

## **BOARD OF SUPERVISORS**

Michael Sanchez, 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Lori Simpson, Chair 4<sup>th</sup> District

Jeff Engel, Vice Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF SEPTEMBER 5, 2017 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

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

#### **A) SOCIAL SERVICES**

- 1) Approve and authorize the Director of Social Services to sign a contract, not to exceed \$8,500, between County of Plumas and West Coast Children's Clinic for training and for other supportive services connected to the Department's implementation of a response system to Commercial Sexual Exploitation of Children; approved as to form by County Counsel
- 2) Approve and authorize the Director of Social Services to sign an Interagency Memorandum of Understanding with the Northern Rural Training and Employment Consortium (NORTEC) committing to a resource sharing structure to support integrated service delivery to mutual customers

#### **B) CLERK OF THE BOARD**

Approve Board minutes for August 2017

#### **C) DISTRICT ATTORNEY**

Authorize the District Attorney to recruit and fill vacant, funded and allocated 1.0 FTE Legal Services Assistant I/II, created by resignation

#### **D) PROBATION**

Approve and authorize the Chief Probation Officer to sign contract between County of Plumas and Lassen County Juvenile Detention Facility for the detention of Plumas County juvenile offenders; approved as to form by County Counsel

**E) BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign amendment to contract, not to exceed \$50,000, between County of Plumas and Sierra Vista Hospital to provide patient recovery services to Plumas County; approved as to form by County Counsel
- 2) Approve and authorize the Behavioral Health Director to sign Memorandum of Understanding between County of Plumas and Plumas County Public Health Agency, not to exceed \$82,277, for Substance Abuse Prevention and Friday Night Live Program; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign contract, not to exceed \$50,000, between County of Plumas and Heritage Oaks Hospital for treatment facility to cover inpatient and outpatient psychiatric and mental health disorders; approved as to form by County Counsel
- 4) Approve and authorize the Behavioral Health Director to sign contract, not to exceed \$82,938, between County of Plumas and Plumas Rural Services for support of the Transitional Sober Living Facilities; approved as to form by County Counsel
- 5) Approve and authorize the Chair to sign contract, not to exceed \$7,000, between County of Plumas and Liz Santiago for training for the development of assessments, diagnosis, treatment plans and progress notes; approved as to form by County Counsel
- 6) Approve and authorize the Behavioral Health Director to sign contract, not to exceed \$50,000, between County of Plumas and Progress House for treatment facility to cover detox, residential, transitional and outpatient services; approved as to form by County Counsel
- 7) Approve and authorize the Chair to sign first amendment to contract, not to exceed \$80,000, between County of Plumas and Kings View Corporation adding Exhibit "F" for computer purchases; approved as to form by County Counsel
- 8) Authorize Behavioral Health to recruit and fill vacant, funded and allocated 1.0 FTE Behavioral Health Case Management Specialist I/II/Senior and 2.0 FTE Behavioral Health Therapist I/II/Senior positions

**F) PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Chair to sign Agreement Amendment Numbers MAA2017OPTIMAS-A1, not to exceed \$269,600, and MAA2017OPTIMAS-AH-A1 in the amount of \$42,000 with Optimas Services, Inc., for activities of Administrative Hub Roles and Responsibilities for a Random Moment Survey software system and LGA Consultant for the Medi-Cal Administrative Activities (MAA) Program; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement #MAA1718PCIRC, not to exceed \$19,800, with Plumas Crisis Intervention & Resource Center to provide various services to Public Health related to the Medi-Cal Administrative Activities (MAA) Program; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign Agreement Amendment MAA1415CODING-A3 (\$42,000) with Fairbanks, LLC., to provide a Random Moment Survey software system and coding services for the Medi-Cal Administrative Activities (MAA) Program for Fiscal Year 2017-2018; approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign Agreement Amendment Number MAA1415PCG-A3, not to exceed \$300,000, with Public Consulting Group, Inc., (PCG) to provide Random Moment Survey software system for the School Medi-Cal Administrative Activities Program (SMAA); approved as to form by County Counsel
- 5) Approve and authorize the Chair to sign multi-year Agreement Number TURP17217HAUN with Sue Haun, not to exceed \$74,052, for evaluation activities related to the Tobacco Use Reduction and Prevention Program; approved as to form by County Counsel
- 6) Approve and authorize the Chair to sign Agreement #PCPHA1718MS, not to exceed \$77,400, with Dr. Mark Satterfield to act as the County Health Officer/Medical Director from July 1, 2017 through June 30, 2018; approved as to form by County Counsel

- 7) Approve submission of the California Children's Services and Child Health and Disability Prevention Plans for FY 2017-2018, and authorize the Chair to sign the Certification Statements for the California Children's Services and Child Health and Disability Prevention Programs; approved as to form by County Counsel
- 8) Approve Agreements between Plumas County Public Health Agency (PCPHA) and Chico Research Foundation to provide Nutrition Services (IIIB-042-18, \$30,000 and Transportation Services (IIC-045-08, \$156,664) to the senior citizens of Plumas County for FY 2017-2018, and authorize the Director of Public Health to sign as the Board's designee; approved as to form by County Counsel
- 9) Adopt **RESOLUTION** to accept and authorize the Director of Public Health or Designee to execute Grant Agreement Number 16-11015 from the California Department of Public Health for implementing the project, "Naloxone Distribution"; approved as to form by County Counsel

**G) FACILITY SERVICES/AIRPORTS**

- 1) Approve and authorize the Director of Facility Services to sign Contract between County of Plumas and Jason Blust dba Heat Transfer Systems, not to exceed \$80,995, for new heating and air conditioning units at Portola Memorial Hall; approved as to form by County Counsel
- 2) Approve and authorize the Director of Facility Services to sign Contract between County of Plumas and Smith Power Productions, not to exceed \$22,000, for emergency generator maintenance services; approved as to form by County Counsel
- 3) Approve and authorize the Director of Facility Services to sign Contract between County of Plumas and John Lund dba KJ's Cleaning Service, not to exceed \$18,690, for custodial services (Greenville Townhall, Greenville Library, and Greenville Substation); approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign Contract between County of Plumas and James Lausen dba Awesome Lausen Janitorial, not to exceed \$31,200, for custodial services (Fairgrounds Admin and Facility Services building); approved as to form by County Counsel
- 5) Approve and authorize the Chair to sign Addendum No. 4 between County of Plumas and Tim Ringo, dba Bob's Janitorial Service for custodial services (Quincy Courthouse); approved as to form by County Counsel
- 6) Approve and authorize the Chair to sign Contract between County of Plumas and Mark Miller dba Miller Cleaning Services, not to exceed \$53,400, for custodial services (Courthouse Annex); approved as to form by County Counsel
- 7) Approve and authorize the Chair to sign Addendum No. 3 between County of Plumas and Tim Ringo, dba Bob's Janitorial Service for custodial services (Quincy Library and Museum); approved as to form by County Counsel
- 8) Approve and authorize the Chair to sign Addendum No. 3 between County of Plumas and Tim Ringo, dba Bob's Janitorial Service for custodial services (Permit Center); approved as to form by County Counsel
- 9) Approve and authorize the Chair to sign Addendum No. 1 of \$10,080 between County of Plumas and Mark Miller dba Miller Cleaning Services for custodial services (Chester Complex); approved as to form by County Counsel
- 10) Approve and authorize the Director of Facility Services to sign Agreement, not to exceed \$55,575.88, between County of Plumas and Allied Modular Building Systems for partition wall sections in the Social Services Department; approved as to form by County Counsel

**H) PROBATION**

Approve and authorize the Chief Probation Officer to sign contract between County of Plumas and Noble Software, LLC, not to exceed \$11,560, for assessing probationers for their possibility of recidivism; approved as to form by County Counsel

**I) HUMAN RESOURCES**

Adopt **RESOLUTION** Electing to be Subject to the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants with Respect to a Recognized Employee Organization (Probation Unit)

**J) PUBLIC WORKS**

- 1) Authorize Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Public Works Maintenance Worker I/II, Beckwourth District, created by resignation
- 2) Designate the Department of Public Works as the lead department to coordinate and conduct meetings of the "Development Review Committee"

**SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

**Convene as the Flood Control & Water Conservation District Governing Board**

**2. FLOOD CONTROL & WATER CONSERVATION DISTRICT** – Randy Wilson

Approve FY 2016-2017 supplemental budget of \$63,042 for Prop. 50 Grant; **four/fifths required roll call vote**

**Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Beckwourth County Service Area Governing Board**

**3. BECKWOURTH COUNTY SERVICE AREA** – Robert Perreault

Authorize a request to the County of Plumas to borrow up to \$26,000 from the General Fund to Fund 0206, to be repaid with interest at the Plumas County pooled funds rate; and authorize the Manager to request the loan, and sign any documents necessary on behalf of the CSA to evidence the loan and receive the loan proceeds; **four/fifths required roll call vote**

**Adjourn as the Beckwourth County Service Area Governing Board and reconvene as the Board of Supervisors**

**4. DEPARTMENTAL MATTERS**

**A) ENGINEERING** – Robert Perreault

Approve a loan from the General Fund to the Beckwourth County Services Area for up to \$26,000 to be repaid with interest at the Plumas County pooled funds rate; and authorize the Manager to request the loan, and sign any documents necessary on behalf of the CSA to evidence the loan and receive the loan proceeds; **four/fifths required roll call vote**

**B) COORDINATING COUNCIL** – Robert Perreault

Report by the Plumas County Coordinating Council Subcommittee on enhancing U.S. Forest Service attendance/participation; discussion and possible action

C) **SHERIFF** – Greg Hagwood

- 1) Presentation of award to Dale Knutsen of Lake Almanor in recognition of over 20 years of voluntary service to the citizens of Plumas County specifically in the areas of emergency preparedness and firewise education
- 2) Adopt **RESOLUTION** to authorize the Sheriff to administer a grant of \$20,000 for Communications Based Equipment provided by PG&E. **Roll call vote**
- 3) Adopt **RESOLUTION** authorizing the Sheriff to sign and administer the 2017 Emergency Management Performance Grant of \$129,058. **Roll call vote**
- 4) Approve and authorize the Sheriff to sign service agreement between County of Plumas and Emergency Communications Network, LLC/Onsolve, LLC; authorize the Sheriff to sign all future service agreements with Emergency Communications Network, LLC/Onsolve, LLC for up to \$3,000; and authorize the Auditor/Controller to pay invoice dated June 20, 2017 from Onsolve, LLC of \$2,000; not approved as to form by County Counsel; discussion and possible action
- 5) Authorize the Sheriff to pay invoice of \$1,782.45 to the U.S. Forest Service PG&E for the Claremont Peak Communication Site; and authorize the Sheriff to pay subsequent invoice statements until site is transferred to Plumas County by Special Use Permit; discussion and possible action

