director and Negotiator Sara James; discussion and possible action.

Recommendation:

Approval of a Side Letter to the Memorandum of Understating (MOU) between the County of Plumas and Confidential Employee's Association for the term of January 1, 2025 — December 31, 2026; approved by Human Resources Director and Negotiator Sara James; discussion and possible action.

Background and Discussion:

The County of Plumas ("County") and the negotiation team for the Confidential Employee's Association met to review and amend Appendix A of the Confidential Employee's Association Memorandum of Understanding ("MOU") for the term of July 1, 2025, to December 31, 2026. As a result of this negotiation, the Parties agree to amend the MOU to include the following positions, Help Desk Specialist, Legal Administrative Services Officer, and Fiscal & Technical Services Assistant I/II/III.

The Help Desk Specialist position was approved and placed in the Confidential Unit via resolution 2025-8986 on January 21, 2025, and the amendment including the Help Desk Specialist is retroactive to the date of ratification of the MOU.

The Legal Administrative Services Officer and the Fiscal & Technical Service Assistant I/II/III positions are new positions, and will be effective as of the date of signature by the Plumas County Board of Supervisors.

The amended Appendix A attached hereto will replace the existing Appendix A of the MOU for the term of January 1, 2025, to December 31, 2026. This side letter constitutes the Parties' entire agreement. All other provisions of the MOU shall remain valid and unchanged.

Action:

Approval of a Side Letter to the Memorandum of Understating (MOU) between the County of Plumas and Confidential Employee's Association for the term of January 1, 2025 — December 31, 2026; approved by Human Resources Director and Negotiator Sara James; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Side Letter Confidential MOU 1-2026 - signed
2. Appendix - Side Letter

Side Letter to the Memorandum of Understanding

Between the County of Plumas and

Confidential Employee's Association

For the Term of January 1, 2025 – December 31, 2026

The County of Plumas (“County”) and the negotiations team for the Confidential Employee’s Association met to review and amend Appendix A of the Confidential Employee’s Association Memorandum of Understanding (“MOU”) for the term of July 1, 2025, to December 31, 2026. As a result of this negotiation, the Parties agree to amend the MOU to include the following positions, Help Desk Specialist, Legal Administrative Services Officer, and Fiscal & Technical Services Assistant I/II/III.

The Help Desk Specialist position was approved and placed in the Confidential Unit via resolution 2025-8986 on January 21, 2025, and the amendment including the Help Desk Specialist is retroactive to the date of ratification of the MOU.

The Legal Administrative Services Officer and the Fiscal & Technical Service Assistant I/II/III positions are new positions, and will be effective as of the date of signature by the Plumas County Board of Supervisors.

The amended Appendix A attached hereto will replace the existing Appendix A of the MOU for the term of January 1, 2025, to December 31, 2026. This side letter constitutes the Parties’ entire agreement. All other provisions of the MOU shall remain valid and unchanged.

For the County:

Joshua Mizrahi

Joshua Mizrahi, Human Resources Director

30/12/2025

Date

For Confidential Employee’s Association:

Sara James

Sara James, Negotiator

30/12/2025

Date

Side Letter Confidential MOU 1-2026

Final Audit Report

2025-12-30

Created:	2025-12-30
By:	Joshua Mizrahi (joshuamizrahi@countyofplumas.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAsNaZRG5dV_0EeVEq12Fj5gNj6ukGWjd_

"Side Letter Confidential MOU 1-2026" History

-  Document created by Joshua Mizrahi (joshuamizrahi@countyofplumas.com)
2025-12-30 - 7:53:38 PM GMT
-  Document emailed to Sara James (sarajames@countyofplumas.com) for signature
2025-12-30 - 7:53:41 PM GMT
-  Document emailed to Joshua Mizrahi (joshuamizrahi@countyofplumas.com) for signature
2025-12-30 - 7:53:41 PM GMT
-  Email viewed by Joshua Mizrahi (joshuamizrahi@countyofplumas.com)
2025-12-30 - 7:54:16 PM GMT
-  Document e-signed by Joshua Mizrahi (joshuamizrahi@countyofplumas.com)
Signature Date: 2025-12-30 - 7:54:30 PM GMT - Time Source: server
-  Email viewed by Sara James (sarajames@countyofplumas.com)
2025-12-30 - 7:57:16 PM GMT
-  Document e-signed by Sara James (sarajames@countyofplumas.com)
Signature Date: 2025-12-30 - 7:58:26 PM GMT - Time Source: server
-  Agreement completed.
2025-12-30 - 7:58:26 PM GMT