D) **RISK MANAGEMENT** – Roberta Allen

Adopt **RESOLUTION** regarding Industrial Disability Retirement for Dwight Cline, Sheriff's Special Operations Sergeant (Government Code 21156). **Roll call vote**

E) **FARM ADVISOR** - David Lile

- 1) Plumas-Sierra Cooperative Extension Program update
- 2) Approve and authorize the Chair to sign Amendment No. 3 (Y14-2441) to Agreement between County of Plumas and The Regents of the University of California regarding Compensation and Term

F) **PROBATION** - Erin Metcalf

Adopt Community Corrections Partnership (CCP) Public Safety Realignment Budget for FY 2017-2018, totaling \$980,190.89, as submitted and recommended, or reject by required four/fifths roll call vote; discussion and possible action

G) **PLANNING/CANNABIS WORKING GROUP** – Randy Wilson

Cannabis Ordinance Development Update; discussion and possible action

5. **BOARD OF SUPERVISORS**

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

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

**6. BOARD OF SUPERVISORS**

- A. Report and update by Susan Scarlett, Budget Consultant on the FY 2017-2018 Budget; discussion and possible action regarding various county departments and programs
- B. Continue discussion regarding salaries of Plumas County Elected Officials; discussion and possible action
- C. **PUBLIC HEARING:** The Plumas County Board of Supervisors will open its hearing on the FY 2017-2018 County Budget

**7. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Information Systems Manager
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 (Workers Compensation Case No. TIBP-550074)
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, September 12, 2017, Board of Supervisors Room 308, Courthouse, Quincy, California.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368

DATE: AUGUST 17, 2017

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES

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

SUBJ: APPROVAL AND AUTHORIZATION TO SIGN A CONTRACT BETWEEN THE  
DEPARTMENT OF SOCIAL SERVICES AND WEST COAST CHILDREN'S  
CLINIC FOR TRAINING SERVICES

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

Approve and authorize the Director of the Department of Social Services to sign a contract with the West Coast Children's Clinic for training and for other supportive services connected to the Department's implementation of a response system to Commercial Sexual Exploitation of Children (CSEC).

### **Background and Discussion**

The Department of Social Services has been working toward development of a multi-agency response system to provide services to children who have been victimized by commercial sexual exploitation. A multi-agency response system would include members from the criminal justice system (the District Attorney and law enforcement), Probation and community based entities (such as those that could provide temporary housing or shelter to children who've been victims).

The WestCoast Children's Clinic provides support to counties that are developing a response system by providing training and other support services. The matter before your Board is to approve a contract to provide such services to Plumas County.

### **Financial Impact**

The contract is for a total of \$8,500. The contract is funded in the Department's proposed 2017-2018 budget request. There is no impact to the County General Fund.

### **Other Agency Involvement**

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

Copy: DSS Managers (memo only)  
Brianna Martin, Staff Services Analyst

Enclosure

## **Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and WestCoast Children's Clinic, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The maximum compensation available during the term of this Agreement is Eight Thousand Five Hundred dollars (\$8,500.00).
3. Term. The term of this Agreement shall be from March 1, 2017 through February 28, 2018, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and

approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

WestCoast Children's Clinic, Inc.  
Attn: Stacey A. Katz, Executive Director  
3301 E. 12<sup>th</sup> Street, Suite 259  
Oakland, CA 94601

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.  
**NOTE: Only for contracts in excess of \$10,000.]**

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

**CONTRACTOR:**

WestCoast Children's Clinic, a California Corporation

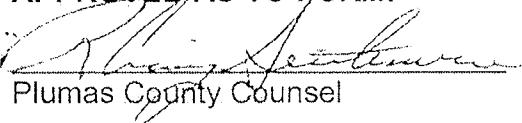
By: \_\_\_\_\_  
Name: Stacey A. Katz  
Title: Executive Director  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Elliott Smart  
Title: Director  
Date signed:

**APPROVED AS TO FORM:**

  
Plumas County Counsel

## EXHIBIT A

### **Scope of Work**

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#### User Training

Title: Commerical Sexual Exploitation-Identification Tool (CSE-IT): You Can't Stop Something You Don't See

Time: 3 hours

#### Workshop Description

Child sexual exploitation is a major child protection issue for communities across the country. Hidden from view and often unnoticed, vulnerable young girls and boys are recruited, groomed and then abused, leaving them traumatized and without support. Issues specific to sexual exploitation of youth, including the difficulty in identifying youth at risk, can make the provision of appropriate treatment and services a challenge for systems that serve the youth. This training will address the importance of early identification and will present the Commerically Sexually Exploited Identification Tool (CSE-IT) as a method of screening and identifying commercially sexually exploited youth. The training will describe the structure and philosophy of the CSE-IT and provide a framework for engaging with sexually exploited youth along with suggestions for talking with youth.

#### Learning Objectives

As a result of the training, participants will be able to:

1. Identify at least two advantages of using the CSE-IT to identify commercially sexually exploited youth.
2. List the 10 key indicators of the CSE-IT.
3. Describe the importance of using a trauma informed approach when interviewing sexually exploited youth.
4. Use inclusive, non-stigmatizing, non-judgmental language and techniques for working with this population.
5. Complete the CSE-IT.

#### Targeted Audience

Anyone who works with vulnerable youth; including, Child Welfare Workers, Youth Probation Officers, Youth Lawyers, Youth Court Judges, School Staff (guidance counselors, school nurses, etc.), FFA programs, Youth Shelters, Mental Health Providers, Medical Staff.

#### Train-the-Trainer

Title: CSE-IT Train-the-Trainer – You Can't Stop Something You Don't See.

Time: 6 hours (includes the 3-hour User Training)

This is the Train-the-Trainer (T3) for the CSE-IT User Training. This training consists of a full CSE-IT User Training in the first half of the training to ensure T3 trainers know how to use the tool and increase exposure and familiarity with the User Training Curriculum. The second half of the training focuses on building training skills, increasing

comfort with the material, and preparing to deliver the CSE-IT User Training. Prospective trainers must attend the full day, regardless of attendance at prior CSE-IT User Trainings. Additional staff may attend the User Training only to learn to use the tool.

### Targeted Audience

The Train-the-Trainer is only open to staff who meet one of the following criteria, in agencies that have been using the CSE-IT for a minimum of six months:

- Direct service staff who have been using the CSE-IT to screen their clients for at least six months.
- Supervisors, Managers, and Program Directors who have directly supervised staff in screening youth with the CSE-IT for at least six months (should have solid understanding of the tool indicators and how to use the tool).
- Dedicated training/staff development staff with experience providing training to staff, experience with train-the-trainer models, and/or experience providing training on CSEC.

### Workshop Description

Child sexual exploitation is a major child protection issue for communities across the country. Hidden from view and often unnoticed, vulnerable young girls and boys are recruited, groomed and abused, leaving them traumatized and without support. Issues specific to sexual exploitation of youth, including the difficulty in identifying youth at risk, can make the provision of appropriate treatment and services a challenge for systems that serve the youth. This training will address the importance of early identification and will present the Commercially Sexually Exploited Identification Tool (CSE-IT) as a method of screening and identifying commercially sexually exploited youth. The training will describe the structure and philosophy of the CSE-IT and provide a framework for engaging with sexually exploited youth along with suggestions for talking with youth. The capacity to implement screening in meaningful, long term ways is key to increasing the ability to see and respond appropriately to sexually exploited youth. Developing in-house training capacity through the CSE-IT Train-the-Trainer (CSE-IT T3) is one way to ensure this happens. The CSE-IT T3 prepares trainers to independently lead the CSE-IT User Training for their organization.

### Learning Objectives

As a result of the training, participants will be able to:

1. Identify at least two advantages of using the CSE-IT to identify commercially sexually exploited youth.
2. List the 10 key indicators of the CSE-IT.
3. Describe the importance of using a trauma informed approach when interviewing sexually exploited youth.
4. Use inclusive, non-stigmatizing, non-judgmental language and techniques for working with this population.
5. Complete the CSE-IT.
6. Lead 3 hour CSE-IT user training.
7. Accurately score three test vignettes and CSEC Key Concepts Quiz.

**EXHIBIT B****Fee Schedule**

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<b>Description</b>	<b>Rate</b>	<b>Per</b>	<b>Total</b>	
CSE-IT User Training (single session)	\$1,500	½ day	\$1,500	
CSE-IT: Hotline Training add-on to user training	\$190	Hour	\$380	*1-hour add-on, 1 hour customization time
CSE-IT Train-the-Trainer Training Material – T3	\$4,000 \$950	Day Session	\$4,000 \$950	Includes train-the-trainer manual 1 and assumes maximum # of participants *Added materials for Hotline version
Training Materials – User Training	\$200	Session	\$300	
Mileage	\$0.54	Mile	\$540	Federal Rate, 500 roundtrip miles, 2 trips
Hotel (inc. taxes & fees)	\$200	Nights	\$400	1 night per trip
Meals & Incidentals	\$75	Days	\$150	WCC standard per diem
<b>Total Training Cost Estimate</b>			<b>\$8, 220</b>	



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368

DATE: AUGUST 21, 2017

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR SEPTEMBER 5, 2017, CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN A MEMORANDUM OF  
UNDERSTANDING WITH NORTHERN RURAL TRAINING AND  
EMPLOYMENT CONSORTIUM

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

### It is Recommended that the Board of Supervisors

Approve and authorize the Director of the Department of Social Services to sign an interagency memorandum of understanding with the Northern Rural Training and Employment Consortium (NORTEC) committing to a resource sharing structure needed to support integrated service delivery to mutual customers.

### Background and Discussion

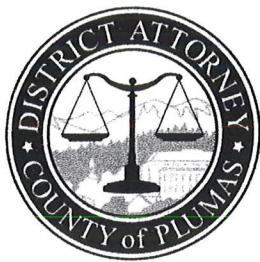
The Department of Social Services, along with a number of other County Social Services agencies in the north state, is a mandated partner with America's Job Centers, Comprehensive One- Stop employment services centers. In conjunction with our partnerships roles, the Department provides supportive services to mutual clientele primarily in the CalWORKs program through our welfare to work services. The enclosed MOU commits the Department to continue to commit program resources and support to mutual customers.

### Financial Impact

There is no direct financial commitment or impact created as a result of this agreement.

Copies (memo only): DSS Managers  
Traci Holt, NORTEC

Enclosure



## OFFICE OF THE DISTRICT ATTORNEY

**David Hollister, District Attorney**

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

lc

**Date:** September 5, 2017  
**To:** The Honorable Board of Supervisors  
**From:** David Hollister, District Attorney   
**Subject:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
SEPTEMBER 5, 2017.  
**RE: AUTHORIZATION TO FILL 1.0 FTE FUNDED AND  
ALLOCATED LEGAL SERVICES ASSISTANT.**

### **Recommendation:**

Authorize the District Attorney to recruit and hire the funded and allocated 1.0 FTE Legal Services Assistant I/II to replace an employee who resigned.