Adobe Acrobat Sign

Confidential Employees Association

JOB CLASSIFICATION

ACCOUNTANT CONFIDENTIAL
ACCOUNTANT AUDITOR I
ACCOUNTANT AUDITOR II
ASSISTANT AUDITOR-CONTROLLER
ASSISTANT COUNTY COUNSEL
ASSISTANT RISK MANAGER/OCCUPATIONAL SAFETY & HEALTH SPECIALIST
CHIEF DEPUTY AUDITOR
CLERK OF THE BOARD
DEPUTY CLERK OF THE BOARD
DEPUTY COUNTY COUNSEL I
DEPUTY COUNTY COUNSEL II
DEPUTY COUNTY COUNSEL III
EXECUTIVE ASSISTANT
FISCAL & TECHNICAL SERVICES ASSISTANT I
FISCAL & TECHNICAL SERVICES ASSISTANT II
FISCAL & TECHNICAL SERVICES ASSISTANT III
HELP DESK SPECIALIST
HR PAYROLL SPECIALIST I
HR PAYROLL SPECIALIST II
HUMAN RESOURCES ANALYST 1
HUMAN RESOURCES ANALYST 2
HUMAN RESOURCES TECH. I
HUMAN RESOURCES TECH. II
HUMAN RESOURCES TECH. III
LEAD FISCAL & TECHNICAL SERVICES ASSISTANT
LEGAL ADMINISTRATIVE SERVICES OFFICER
MANAGEMENT ANALYST I
MANAGEMENT ANALYST II
NETWORK/EDR ADMINISTRATOR
OFFICE OF EMERGENCY SERVICES-OES MANAGER
PARALEGAL I
PARALEGAL II

PARALEGAL III
PAYROLL SPECIALIST I
PAYROLL SPECIALIST II
SAAS SYSTEMS ADMINISTRATOR
SYSTEMS ANALYST I
SYSTEMS ANALYST II

| PAYROLL SPECIALIST I |
| PAYROLL SPECIALIST II |
| SAAS SYSTEMS ADMINISTRATOR |
| SYSTEMS ANALYST I |
| SYSTEMS ANALYST II |

Confidential Employees Association
Memorandum of Understanding – Side Letter
January 1, 2025 to December 23, 2026

Page 2



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Martee Nieman, Auditor-Controller

MEETING DATE: January 13, 2026

SUBJECT: Approve and authorize the Auditor-Controller to recruit and fill, funded and allocated, vacant 1 FTE Fiscal and Technical Services Assistant I, II, III; (General Fund Impact) as approved in FY25/26 adopted budget; discussion and possible action.

Recommendation:

Approve and authorize the Auditor-Controller to recruit and fill, funded and allocated, vacant 1 FTE Fiscal and Technical Services Assistant I, II, III; (General Fund Impact) as approved in FY25/26 adopted budget; discussion and possible action.

Background and Discussion:

Approve and authorize the Auditor-Controller to recruit and fill, funded and allocated, vacant 1 FTE Fiscal and Technical Services Assistant I, II, III; (General Fund Impact) as approved in FY25/26 adopted budget; discussion and possible action.

Action:

Approve and authorize the Auditor-Controller to recruit and fill, funded and allocated, vacant 1 FTE Fiscal and Technical Services Assistant I, II, III; (General Fund Impact) as approved in FY25/26 adopted budget; discussion and possible action.

Fiscal Impact:

General Fund Impact, as approved in the FY 25/26 adopted budget.

Attachments:

1. CRITICAL STAFFING Fiscal and Technical Assistant I II III 122026 (1)
2. fiscal and technical services assisstant
3. Auditor Org Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
 - The position is funded and allocated for the 2025-2026 fiscal year.
- Why is it critical that this position be filled at this time?
 - There are only 5 permanent positions, including the Auditor Controller, within the department. The Auditors' office relies on Extra Help to run day-to-day operations.
- How long has the position been vacant?
 - October 27,2025.
- Can the department use other wages until the next budget cycle?
 - The position is funded and allocated.
- What are staffing levels in other counties for similar departments and/or positions?
 - Over 8 to 18 staff members.
- What core function will be impacted without filling the position prior to July 1?
 - Daily processing, accounts payable and receivable.
 -
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

The impact will be critical if not filled. The non-general fund department head needs to be satisfied 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 on other County departments?