### **Background and Discussion**

As of August 18, 2017, the employee in this position resigned and has accepted a position at Social Services.

This position provides administrative support to the Deputy District Attorney and District Attorney. The position is allocated for 1.0 FTE in Fiscal Year 2017/2018.

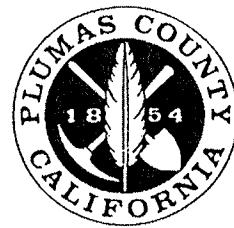
I am requesting that the Board authorize Human Resources to recruit and fill the vacant 1.0 FTE allocated and funded Legal Assistant position.



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

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



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

DATE: September 5, 2017  
TO: Honorable Board of Supervisors  
FROM: Erin Metcalf, Chief Probation Officer  
SUBJECT: Contract between Plumas County Probation and Lassen County Juvenile Detention Facility

---

### **Recommendation**

Approve and authorize the Chief Probation Officer to sign a contract with Lassen County Juvenile Detention Facility to utilize their facility for the detention of Plumas County juvenile offenders.

### **Background and Discussion**

As it is known, Plumas County does not have its own juvenile detention facility so we rely on neighboring counties to house our juvenile offenders when it's necessary. During FY 16/17, Plumas County paid Lassen County \$10,890 to house our juvenile offenders. It is difficult to set a maximum contract amount regarding this contract because, although we do not see any trends occurring that exhibit signs of an influx of juvenile offenders, it always remains a possibility that the rate of juvenile offenders could greatly increase.

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

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES  
270 County Hospital Road, #109 Quincy, CA 95971  
PH (530) 283-6307 FAX (530) 283-6045  
W. Robert Brunson, LMFT, Director



**Date:** August 25, 2017

**To:** The Honorable Board of Supervisors

**From:** W. Robert Brunson, Director

**SUBJECT:** Agenda Item for September 5, 2017, Board Meeting

**RE: APPROVE AND AUTHORIZE AMENDMENT TO THE CONTRACT BETWEEN PLUMAS COUNTY BEHAVIORAL HEALTH AND SIERRA VISTA HOSPITAL.**

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**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve the amended contract for up to \$50,000.00 with Sierra Vista Hospital and Plumas County Behavioral Health for FY 2017-2018.

**BACKGROUND AND DISCUSSION:** Amendment was to remove verbiage in Exhibits A and Exhibit B.

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

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

W. Robert Brunson, LMFT, Director



**Date:** August 25, 2017

**To:** The Honorable Board of Supervisors

**From:** W. Robert Brunson, Director

**SUBJECT:** Agenda Item for September 5, 2017, Board Meeting

**RE: APPROVE AND AUTHORIZE THE MOU BETWEEN PLUMAS COUNTY BEHAVIORAL HEALTH AND PLUMAS COUNTY PUBLIC HEALTH.**

---

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve the MOU for \$82,277.00 between Plumas County Public Health and Plumas County Behavioral Health for FY 2017-2018.

**BACKGROUND AND DISCUSSION:** For Substance Abuse Prevention and Friday Night Live.

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

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES  
270 County Hospital Road, #109 Quincy, CA 95971  
PH (530) 283-6307 FAX (530) 283-6045  
W. Robert Brunson, LMFT, Director



**Date:** August 25, 2017

**To:** The Honorable Board of Supervisors

**From:** W. Robert Brunson, Director

**SUBJECT:** Agenda Item for September 5, 2017, Board Meeting

**RE: APPROVE AND AUTHORIZE THE CONTRACT BETWEEN PLUMAS COUNTY BEHAVIORAL HEALTH AND HERITAGE OAKS HOSPITAL.**

---

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve the contract for up to \$50,000.00 between Heritage Oaks Hospital and Plumas County Behavioral Health for FY 2017-2018.

**BACKGROUND AND DISCUSSION:** Treatment facility to cover inpatient and outpatients psychiatric and mental health disorders.

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



**Date:** August 25, 2017

**To:** The Honorable Board of Supervisors

**From:** W. Robert Brunson, Director

**SUBJECT:** Agenda Item for September 5, 2017, Board Meeting

**RE: APPROVE AND AUTHORIZE THE CONTRACT BETWEEN PLUMAS COUNTY BEHAVIORAL HEALTH AND PLUMAS RURAL SERVICES.**

---

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve the contract for up to \$82,938.00 between Plumas Rural Services and Plumas County Behavioral Health for FY 2017-2018.

**BACKGROUND AND DISCUSSION:** Cover costs of the Transitional Sober Living Environment by paying rent, utilities, basic maintenance and household supplies.

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

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

W. Robert Brunson, LMFT, Director

IE5



**Date:** August 25, 2017

**To:** The Honorable Board of Supervisors

**From:** W. Robert Brunson, Director

**SUBJECT:** Agenda Item for September 5, 2017, Board Meeting

**RE: APPROVE AND AUTHORIZE THE CONTRACT BETWEEN PLUMAS COUNTY BEHAVIORAL HEALTH AND LIZ SANTIAGO.**

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**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve the contract for up to \$7,000.00 between Liz Santiago and Plumas County Behavioral Health for FY 2017-2018.

**BACKGROUND AND DISCUSSION:** Provide training for the development of assessments, diagnoses, treatment plans and progress notes.

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

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES  
270 County Hospital Road, #109 Quincy, CA 95971  
PH (530) 283-6307 FAX (530) 283-6045  
W. Robert Brunson, LMFT, Director



**Date:** August 25, 2017

**To:** The Honorable Board of Supervisors

**From:** W. Robert Brunson, Director

**SUBJECT:** Agenda Item for September 5, 2017, Board Meeting

**RE: APPROVE AND AUTHORIZE THE CONTRACT BETWEEN PLUMAS COUNTY BEHAVIORAL HEALTH AND PROGRESS HOUSE.**

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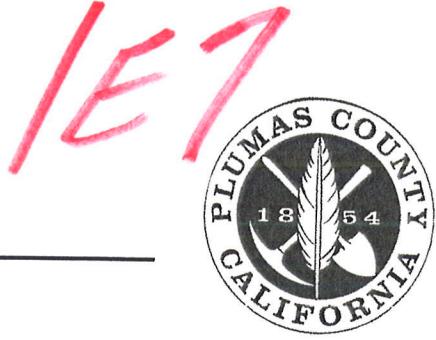
**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve the contract for up to \$50,000.00 between Progress House and Plumas County Behavioral Health for FY 2017-2018.

**BACKGROUND AND DISCUSSION:** Treatment facility to cover detox, residential, transitional and outpatient services.

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

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

W. Robert Brunson, LMFT, Director



**Date:** August 25, 2017

**To:** The Honorable Board of Supervisors

**From:** W. Robert Brunson, Director

**SUBJECT:** Agenda Item for September 5, 2017, Board Meeting

**RE: APPROVE AND AUTHORIZE THE AMENDMENT TO THE CONTRACT  
BETWEEN PLUMAS COUNTY BEHAVIORAL HEALTH AND KINGS VIEW  
CORPORATION.**

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**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve the amended contract with Kings View Corporation and Plumas County Behavioral Health for FY 2017-2018.

**BACKGROUND AND DISCUSSION:** Amendment was to add an additional Exhibit F for computer purchases.

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

# PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

W. Robert Brunson, Director



1E8

DATE: September 5, 2017

TO: Honorable Board of Supervisors

FROM: W. Robert Brunson, Behavioral Health Director

SUBJECT: Request for approval to recruit and fill fully funded two (2) vacant 1.0 FTE Behavioral Health Case Management Specialist I/II/Senior and two (2) vacant 1.0 Behavioral Health Therapist I/II/Senior positions.

*SC for Brunson*

## Recommendation

1. Approve the filling of the vacant, allocated positions of two (2) 1.0 FTE Behavioral Health Case Management Specialist I/II/Senior that were allocated in Department 70570 and 70571 and funded in the 2016-2017 budget and is proposed in the 2017-2018 budget.
2. Approve the filling of the vacant, allocated positions of two (2) 1.0 FTE Behavioral Health Therapist I/II/ Senior within Department 70570, which was already allocated and funded in the 2016-2017 budget and is proposed in the 2017-2018 budget

## Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded, two (2) 1.0 FTE Behavioral Health Case Management Specialist I/II/ Senior positions which became vacant due to resignations on July 21, 2017 and August 19, 2017. These positions were approved in the 2016-2017 budget and proposed in the 2017-2018 budget.

The Behavioral Health Department is requesting approval to refill the allocated and funded, two (2) 1.0 FTE Behavioral Health Therapist I/II/ Senior positions which became vacant due to resignations on August 4, 2017 and August 25, 2017. These positions were approved in the 2016-2017 budget and proposed in the 2017-2018 budget.

All positions would be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the various positions outlined in this letter.

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

- Is there a legitimate business, statutory or financial justification to fill the position? Yes.
- Why is it critical that this position be filled at this time? With the loss of the Case Management Specialist, delivery of services to the at-risk population will be severely delayed.
- How long has the position been vacant? One position became vacant due to a resignation on July 21, 2017 and the other on August 19, 2017.
- Can the department use other wages until the next budget cycle? The department is currently using other wages; however, due to training requirements and timely delivery of critical services, the Case Management Specialist must be a permanent FTE.
- What are staffing levels at other counties for similar departments and/or positions? The same or greater.
- What core function will be impacted without filling the position prior to July 1?
- Lack of service provisions as required in the Mental Health department's contract with the State for Medi-Cal as well as Full Service Partnership provisions in MHSA are core functions at risk. Lack of compliance, loss of funds/reimbursements, billing and administration exceptions are all possible negative impacts if the vacancy continues.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? The inability to recoup Medi-Cal reimbursements for undelivered services as well as a potential increase in crises.
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? None.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? No.
- Does the budget reduction plan anticipate the elimination of any of the requested positions? No.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? There is no fiscal impact on the general fund.

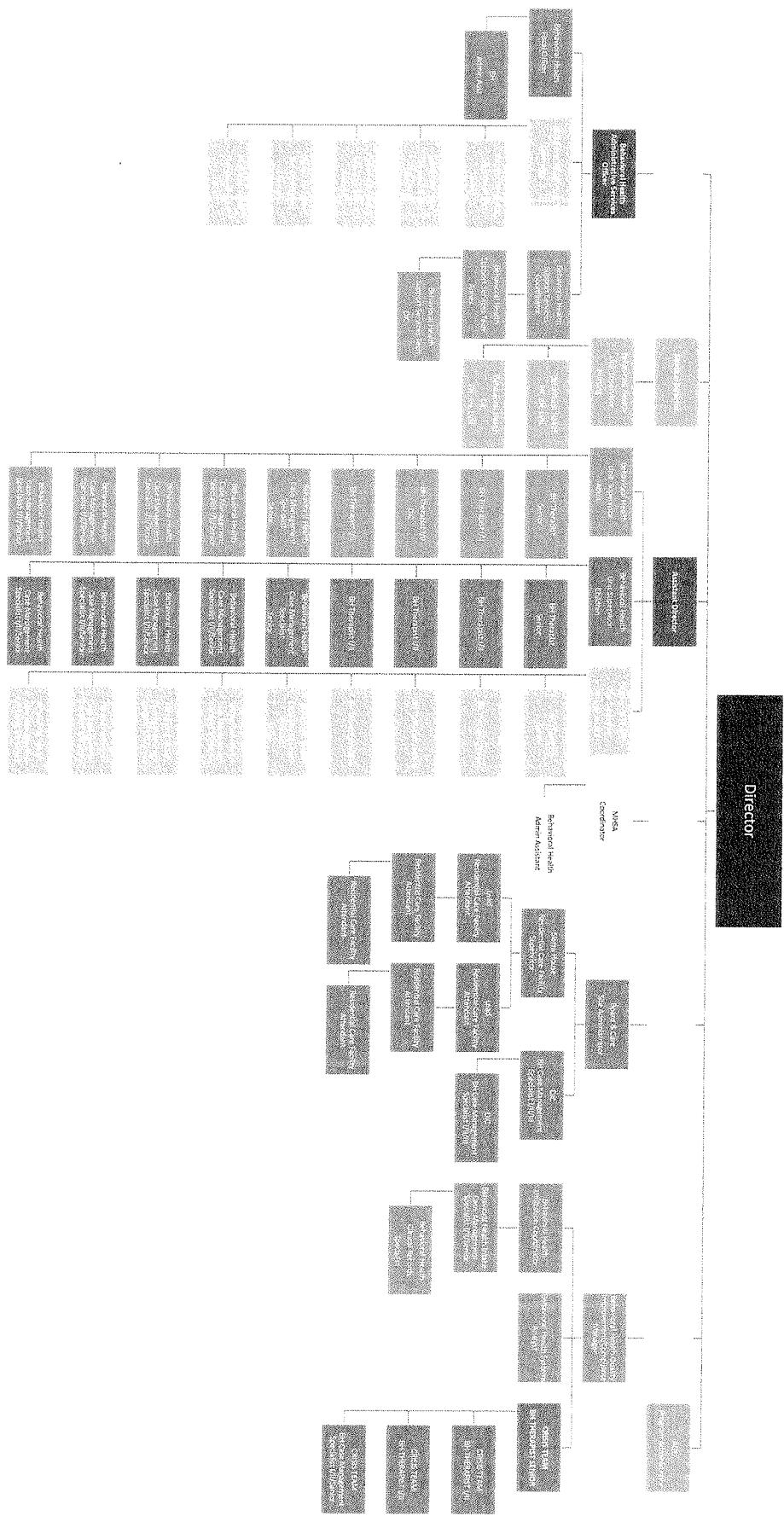
## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: PCBH request to fill two (2) 1.0 FTE Behavioral Health Therapist I or II positions.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the need to provide an adequate number of clinical personnel to meet the ongoing needs of the community.**
- Why is it critical that this position be filled at this time? **This position needs to be filled to provide clients and citizens with a baseline level of clinical service.**
- How long has the position been vacant? **The positions were vacated on August 4, 2017 and August 25, 2017 due to therapists moving out of the area.**
- Can the department use other wages until the next budget cycle? **N/A**
- What are staffing levels at other counties for similar departments and/or positions? **Staffing by county depends upon population, caseloads, and management style.**
- What core function will be impacted without filling the position prior to July 1? **There will be a further reduction of service availability to the community. Existing clients will not receive ongoing services as good ethical practice would indicate. There will be a decrease in staff resources to provide 24-hour crisis services. New requests for services will be delayed.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **There will be a possible increase in liability exposure to the county as the result of a decrease in services and additional stress on remaining staff in terms of providing adequate emergency services. A reduction of services to citizens will occur. A further decrease in staffing support will result in additional deterioration of staff moral and will risk additional staff turnover which will incur additional cost.**
- 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? **This position is funded by MediCal, Realignment, and MHSA sources. As such, funding is expected to remain stable. In the event of a considerable reduction of funding, clinical positions can be eliminated, or the fiscal shortfall can be compensated for from departmental reserves.**

- 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? **This position does not rely on 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? **PCMH has a reserve that would provide financial coverage if needed.**

PLUMAS COUNTY  
BEHAVIORAL HEALTH  
AUGUST 2016





IFI

# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Andrew Woodruff, MPH, Acting Director  
Health Officer

Mark Satterfield, M.D.,

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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**Date:** August 15, 2017

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for September 5, 2017

**Recommendation:** Approve and direct the Chair to sign Agreement Amendment Numbers MAA2017OPTIMAS-A1 in the amount of \$269,600.00 and MAA2017OPTIMAS-AH-A1 in the amount of \$42,000.00 with Optimas Services, Inc., for activities of Administrative Hub Roles and Responsibilities for a Random Moment Survey software system and LGA Consultant for the Medi-Cal Administrative Activities (MAA) Program.

**Background and Discussion:** As the Board is aware Plumas County Public Health Agency is the Host Entity for the California Department of Health Care Services (DHCS) Medicaid Administrative Activities and Targeted Case Management programs. In this role, we serve as the fiscal and administrative agent between DHCS and the Local Government Agency (LGA) Consortium's 51 member counties.

One role and responsibility of Host Entity is to administer the LGA Consortium Trust Fund, which includes holding vendor and consultant contracts on behalf of the LGA Consortium. The LGA Consortium Executive Committee, which is the decision-making body of the LGA Consortium, has directed Plumas County, as Host Entity, to enter into agreements with Optimas Services, Inc. for LGA Consultant Services and Administrative Hub services for the Random Moment Time Survey software system.

There will be no financial impact on the County General Fund, as this contract is fully funded by the Medi-Cal Administrative Activities Program through Public Health.

These Amendments were reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me if you have any questions or need additional information. Thank you.



1F2

# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Andrew Woodruff, MPH, Acting Director  
Health Officer

Mark Satterfield, M.D.,

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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**Date:** August 24, 2017

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for September 5, 2017

**Recommendation:** Approve and direct the Chair to sign Agreement #MAA1718PCIRC in the amount of \$19,800.00 with Plumas Crisis Intervention & Resource Center to provide various services to Public Health related to the Medi-Cal Administrative Activities (MAA) Program.

**Background and Discussion:** As the Board is aware; Plumas County Public Health Agency participates in the Medi-Cal Administrative Activities (MAA) Program. This program allows counties, through a system of time studies and cost reports to enhance existing time and activities performed by specific staff relating to administration of Medi-Cal related services. Staff time and activities are enhanced with Federal funds using a formula based on staff classification, organizational structure and duty statements.

The MAA Program is complex, especially the invoicing which is very detailed and takes a considerable amount of time to prepare. Plumas Crisis Intervention & Resource Center has agreed to contract with Public Health to assist with various technical support MAA activities for FY 17-18.

There will be no financial impact on the County General Fund, as this contract is fully funded by the Medi-Cal Administrative Activities Program through Public Health.

This Agreement was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me if you have any questions, or need additional information. Thank you.



# Plumas County Public Health Agency

1F3

270 County Hospital Road, Quincy, California 95971

Andrew Woodruff, MPH, Acting Director

Mark Satterfield, M.D., Health Officer

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<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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**Date:** August 15, 2017

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for September 5, 2017

**Recommendation:** Approve and direct the Chair to sign Agreement Amendment MAA1415CODING-A3 (\$42,000.00) with Fairbanks, LLC., to provide a Random Moment Survey software system and coding services for the Medi-Cal Administrative Activities (MAA) Program for Fiscal Year 2017-2018.

**Background and Discussion:** Plumas County Public Health Agency has participated in the Medi-Cal Administrative Activities (MAA) Program for the past several years. This program allows counties, through a system of time studies and cost reports to enhance existing time and activities performed by specific staff relating to administration of Medi-Cal related services. Staff time and activities are enhanced with Federal funds using a formula based on staff classification, organizational structure and duty statements.

The goal of the Medi-Cal Administrative Activities Program is to ensure that local assistance is provided to Medi-Cal eligible individuals, and their families in facilitating their receipt of services and activities from the Medi-Cal Program.

There will be no financial impact on the County General Fund, as this contract is fully funded by the Medi-Cal Administrative Activities Program through Public Health.

The Amendment was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me if you have any questions or need additional information. Thank you.



1F4

# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Andrew Woodruff, MPH, Acting Director  
Officer

Mark Satterfield, M.D., Health

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<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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**Date:** August 24, 2017

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for September 5, 2017

**Recommendation:** Approve and direct the Chair to sign Agreement Amendment Number MAA1415PCG-A3 in the amount of \$300,000.00 with Public Consulting Group, Inc., (PCG) to provide Random Moment Survey software system for the School Medi-Cal Administrative Activities Program (SMAA).

**Background and Discussion:** State and federal laws allow local government agencies that conduct County based Medi-Cal Administrative Activities (MAA) and School based Medi-Cal Administrative Activities (SMAA) to claim federal reimbursement for a share of the cost of conducting the activities.

In California, all Local Governmental Agencies (i.e. counties) and Local Educational Agencies (i.e. school districts) participating in MAA programs do so through the LGA, and a single Host County serves as the administrator and fiscal agent, on behalf of the LGA and its membership, for statewide participation in the CMAA and SMAA programs. As the Board may be aware, Plumas County Public Health Agency was selected by the Local Government Agency Consortium to serve as the LGA Host County, beginning July 1, 2014.

Also beginning July 1, 2014, the U.S. Centers for Medicaid and Medicare Services required all SMAA programs to operate under a Random Moment Time Survey (RMTS) software system. Public Health has contracted with PCG since July 1, 2014.

There will be no financial impact on the County General Fund, as this agreement is fully funded by the Medi-Cal Administrative Activities Program through Public Health.

This Agreement Amendment was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.



1F5

# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

**Andrew Woodruff, MPH, Acting Director**  
**Health Officer**

**Mark Satterfield, M.D.,**

---

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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**Date:** August 15, 2017

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for September 5, 2017

**Recommendation:** Approve and direct the Chair to sign multi-year Agreement Number TURP17217HAUN with Sue Haun in the amount of \$74,052.00 for evaluation activities related to the Tobacco Use Reduction and Prevention Program.

**Background and Discussion:** As the Board is aware Plumas County Public Health Agency has the fiscal and administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively and efficiently with communities, Public Health contracts with providers to evaluate programs and provide services to diverse populations throughout the county.

There will be no financial impact on the County General Fund, as this agreement is fully funded by the Tobacco Use Reduction and Prevention Program through Public Health.

The Agreement was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me should you have any questions, or need additional information. Thank you.



IF6

# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Andrew Woodruff, MPH, Acting Director  
Health Officer

Mark Satterfield, M.D.,

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: August 28, 2017

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Consent Item for September 5, 2017

**Recommendation:** Approve and direct the Chair to sign Agreement #PCPHA1718MS in the amount of \$77,400.00 with Dr. Mark Satterfield to act as the County Health Officer/Medical Director from July 1, 2017 through June 30, 2018.