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

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
 - No

FISCAL AND TECHNICAL SERVICES ASSISTANT I

DEFINITION

Under general supervision, to perform a variety of account, statistical, and specialized technical recordkeeping work in connection with the maintenance of assessment roll, financial, library, public works, social services, solid waste, tax, treasury, or other records; to review specialized documents for sufficiency and accuracy, assisting the public or other County staff with application and specialized Department procedures; to learn and provide a variety of information about Department policies and procedures; to perform a variety of technical and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first working level in the Fiscal and Technical Services Assistant class series. Incumbents learn and perform a variety of financial, statistical, assessment roll, library, public works, social services, solid waste, tax, treasurer, or other specialized recordkeeping work requiring substantial work background and experience in the area of assignment. They may also be assigned to provide specialized and technical public assistance. Incumbents in this class are expected to have substantial general office support and public assistance experience and be capable of quickly learning a specialized and technical support area. When sufficient knowledge has been demonstrated and experience requirements are met they may expect promotion to Fiscal and Technical Services Assistant II. Assignments are similar to those of a Fiscal and Technical Services Assistant II, however, employees work with less independence and closer supervision than a Fiscal and Technical Services Assistant II.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

FISCAL AND TECHNICAL SERVICES ASSISTANT I - 2

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Provides specialized public assistance regarding assessment roll information, County taxes, library, public works, social services, solid waste, or fiscal records.
- Establishes and maintains computer database information.
- Learns and keeps a variety of financial, statistical, or other specialized records.
- Posts information to assessment roll, fiscal, library, solid waste, treasurer, or tax records.
- Verifies purchase orders.
- Assists with the maintenance of work and time records.
- May compute and prepare bills for services and/or taxes.
- Receives monies and maintains receipt records.
- Balances cash received and prepares deposits.
- Keeps subsidiary ledgers.
- Assists with the preparation of financial, statistical, or other special reports.
- Assists with the compilation of budget information.
- May process a variety of claims.
- Prepares warrants.
- May process and maintain information on supplemental tax refunds, public defender payments, or jury payments.
- Prepares and balances daily bank account records.
- Maintains proper documentation for investment portfolios, including receiving, verifying, and depositing interest earnings.
- Prepares and distributes forms and processes payments for the transient occupancy tax.
- Processes improvement bond payments and maintains communication with bondholders.
- Processes and validates payment of County warrants.
- Receives deposits from County departments, maintains records, and issues receipts.
- May process audio and video cassettes for the library collection.
- May provide a variety of assistance with library functions, including the circulation desk.
- May perform on-site inspections of residential and commercial property for the purpose of solid waste assessments.
- May review maps, legal descriptions, and other data for changes in land use.
- Evaluates a variety of information and data for accuracy, compliance, and completeness.
- Performs a variety of office assistance assignments.
- Provides information to others.
- Operates office equipment and computers.

FISCAL AND TECHNICAL SERVICES ASSISTANT I - 3

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; some positions may also have outdoor assignments; contact with staff and the public.

KNOWLEDGE OF

- General knowledge of financial, statistical, library, public works, social services, solid waste, tax, assessment roll, or other specialized recordkeeping.
- Account and fiscal recordkeeping.
- Modern office methods, practices, and procedures.
- Correct English usage, spelling, grammar, and punctuation.
- Mathematics.

ABILITY TO

- Learn and perform a variety of specialized financial, statistical, tax collector, library, public works, social services, solid waste, treasurer, assessment roll, or other specialized recordkeeping assignments.
- Provide technical support for an assigned area of County government.
- Interpret and apply the policies and procedures of the Department and work unit where assigned.
- Assist with the preparation of financial statements or other specialized reports.
- Read and interpret maps or other special documents.
- Make mathematical calculations quickly and accurately.
- Operate a computer and appropriate software, including database information.
- Follow oral and written directions.
- Maintain good public relations.
- Tactfully and courteously provide a variety of public assistance with tax collection activities, treasury functions, Assessor operations, Auditor/Controller activities, the County Library, Public Works, Social Services, Solid Waste Planning, or other assigned area.

- Establish and maintain cooperative working relationships.

FISCAL AND TECHNICAL SERVICES ASSISTANT 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:

Two (2) years of experience in performing general office support and public assistance work similar to Office Assistant II with Plumas County.