**Background and Discussion:** As the Board are aware, State Health and Welfare Code mandates that each county provided the services of a County Health Officer/Medical Director. The County Health Officer is required to act as Medical Director for supervision of mid-level providers, oversee all clinical procedures, public health nursing protocols and Public Health Emergency Preparedness. The Plumas County Health Officer has traditionally demonstrated leadership during disasters and is responsible for medical oversight of the County Emergency Medical System. This year the Health Officer's role has expanded to include the title of Medical Expert with a program through the County Medical Services Program Grant. Duties include conducting trainings with clinic staff on the use of buprenorphine for addiction treatment and consultation on the development of related clinical forms.

The term of this Agreement is July 1, 2017 through June 30, 2018 and in the total amount not to exceed \$77,400.00.

There will be no financial impact on the County General Fund, as this contract is fully funded by the various Programs through Public Health.

This Agreement was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me if you have any questions, or need additional information. Thank you.



1F1

# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Andrew Woodruff, MPH, Acting Director  
Officer

Mark Satterfield, M.D., Health

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<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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**Date:** August 14, 2017

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for September 5, 2017

**Recommendation:** Approve submission of the California Children's Services and Child Health and Disability Prevention Plans for FY 2017-2018, and direct the Chair to sign the Certification Statements for the California Children's Services and Child Health and Disability Prevention Programs.

**Background and Discussion:** As the Board may recall, Child Health and Disability Prevention (CHDP) is a California Department of Health Services program designed to provide routine health exams, immunizations and health education to children from low and moderate income families. Through this program, Plumas County Public Health Agency provides outreach to eligible families and children, coordination with local health care providers, education and training of medical providers regarding treatment protocols, coordination with other County agencies, and follow-up and referral of children with identified medical conditions. Additional funds provide for a nurse to work with Foster Care Agencies, Social Services, Probation Department, and to coordinate health care for children in foster care. The California Children's Services (CCS) Program provides diagnostic screening, medical treatment, and nurse case management for sixty to eighty families needing access to special services for medically fragile infants, or children, and assistance with travel and housing for those who must go out of county to access specialized medical care.

In order to continue to receive State and Federal funds for the CCS and CHDP programs, the Chair of the Board of Supervisors is required to certify program compliance with Federal and State laws and regulations related to the Health and Safety Code, Welfare and Institutions Code, Children's Medical Services Plan and Fiscal Guidelines Manual, and Title V and XIX of the Social Security Act. This must be done on an annual basis as the certification is valid for one year. The last certification was signed following Board of Supervisors approval on December 3, 2016.

A copy of the CMS Plan for FY 2017-2018 is on file with the Clerk of the Board for your review.

Please contact me should you have any questions, or need additional information. Thank you.

**Certification Statement - California Children's Services (CCS)**

County/City: <b>PLUMAS COUNTY</b>	Fiscal Year: <b>2017 2018</b>
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I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Tina Venable, Public Health DON, CCS Administrator	Date Signed

Mark Satterfield, M.D., Plumas County Health Officer	Date Signed

Andrew Woodruff, Director Plumas County Public Health Agency	Date Signed

I certify that this plan has been approved by the local governing body.	
Lori Simpson, Plumas County Board of Supervisors Chair	Date



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

IF8

Andrew Woodruff, MPH, Acting Director  
Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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**Date:** August 21, 2017

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for September 5, 2017

**Recommendation:** Approve Agreements between Plumas County Public Health Agency (PCPHA) and Chico Research Foundation to provide Nutrition Services (IIIB-042-18, \$30,000.00 and Transportation Services (IIIC-045-08, \$156,664.00) to the senior citizens of Plumas County for FY 2017-2018, and authorize the Director of Public Health to sign as the Board's designee.

**Background and Discussion:** As the Board is aware; Plumas County Public Health Agency has received funding from The Chico Research Foundation on behalf of its program the Area Agency Aging for the purpose of providing nutritious meals and transportation to seniors.

Plumas County's Senior Transportation Program consist of providing transportation for seniors who require help in going from one location to another, with primary focus on transportation to and from nutrition sites, for medical appointments and shopping. The term of Subcontract Agreement #IIIB-0412-18 is from July 1, 2017 through June 30, 2018 and is in the amount of \$30,000.00.

Plumas County's Senior Nutrition Program consist of congregate meals at four nutrition sites throughout Plumas County and nutrition education programs that promote increased awareness and understandings of the role of nutrition in overall health. The term of Subcontract Agreement #IIIC-045-18 is from July 1, 2017 through June 30, 2018 and is in the amount of \$156,664.00.

Copies of the Agreements are on file with the Clerk of the Board for your review.

Please feel free to contact me should you have any questions or need additional information. Thank you.



IF9

# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Andrew Woodruff, MPH, Acting Director

Mark Satterfield, M.D., Health Officer

Administration & Health Education  
Suite 206  
Quincy, CA 95971  
(530) 283-6337  
(530) 283-6425 Fax

Clinic & Nursing Services  
Suite 111  
Quincy, CA 95971  
(530) 283-6330  
(530) 283-6110 Fax

Senior Nutrition & Transportation  
Suite 206  
Quincy, CA 95971  
(530) 283-3546  
(530) 283-6425 Fax

Veteran's Services Office  
Suite 206  
Quincy, CA 95971  
(530) 283-6275  
(530) 283-6425 Fax

**Date:** June 13, 2017

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for September 5, 2017

**Recommendation:** Approve a Resolution to accept and authorize the Director of Public Health or Designee to execute Grant Agreement Number 16-11015 from the California Department of Public Health for implementing the project, "Naloxone Distribution".

**Background and Discussion:** Senate Bill (SB) 833 (Chapter 30, Statutes of 2016) established a new Naloxone Grant Program within the California Department of Public Health (CDPH) with the goal of reducing the number of fatal overdoses in California from opioid drugs, including prescription opioids and heroin, by increasing access to the life-saving drug naloxone. A total of \$3 million was allocated on a one-time basis to support this program. The Naloxone Grant Program is administered by the Safe and Active Communities Branch (SACB). Plumas County had the highest rate of prescription related opiate overdose in the state from 2009-2015.

Naloxone is a medication that works almost immediately to reverse opiate overdose. It has few known adverse effects, no potential for abuse, and can be rapidly administered through intramuscular injection or nasal spray. While most professional first responders and emergency departments are equipped with naloxone, emergency service providers may not arrive in time to revive overdose victims. Trained and equipped bystanders such as friends, family and other non-health care providers (lay people) and drug users themselves can effectively respond and reverse an opioid overdose. Given the success of bystander naloxone programs, the CDC and the World Health Organization have recommended expanding the availability of naloxone to lay people.

Public Health Agency has been awarded funding in the amount of \$10,631.25 for the period of June 1, 2017 through June 30, 2019.

The Agreement and Resolution were reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me if you have any questions or need additional information. Thank you.

**RESOLUTION NO. 17-\_\_\_\_\_**

**RESOLUTION TO ACCEPT AND AUTHORIZE THE DIRECTOR OF PUBLIC HEALTH TO SIGN  
GRANT AGREEMENT NUMBER 16-11015, FROM THE CALIFORNIA DEPARTMENT OF PUBLIC  
HEALTH, FOR IMPLEMENTING THE PROJECT “NALOXONE DISTRIBUTION”.**

**WHEREAS**, The California Department of Public Health under Health and Safety Code, Section 1179.80 has authority to grant funds for implementing the Project “Naloxone Distribution”, and

**WHEREAS**, The California Department of Public Health issued Plumas County Public Health Grant Agreement Number 16-11015 in the amount of \$10,631.25 for the period beginning June 1, 2017 through June 30, 2019, and

**WHEREAS**, the purpose of this Grant is to reduce the rate of fatal overdose from opioid drugs including heroin and prescription opioids.

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

1. Accept Grant Agreement Number 16-11015, from the California Department of Public Health to implement the Project, Naloxone Distribution.
2. Authorize the Director of Public Health or Designee to execute the Agreement and subsequent documents necessary to implement Grant Agreement Number 16-11015.

**The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 5<sup>th</sup> day of September 2017, by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

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Chair, Plumas County Board of Supervisors

**Attest:**

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Clerk, Plumas County Board of Supervisors



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

161

Dony Sawchuk  
Director

Board Date: September 5, 2017

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

**Subject: Authorize the Director of Facility Services to sign and execute Contract for Jason Blust DBA Heat Transfer Systems for the installation of new heating and air conditioning units at Portola Memorial Hall.**

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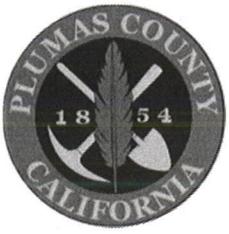
### Background

During the heavy amounts of rainfall Plumas County received earlier this year, the basement of the Portola Memorial Hall completely flooded. Because the equipment necessary to supply heating and air conditioning to the entire building was located in the basement, all units need to be replaced. Heat Transfer Systems was awarded the project.

### Recommendation

Authorize the Director of Facility Services to sign and execute Contract for Jason Blust DBA Heat Transfer Systems for the installation of new heating and air conditioning units at Portola Memorial Hall.

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

163

Dony Sawchuk  
Director

Board Date: September 5, 2017

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

**Subject: Authorize the Director of Facility Services to sign and execute  
Agreement with Smith Power Productions for emergency generator  
maintenance services on an as needed basis.**

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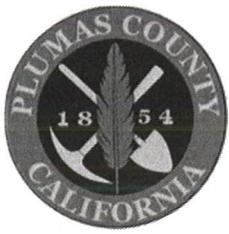
### Background

Smith Power Productions provides emergency generator maintenance services on an as needed basis upon request by the County.

### Recommendation

Authorize the Director of Facility Services to sign and execute Agreement with Smith Power Productions for emergency generator maintenance services on an as needed basis.

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

163

**Dony Sawchuk**  
Director

Board Date: September 5, 2017

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

**Subject:** **Approve Contract Addendum #1 for John Lund DBA KJ's Cleaning for the Custodial Maintenance Contract for the Greenville Facilities.**

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### Background

KJ's Cleaning is currently responsible for the Custodial Maintenance of the following facilities in this contract:

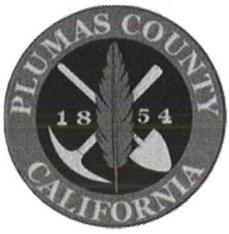
1. Greenville Townhall
2. Greenville Library
3. Greenville Substation.

This would extend the current contract by one year.

### Recommendation

Approve Contract Addendum #1 for John Lund DBA KJ's Cleaning for the Custodial Maintenance Contract for the Greenville Facilities.