SPECIAL REQUIREMENTS:

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

FISCAL AND TECHNICAL SERVICES ASSISTANT II

DEFINITION

Under general supervision, to perform a variety of account, statistical, and specialized technical recordkeeping work in connection with the maintenance of assessment roll, financial, library, public works, social services, solid waste, tax, treasury, or other records; to review specialized documents for sufficiency and accuracy, assisting the public or other County staff with application and specialized Department procedures; to provide a variety of information about Department policies and procedures; to perform a variety of technical and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the second working level in the Fiscal and Technical Services Assistant class series. Incumbents have responsibility for performing a variety of financial, statistical, assessment roll, library, public works, social services, solid waste, tax, treasurer, or other specialized recordkeeping work requiring substantial work background and experience in the area of assignment. They may also be assigned to assist with specialized and technical public assistance. Assignments are similar to those of a Fiscal and Technical Services Assistant I, however employees work with greater independence and initiative. Responsibilities include serving as a source of in-depth information for a work assignment area and the public.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Provides specialized public assistance regarding assessment roll information, County taxes, library, public works, social services, solid waste, or fiscal records.
- Establishes and maintains computer database information.
- Keeps a variety of financial, statistical, or other specialized records.
- Posts information to assessment roll, fiscal, library, solid waste, treasurer, or tax records
- Verifies purchase orders.
- Assists with the maintenance of work and time records.
- May compute and prepare bills for services and/or taxes.
- Receives monies and maintains receipt records.
- Balances cash received and prepares deposits.
- Keeps subsidiary ledgers.
- Assists with the preparation of financial, statistical, or other special reports.
- Assists with the compilation of budget information.
- May process a variety of claims.
- Prepares warrants.
- May process and maintain information on supplemental tax refunds, public defender payments, or jury payments.
- Prepares and balances daily bank account records.
- Maintains proper documentation for investment portfolios, including receiving, verifying, and depositing interest earnings.
- Prepares and distributes forms and processes payments for the transient occupancy tax
- Processes improvement bond payments and maintains communication with bondholders.
- Processes and validates payment of County warrants.
- Receives deposits from County departments, maintains records, and issues receipts.
- May process audio and video cassettes for the library collection.
- May provide a variety of library assistance with library functions, including the circulation desk.
- May perform on-site inspections of residential and commercial property for the purpose of solid waste assessments.
- May review maps, legal descriptions, and other data for changes in land use.
- Evaluates a variety of information and data for accuracy, compliance, and completeness
- Performs a variety of office assistance assignments.
- Provides information to others.
- Operates office equipment and computers.

FISCAL AND TECHNICAL SERVICES ASSISTANT II - 3

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; some positions may also have outdoor assignments; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods, practices, and procedures of financial, statistical, tax, library, public works, social services, solid waste, assessment roll, or other specialized recordkeeping.
- Policies, laws, rules, and regulations applicable to a special assignment area such as County Auditor's office functions, County tax collection, treasurer functions, library operations, public works, social services, solid waste assessments, Assessor's, or other specialized records.
- Policies and procedures of the work area where assigned.
- Modern office methods, practices, and procedures.
- Correct English usage, spelling, grammar, and punctuation.
- Mathematics.

Ability to:

- Perform a variety of specialized financial, statistical, library, public works, social services, solid waste, tax collector, treasurer, assessment roll, or other specialized recordkeeping assignments.
- Provide technical support for an assigned area of County government.
- Interpret and apply the policies and procedures of the Department and work unit where assigned.
- Assist with the preparation of financial statements or other specialized reports.
- Read and interpret maps or other special documents.
- Make mathematical calculations quickly and accurately.
- Operate a computer and appropriate software, including database information.
- Follow oral and written directions.
- Maintain good public relations.
- Tactfully and courteously provide a variety of public assistance with tax collection activities, treasury functions, Assessor operations, Auditor/Controller activities, the

County Library, Public Works, Social Services, Solid Waste Planning, or other assigned areas.

- Establish and maintain cooperative working relationships.

FISCAL AND TECHNICAL SERVICES ASSISTANT 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:

One (1) year of experience in performing specialized financial, statistical, library, public works, social services, solid waste, treasurer, tax collection, or assessment roll recordkeeping, technical support, and public assistance work comparable to that of an Fiscal and Technical Services Assistant I with Plumas County.