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

164

**Dony Sawchuk**  
Director

Board Date: September 5, 2017

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

**Subject:** **Approve Contract Addendum #3 for James Lausen DBA Awesome Lausen Janitorial for the Custodial Maintenance Contract for the Fairgrounds Admin & Facility Services Bldg.**

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### Background

Awesome Lausen Janitorial is responsible for the Custodial Maintenance of the following facilities in this contract:

1. Fairgrounds Admin
2. Facility Services Bldg.

This would extend the current contract by one year.

### Recommendation

Approve Contract Addendum #3 for James Lausen DBA Awesome Lausen for the Custodial Maintenance Contract the Fairgrounds Admin & Facility Services Bldg.

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

165

**Dony Sawchuk**  
Director

Board Date: September 5, 2017

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

**Subject:** **Approve Contract Addendum #4 for Tim Ringo, DBA Bob's Janitorial Service for the Custodial Maintenance Contract for the Quincy Courthouse.**

---

### Background

Bob's Janitorial Service is currently responsible for the Custodial Maintenance of the following facilities in this contract:

1. Quincy Courthouse

This would extend the current contract by an additional year.

### Recommendation

Approve Contract Addendum #4 for Tim Ringo, DBA Bob's Janitorial Service for the Custodial Maintenance Contract the Quincy Courthouse.

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

166

**Dony Sawchuk**  
Director

Board Date: September 5, 2017

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

**Subject:** **Approve Contract for Mark Miller DBA Miller Cleaning Services for the Custodial Maintenance Contract for the Courthouse Annex.**

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### Background

Bob's Janitorial has been cleaning the Courthouse Annex for the past 6 years. In order to stay competitive with our contracts, we put this job out to bid in May and received several bids from local janitorial companies. Miller Cleaning Services won this bid and was awarded the contract to begin on October 1, 2017, for a period of one year.

### Recommendation

Approve Contract for Mark Miller DBA Miller Cleaning Services for the Custodial Maintenance Contract for the Courthouse Annex.

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

167

**Dony Sawchuk**  
Director

Board Date: September 5, 2017

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

**Subject: Approve Contract Addendum #3 for Tim Ringo, DBA Bob's Janitorial Service for the Custodial Maintenance Contract for the Quincy Library & Museum.**

---

### Background

Bob's Janitorial Service is currently responsible for the Custodial Maintenance of the following facilities in this contract:

1. Quincy Library
2. Quincy Museum

This would extend the current contract by one year.

### Recommendation

Approve Contract Addendum #3 for Tim Ringo, DBA Bob's Janitorial Service for the Custodial Maintenance Contract the Quincy Library & Museum.

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

16/10

**Dony Sawchuk**  
Director

Board Date: September 5, 2017

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

**Subject:** Authorize the Director of Facility Services to sign and execute  
Agreement with Allied Modular Building Systems.

---

### Background

Allied will manufacture, deliver, and install modular partition wall sections in the offices of the Plumas County Department of Social Services at the Courthouse Annex.

### Recommendation

Authorize the Director of Facility Services to sign and execute Agreement with Allied Modular Building Systems.

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

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



1H

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

DATE: September 5, 2017

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Contract between Plumas County Probation and Noble Software, LLC

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### **Recommendation**

Approve and authorize the Chief Probation Officer to sign a contract with Noble Software, LLC.

### **Background and Discussion**

Noble Software, LLC will be used for assessing probationers for their possibility of recidivism. Noble Software will be replacing our current software vendor, Assessments.com. Chair Simpson has already signed the original contract, but after review with Noble Software, it was determined that three training classes will be necessary bring the total contract to \$11,560 for FY 17/18.

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

# **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)

IE



**DATE:** August 25, 2017

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
SEPTEMBER 5, 2017.

RE: ADOPT PEMHCA RESOLUTION RECOGNIZING THE  
PROBATION UNIT AS A CONTRACTING EMPLOYEE GROUP

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## **IT IS RECOMMENDED THAT THE BOARD:**

Approve the resolution for California Public Employees' Retirement System (CalPERS) Public Employees' Medical and Hospital Care Act (PEMHCA) adding the Probation Unit as a contracting employee group. This is an administrative task to ensure the Probation Units are a recognized health insurance benefit group.

## **BACKGROUND AND DISCUSSIONS**

It was recently brought to my attention during a review of all Plumas County's resolutions of our health groups. This review was conducted by a CalPERS representative. We have adopted resolutions for health care benefits for all of our bargaining and unrepresented groups, except the Probation Units. We have been instructed to comply by adopting the attached CalPERS resolution for the Probation Unit.

In the past, the Probation Unit was covered under Operating Engineers Local #3 (OES), until as a Unit they withdrew from Operating Engineers Local #3 in March 2013. They transitioned to CalPERS PORAC health insurance coverage. In order to comply with CalPERS regulations, we need a separate resolution for the Probation Unit for their CalPERS health insurance benefits. This is considered an administrative housekeeping task in order to be compliant with CalPERS. The attached resolution was prepared by CalPERS Health Account Management Division's Health Resolution & Compliance Services and provided to Plumas County as the form document to be used.

Once this resolution is adopted, we will have a short timeline to get the original document back to CalPERS to be record keeping purposes. It is my recommendation to adopt the attached resolution.

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

ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT  
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS  
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION

Probation Unit

WHEREAS, (1) A contracting agency meeting the eligibility requirements set forth in Government Code Section 22920, may obtain health benefit plan(s), as defined under Government Code Section 22777, by submitting a resolution to the Board of Administration of the California Public Employees' Retirement System (the "Board"), and upon approval of such resolution by the Board, become subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) County of Plumas is a contracting agency eligible to be subject to the Act under Government Code Section 22920; and

WHEREAS, (3) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (4) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

WHEREAS, (5) County of Plumas desires to obtain for its employees and annuitants who are members of the Probation Unit the benefit of the Act and to accept the liabilities and obligations of an employer under the Act; now, therefore, be it

RESOLVED, (a) County of Plumas elects to be subject to the provisions of the Act; and be it further

RESOLVED, (b) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the PEMHCA Minimum per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (c) County of Plumas has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (d) That the participation of the employees and annuitants of County of Plumas shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that County of Plumas would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

RESOLVED, (e) That the executive body appoint and direct, and it does hereby appoint and direct, Nancy DaForno to file with the Board a verified copy of this resolution, and to perform on behalf of County of Plumas all functions required of it under the Act; and be it further

RESOLVED, (f) That coverage under the Act be effective on November 1, 2017.

Adopted at a regular meeting of the County of Plumas at 520 Main Street, Quincy, CA 95971, this 5th day of September, 2017.

Signed: \_\_\_\_\_  
Lori Simpson, Chair

Attest: \_\_\_\_\_  
Nancy DaForno, Clerk

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

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



## **CONSENT AGENDA REQUEST**

For the September 5, 2017 meeting of the Plumas County Board of Supervisors

August 28, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in blue ink that reads "Robert Perreault".

Subject: Authorization for the Department of Public Works/Road Department to fill the vacancy of one (1) FTE PW Maintenance Worker I/II position in the Beckwourth Road Maintenance District. Discussion and possible action.

### **Background:**

Effective August 24, 2017, one Public Works Road Maintenance Worker has resigned from the Department. Accordingly, there is now a vacancy for a Maintenance Worker I/II in the Beckwourth Maintenance District.

The Department is requesting to fill this position in the Beckwourth Crew.

This position is funded and allocated in the FY17/18 Public Works budget.

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

### **Recommendation:**

The Public Works Department respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker I/II in the Public Works/Road Department Beckwourth Maintenance District.

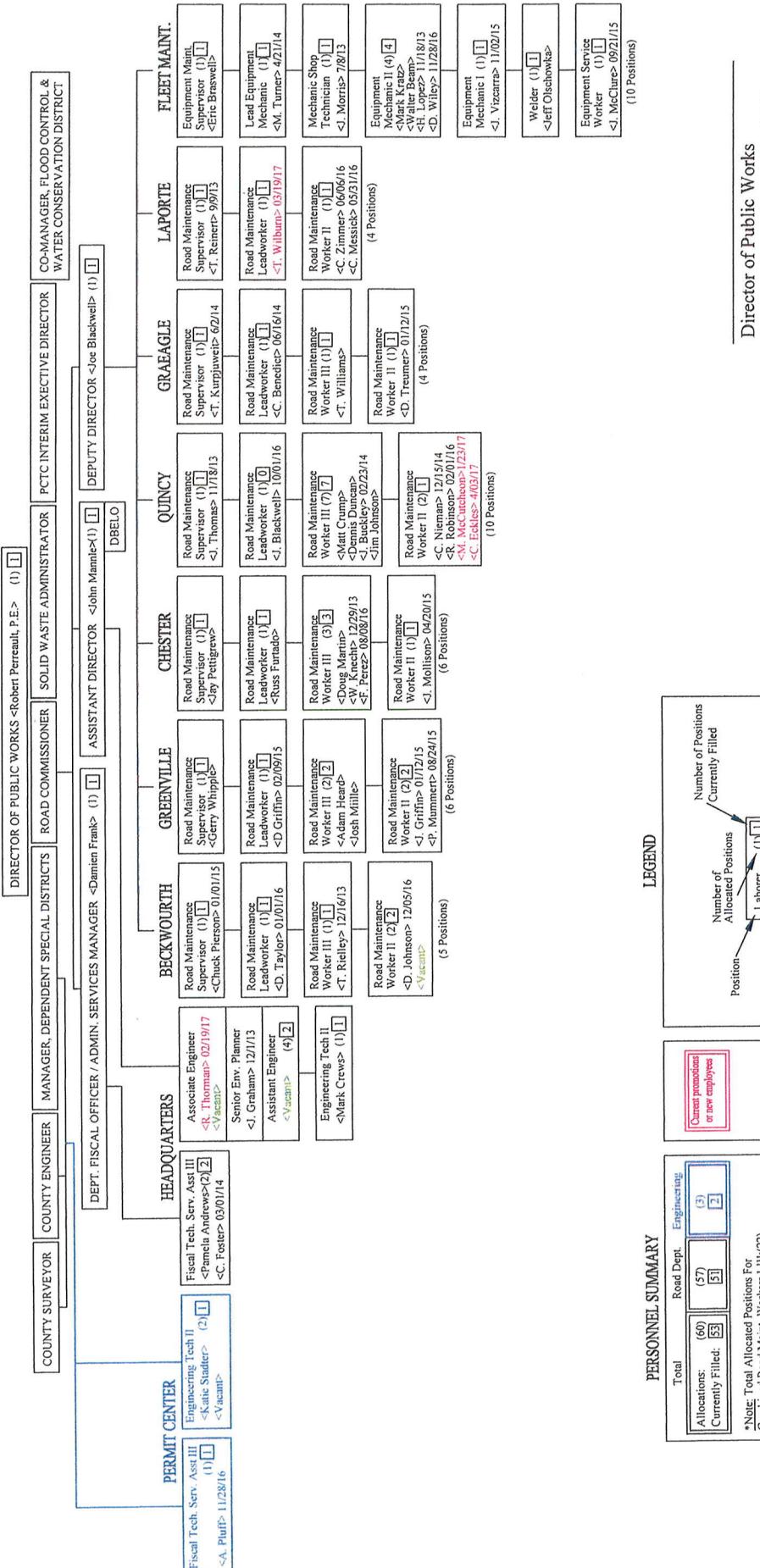
## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

### **Public Works Maintenance Worker I/II Worker Position Beckwourth**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.**
- Why is it critical that this position be filled at this time?  
**Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal.**
- How long has the position been vacant?  
**Less than one week.**
- Can the department use other wages until the next budget cycle?  
**The department's wage and benefits portion of the 16/17 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1?      **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?   **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?   **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions?   **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
**None**
- Does the department have a reserve?   **Yes**   If yes, provide the activity of the department's reserve account for the last three years?  