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

FISCAL AND TECHNICAL SERVICES ASSISTANT III

DEFINITION

Under general supervision, to have assigned responsibility for a specialized area of account, statistical, or technical record keeping work in connection with the maintenance of assessment roll, financial, public works, social services, solid waste, tax, treasury or other records; to specialize documents for sufficiency and accuracy, assisting the public or other County staff with application and specialized Department procedures; to provide a variety of information about Department policies and procedures; to provide lead supervision and work direction for other staff; to perform a variety of technical and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the highest working level and/or lead supervision level in the Fiscal and Technical Services Assistant class series. Incumbents have responsibility for performing a variety of the most advanced and complex financial, statistical, assessment roll, public works, social services, solid waste, tax, treasurer, or other specialized recordkeeping work requiring substantial work background and experience in the area of assignment. They are also required to provide specialized and technical public assistance. They may be assigned lead supervision and/or work coordination responsibilities for other staff. This class is distinguished from Fiscal and Technical Services Assistant II by the performance of more complex assignments and/or the assignment of lead responsibilities.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide lead direction and work coordination for other staff.

FISCAL AND TECHNICAL SERVICES ASSISTANT III - 2

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Provides specialized public assistance regarding assessment roll information, County taxes, public works, social services, solid waste, or fiscal records.
- Performs a variety of the most complex and technical assignments in assessment roll, public works, social services, solid waste, tax collection, treasurer, or fiscal and statistical recordkeeping and support work.
- Establishes and maintains computer database information.
- Keeps a variety of financial, statistical, or other specialized records.
- Posts information to assessment roll, fiscal, solid waste, treasury, or tax records.
- Verifies purchase orders.
- Assists with the maintenance of work and time records.
- May compute and prepare bills for services and/or taxes.
- Receives monies and maintains receipt records.
- Balances cash received and prepares deposits.
- Keeps subsidiary ledgers.
- Prepares financial, statistical, or other special reports.
- Compiles budget information.
- May process a variety of claims.
- Prepares warrants.
- May process and maintain information on supplemental tax refunds, public defender payments, or jury payments.
- Prepares and balances daily bank account records.
- Maintains proper documentation for investment portfolios, including receiving, verifying, and depositing interest earnings.
- Prepares and distributes forms and processes payments for the transient occupancy tax
- Processes improvement bond payments and maintains communication with bondholders.
- Processes and validates payment of County warrants.
- Receives deposits from County departments, maintains records, and issues receipts.
- May assist with safeguarding money in the County Treasury.
- May perform on-site inspections of residential and commercial property for the purpose of solid waste assessments.
- May review maps, legal descriptions, and other data for changes in land use.
- May serve as "Chief Deputy Registrar" with responsibility for the vital statistics function in the Public Health Department.
- Evaluates a variety of information and data for accuracy, compliance, and completeness
- Performs a variety of office assistance assignments.
- Provides information to others.
- May provide lead direction and work coordination for other staff.
- Operates office equipment and computers.

FISCAL AND TECHNICAL SERVICES ASSISTANT III - 3

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; some positions may also have outdoor assignments; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods, practices, and procedures of financial, statistical, public works, social services, solid waste, tax, assessment roll or other specialized recordkeeping.
- Policies, laws, rules, and regulations applicable to a special assignment area such as County Auditor's office functions, County tax collection, public works, social services, solid waste assessments, treasurer functions, Assessor's, or other specialized records.
- Policies and procedures of the work area where assigned.
- Modern office methods, practices, and procedures.
- Correct English usage, spelling, grammar, and punctuation.
- Mathematics.
- Principles of lead direction and work coordination.

Ability to:

- Perform a variety of the most complex specialized financial, statistical, tax collector, public works, social services, solid waste, treasurer, assessment roll, or other specialized recordkeeping assignments.
- Provide lead supervision and work coordination for other staff.
- Provide technical support for an assigned area of County government.
- Interpret and apply the policies and procedures of the Department and work unit where assigned.
- Assist with the preparation of financial statements or other specialized reports.
- Read and interpret maps or other special documents.
- Make mathematical calculations quickly and accurately.
- Operate a computer and appropriate software, including database information.
- Follow oral and written directions.
- Maintain good public relations.
- Tactfully and courteously provide a variety of public assistance with tax collection activities, treasury functions, Assessor operations, Auditor/Controller activities, Public Works, Social Services, Solid Waste Planning, or other assigned areas.
- Establish and maintain cooperative working relationships.

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:

Two (2) years of experience in performing specialized financial, statistical, public works, social services, solid waste, treasurer, tax collection, or assessment roll recordkeeping, technical support, and public assistance work comparable to that of an Fiscal and Technical Services Assistant II with Plumas County.

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