14/15    (\$3,070,755)	15/16    (\$1,000,000)	16/17    \$0
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PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS  
ORGANIZATION CHART



# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

**1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268**  
*Robert A. Perreault, Jr., P.E.* *Director of Public Works*

## **CONSENT AGENDA REQUEST**

for the September 5, 2017 meeting of the Plumas County Board of Supervisors

August 28, 2017

To: Honorable Board of Supervisors  
From: Robert Perreault, Director of Public Works   
Subject: Additional direction on the re-establishment of a "Development Review Committee."

Robert A. Fennedy

## BACKGROUND

During its meeting of October 6, 2015, the Board of Supervisors considered an Agenda Item pertaining to the then-dormant “Development Review Committee.” Following discussion, the Board of Supervisors unanimously adopted the following motion: “re-establish a ‘Development Review Committee’ to include Director of Public Works, Planning Director, Director of Environmental Health, Facilities Director, Building Official, and County Counsel.”

To date, no follow up activity has occurred since adoption of the motion.

## RECOMMENDATION

The Director of Public Works respectfully recommends that the Board of Supervisors further modify their vote of October 6, 2015 to designate the Department of Public Works as the lead department to re-establish the "Development Review Committee."



## PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

August 24, 2017

**TO:** The Honorable Board of Supervisors

**FROM:** Randy Wilson, Co-Manager Flood Control & Water Conservation District *RW*

**SUBJECT:** Agenda item for September 5, 2017; RE: Supplemental budget of \$63,042 for Prop. 50 grant for FY 2016/17

### RECOMMENDATION

Approve the supplemental budget of \$63,042 for revenue account 44228 – State Prop. 50 and expense account 522130 – Professional Services Grant/Other

### BACKGROUND

The 2016/17 Flood Control budget was approved with all remaining funds for the Prop. 50 projects to be billed out, plus the 10% retention withheld to date, budgeted. The figures were taken from the latest Department of Water invoice available, which lists amounts billed to date and amount of retention withheld to date for each project. After the 2016/17 budget was approved, the DWR invoice that was used to obtain the figures was amended, resulting in a decreased “invoiced-to-date” amount, which resulted in insufficient funds budgeted in the expense line item (522130). All projects have been completed and all that remains is payment of the 10% retention; however, there is currently a shortage of \$63,042. The corresponding revenue account (44228) exceeded the amount budgeted by \$66,164. There is a sufficient cash balance in the Flood Control budget to cover the remaining expenses.

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

FY 2016/17  
1  
2. NUMBER

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

Department: Flood Control      Dept. No: 26103      Date 8/23/2017

Dept. No: 26103

Date

8/23/2017

The reason for this request is (check one):

### Approval Required

- A.  Transfer to/from Contingencies OR between Departments
- B.  Supplemental Budgets (including budget reductions)
- C.  Transfers to/from or new Fixed Asset, within a 51XXX
- D.  Transfer within Department, except fixed assets
- E.  Establish any new account except fixed assets

## Board

## Board

## Board

## Auditor

## Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR

**SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Supplemental budget requests require Auditor/Controller's signature

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

BECKWOURTH COMMUNITY SERVICES AREA  
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT  
555 Main Street • Quincy, CA 95971 • (530) 283-6209 • Fax (530) 283-6134  
*Robert A. Perreault, Jr., P.E.*      *County Engineer and Manager, BCSA*

3

## AGENDA REQUEST

## For the September 5, 2017 meeting of the Plumas County Board of Supervisors

August 28, 2017

To: Honorable Governing Board of the Beckwourth Community Services Area (BSCA)

From: Robert Perreault, Manager – BSCA

Robert A. Renold

Subject: 1) Authorize a request to the County of Plumas Board of Supervisors to borrow funds from the General Fund for cash flow purposes in an amount not to exceed twenty six thousand dollars (\$26,000), to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any documents necessary on behalf of the District to evidence the loan and receive the loan proceeds

2) Appropriate the proceeds of the loan described above to Fund 0206 as provided in the attached budget request for Budget Transfer. **Four/fifths required roll call vote**

### Discussion and possible action.

## **Background:**

As reported to the BSCA Governing Board at the August 15, 2017 meeting, the CSA is currently in process of finalizing an Engineer's Report, which will recommend a rate increase, and which will allow the BCSA to operate with sufficient cash balances in the future.

This loan, in advance of the fee increase, will enable the CSA to meet its cash obligations, including paying off storm damage invoices to a local contractor, annual permit fees to the State of California, and monthly utility charges to keep the sewer system operational.

### **Recommendation:**

The Manager of BSCA respectfully recommends the Governing Board vote to:

1. Authorize a request to the Plumas County Board of Supervisors to borrow the sum of twenty six thousand dollars (\$26,000) for cash flow purposes, for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any and all documents

necessary on behalf of the District to evidence the loan and receive the loan proceeds; and

2. Appropriate the proceeds of the loan into the budget.

PLUMAS COUNTY ENGINEERING DEPARTMENT  
555 Main Street • Quincy, CA 95971 • (530) 283-6209 • Fax (530) 283-6134  
*Robert A. Perreault, Jr., P.E.* *County Engineer*

4A

**AGENDA REQUEST**

For the September 5, 2017 meeting of the Plumas County Board of Supervisors

August 28, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, County Engineer



Subject: Approve a Loan from the General Fund to the Beckwourth Community Services Area in an amount not to exceed twenty six thousand dollars (\$26,000), to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any documents necessary on behalf of the District to evidence the loan and receive the loan proceeds

Discussion and possible action.

**Background:**

The Beckwourth Community Services Area needs a loan from the General Fund until such time that a pending rate increase is finalized.

This loan, in advance of the rate increase, will enable the CSA to meet its cash obligations, including paying off storm damage invoices to a local contractor, annual permit fees to the State of California, and monthly utility charges to keep the sewer system operational

**Recommendation:**

The County Engineer respectfully recommends that the Board of Supervisors vote to authorize a loan to the Beckwourth Community Services Area in the amount of twenty six thousand dollars (\$26,000) for cash flow purposes, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any documents necessary on behalf of the District to evidence the loan and receive the loan proceeds.



4B

## PLUMAS COUNTY COORDINATING COUNCIL

C/O 1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

### AGENDA REQUEST

for the September 5, 2017 meeting of the Plumas County Board of Supervisors

August 28, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Chair, PCCC

Subject: Report by the PCCC Subcommittee on Enhancing National Forest  
Attendance/Participation at PCCC Meetings; discussion and possible  
action.

*Robert A. Perreault*

### BACKGROUND

The Plumas County Coordinating Council has been dormant during recent months while its "Subcommittee on Enhancing National Forest Attendance/Participation at PCCC Meetings" has been exploring options and conducting discussions with National Forests staffs, all with a goal of increasing the usefulness of the PCCC structure for the benefit of the County as well as the National Forests.

The next PCCC Meeting is scheduled to be conducted on Thursday, September 7, 2017.

The Subcommittee is comprised of PCCC Chair Bob Perreault, PCCC Vice Chair Randy Wilson and Supervisor Sherrie Thrall.

The Subcommittee will report to the Board of Supervisors on the revisions to the operation of the Plumas County Coordinating Council that are scheduled to take effect at the September 7, 2017 meeting of the PCCC.



GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

# Office of the Sheriff

## Office of Emergency Services

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

4c1

**DATE:** August 14, 2017  
**TO:** Honorable Board of Supervisors  
**FROM:** Gregory J. Hagwood  
Sheriff / Director Office of Emergency Services  
**RE:** Agenda item for meeting September 5, 2017

**Recommended Action:**

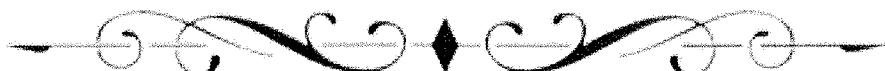
Receive recognition of accomplishments for Public Service for Dale Knutsen, Lake Almanor resident.

**Background:**

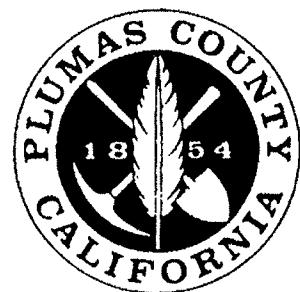
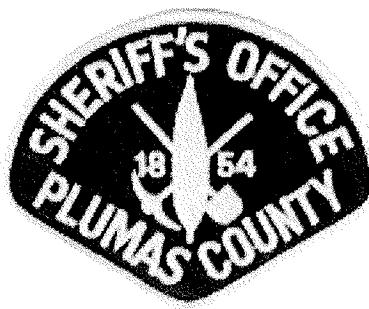
Plumas County Office of Emergency Services would like to present an award to Dale Knutsen for 20 years of continued outstanding public service in the area of emergency preparedness and Firewise Education within the Lake Almanor Basin.

If you have any questions, please don't hesitate to contact Nick Dawson at 283-7438 or me at 283-6389.

*Presented to*  
**Dale Knutsen**



In recognition of your outstanding  
public service and dedication to  
emergency preparedness and  
Firewise education within the Lake  
Almanor Basin



Plumas County Sheriff's Office  
Office of Emergency Services  
2017



# Office of the Sheriff

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

4c2

GREGORY J. HAGWOOD  
SHERIFF/CORONER

**DATE:** **August 21, 2017**

**TO:** **Honorable Board of Supervisors**

**FROM:** **Sheriff Gregory Hagwood**

**RE:** **Agenda Item for the meeting of Sept. 5, 2017**

**Recommended Action:**

Review and authorize the Sheriff to administer the private entity grant, specifically Pacific Gas and Electric, for communication equipment in the amount of \$20,000 and sign resolution to that affect.

**Background and Discussion:**

Pacific Gas and Electric (PG&E) Public Affairs Representative Joe Wilson, contacted the Sheriff on Aug 17, 2017 and offered a one-time grant for communications based funds to help the County's emergency response. The deadline for filling out the application was the next day, Aug. 18, 2017.

The Sheriff's Office/OES maintains projects and pricing specifically for unused or short application type funding allowing us to take best take advantage of the opportunities that occasionally present themselves. This is one of those cases. The application was done using PG&E's online system which does not allow for an actual printed application, thus one is not included in this agenda request. There was an application acknowledgement that came from PG&E that is attached.

The plan for this funding is to replace an aging fire repeater on Red Hill near Belden. This would have the most positive impact for PG&E because of the many hydro operations they have in the Red Hill coverage area, thus making the funding better fit their parameters.

PG&E desires to attend your Sept. 12th BOS meeting to present the funds to Plumas Co. A second agenda request is being filed with the Clerk of the Board for that meeting.

## Mike Grant

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**From:** PG&E Community Relations <mail@grantapplication.com>  
**Sent:** Friday, August 18, 2017 12:52 PM  
**To:** mgrant@pcso.net  
**Subject:** Your Submitted PG&E Online Donation Application

Dear Applicant:

Thank you for submitting a donation application to PG&E's Better Together Giving Program. Your application 129342 has been submitted successfully. We appreciate the time that you have taken to complete this.

### IMPORTANT NEXT STEP:

In order to finalize your submission, you must forward this confirmation email to your PG&E Giving Representative with whom you have discussed this proposal. This is the PG&E individual you selected in your application.

We plan to review your application during the next few weeks. Please do not reply to this email; we will contact you if we have any questions.

Again, thank you for your interest in PG&E's Better Together Giving Program.

PG&E Community Relations

PG&E - DONATION APPLICATION - 2017 129342

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

**Resolution of the Board of Supervisors of Plumas County**

*BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
THAT:*

SHERIFF- CORONER/OES DIRECTOR

The Sheriff-Coroner is hereby authorized to execute for and on behalf of the County of Plumas, Office of Emergency Services, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining private financial assistance for communications based equipment provided by Pacific Gas and Electric, specifically application #2017-129342.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

***Certification***

I, \_\_\_\_\_, duly appointed,

and Clerk of the Board of the Plumas County Board of Supervisors do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Supervisors of the County of Plumas on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Official Position)

\_\_\_\_\_  
(Signature)



# Office of the Sheriff

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

4c3

GREGORY J. HAGWOOD  
SHERIFF/CORONER

**DATE:** **August 16, 2017**

**TO:** **Honorable Board of Supervisors**

**FROM:** **Sheriff Gregory Hagwood**

**RE:** **Agenda Item for the meeting of Sept. 5, 2017**

**Recommended Action:**

Authorize the Sheriff to sign and administer the 2017 Emergency Management Performance Grant (EMPG) for \$129,058 on behalf of Plumas County. The Board also needs to approve and the Chair sign the attached resolution on behalf of Plumas County.

**Background and Discussion:**

The EMPG Program has been in effect for about 15 years. Each year the State Office of Emergency Services, who governs the grant at the local level, releases an allocation that Plumas County is able to secure. This grant pays for essentially all the labor costs of the local Office of Emergency Services and also allows funding for repairs of equipment, including replacement, and leases/rents for public safety communication infrastructure.

As your Board is aware, the OES function has moved to the Sheriff's Office and, thus the responsibility for the EMPG program. Unfortunately over the past number of years, the County was not able to secure the entire allocation due to the requirement of a 50% match. The Sheriff's Office has already identified a number of functions, which have been approved by the state, that meet the match requirement, therefore this year, like last, the entire State funding allocation can be captured.

This year there are a number of on-going work requirements, such as updating the County Emergency Operations Guide, that must be completed or part of a "work in progress" plan. The Sheriff's Office is currently well suited to meet these needs and has assured staff has attended training for the local

management of the grant. This program mirrors another OES funding opportunity that is under the Sheriff's Office, the State Homeland Security Grant (SHSG) program, making management that much easier.

This year the California Office of Emergency Services requests all sub-grantees (such as Plumas County) create a universal Governing Body Resolution (GBR). This resolution covers all EMPG and SHSG awards for a three-year period. The state has found that grant specific (single year) resolutions have been problematic for their grants management staff, necessitating this change. Also by using a universal GBR, the County would be in a much better position to acquire residual funds that other jurisdictions fail to use. Without the universal GBR, it would be almost impossible to get these additional funds.

Additionally State OES requests that the universal GBR have an authorized agent referred to by position, vs. by name. This allows more fluid grants management, should there be a personnel change locally to a specific position. The last area of note is at least three of the five board members must remain in office to keep the universal GBR valid. If this number is not met in a given year, the Sheriff's Office will return to the BOS for a new resolution.

It is the Sheriff's Office plan to come to your Board each year with the new grant application and seek approval for the process and associated budget, just like has been done in the past. This will keep your Board aware of developments and possible extra funding opportunities that may present themselves. The only real difference in this long accepted process for local approval will mean that the Board does not need to sign a resolution each year.

The 2017-1018 EMPG grant application is in the process of being completed and our staff is working closely with the State Office of Emergency Services in that effort. The grant closely mirrors what your Board approved last year and once complete, the Sheriff will return to the Board for its review and local budget needs.

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

**Resolution of the Board of Supervisors of Plumas County**

*BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
THAT:*

SHERIFF- CORONER or

UNDERSHERIFF

The Sheriff-Coroner or Undersheriff is hereby authorized to execute for and on behalf of the County of Plumas, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California for fiscal years 2017-2018, 2018-2019, and 2019-2020.

This includes, but is not limited to, Emergency Management Performance Grants or State Homeland Security Grants as managed through the California Governor's Office of Emergency Services (Cal OES). This resolution is valid for three years, as long as three of the five current board members remain on the Board.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

***Certification***

I, \_\_\_\_\_, duly appointed, and Clerk of the Board of the Plumas County Board of Supervisors do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Supervisors of the County of Plumas on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Official Position)

\_\_\_\_\_  
(Signature)



# Office of the Sheriff

## Office of Emergency Services

4c4

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** August 9, 2017  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of September 5, 2017

**It is recommended that the Board:**

Approve and authorize Sheriff to sign service agreement #PCSO00117 between the Plumas County Sheriff's Office (PCSO) and Emergency Communications Network, LLC/Onsolve, LLC.

Authorize the Sheriff to sign all future service agreements with Emergency Communications Network, LLC/Onsolve, LLC that are \$3,000.00 or less. Agreements exceeding \$3,000.00 will be brought back to the Board of Supervisors for their review.

Authorize the Auditor to pay invoice #ECN-027098 from Onsolve, LLC dated 06/20/17 in the amount of \$2,000.00.

**Background and Discussion:**

The term of this contract is 04/01/17 – 06/30/18. This purpose of this agreement is to provide the CODERED service for Plumas County. This service is crucial to public safety in the county. This service has been used effectively in the past during the winter floods and most recently during the Minerva Fire.

Residents are being urged to register for CODERED on the county website; however, the Sheriff's Office has not been able to pay the annual fee of \$2,000.00 for this service without an approved service agreement.

County Counsel will not approve the agreement as to form because of the attached reasons. The vendor is not going to revise a \$2,000.00 agreement for one small entity.

Emergency Communications Network, LLC/Onsolve, LLC has provided these services to the Sheriff's Office since 2013 using this same agreement and there have been no issues with this vendor.

From: Michelle Nasise [mailto:[mnasise@plelawfirm.com](mailto:mnasise@plelawfirm.com)]  
Sent: Wednesday, August 02, 2017 9:58 AM  
To: Snyder, Mari; Settemire, Craig  
Cc: Sophia Meyer; Michelle Fletcher; Margaret Long  
Subject: FW: Status Update: SA w/Emergency Communications Network re CodeRED  
NEXT reverse 911 notification system #17-306

Good Morning,

I apologize for the delay in getting a response to you with regard to contract 17-306. My primary concern with the license agreement is that it is very one-sided and seems to impose all responsibilities and liabilities on the County, without any mutual consideration from the Licensor-CODERed. I have reviewed the contract and have several concerns, which I've outlined below:

1. (#8) Termination clauses should be mutual. As it's currently written, Plumas County is responsible for payment of entire contract regardless of who terminates contract and/or basis of termination (even if breach by Licensor). Consider standard language from previously approved (by Plumas BOS) contracts:

a. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

2. I would add "Amendment" and "License & Permit" clauses for mutual benefit and protection of both parties. Consider standard language from previously approved (by Plumas BOS) contracts:

a. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

b. Licenses and Permits. Licensor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Licensor to practice its profession and to perform its duties and obligations under this Agreement. Licensor represents and warrants to County that Licensor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Licensor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

3. (#9) Disclaimers are only for the benefit of Licensor and makes Plumas liable for anything & everything that may arise. Licensor disclaims any warranties, etc. and only offers its service "as is." There needs to be mutual indemnification, and they need to at least warrant their service. Consider standard language from previously approved (by Plumas BOS) contracts:

a. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Licensor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and

court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, omission or negligence of Licensor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Licensor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

b. **Warranty and Legal Compliance.** The services provided under this Agreement are nonexclusive and shall be completed promptly and competently. Licensor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Licensor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

4. (#10) **Appropriate Use of Service-** same comments as above.

5. (#15) **Entire Agreement-** why is there a reference to agreements from April 2016? This contract is to commence April 2017. Consider standard language from previously approved (by Plumas BOS) contracts:

a. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

6. (#22) **Non-Appropriation of Funds-** Plumas is responsible to pay entire amount of contract regardless of whether it properly terminates the contract with notice, and is not entitled to any refunds whatsoever, nor is Licensor required to do anything (or provide the services paid for). Consider standard language from previously approved (by Plumas BOS) contracts:

a. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Licensor or furnish any other consideration under this Agreement and Licensor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Licensor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Licensor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

7. **Exhibit A-** all money due under the terms of the agreement were already due in full (July 1, 2017).

**CODERED NEXT SERVICES AGREEMENT**  
DeltAlert/ECN Transition Services Agreement

This CodeRED® NEXT Services Agreement ("Agreement") is made and effective as of April 1, 2017 (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 780 W. Granada Boulevard, Ormond Beach, FL 32174 and Plumas County Sheriff's Office, a body politic and corporate of the State of California ("Licensee") located at 1400 Main Street, Quincy, CA 95971. The parties agree as follows:

**1. Definitions:**

- a) "Service" means Licensor's CodeRED® Emergency Notification System, which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications regarding matters of public interest and concern to targeted groups via an Internet-hosted software application.
- b) "Message" means any notification transferred through the Service by Licensor which is: (i) a verbal communication sent by telephone equal to one minute or less of connection time; or (ii) a text message having one hundred forty (140) characters or less. Any notification which exceeds these limits will count as more than one Message. By way of example: (i) a verbal communication sent via telephone which results in a connected call of three minutes shall equal three Messages; (ii) a verbal communication sent via telephone which results in a connected call of three minutes and one second shall equal four Messages; (iii) a text message which consists of 140 characters shall equal one Message; and (iv) a text message which consists of 141 characters shall equal two Messages.

**2. License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service for Licensee's own purpose, in accordance with the terms of this Agreement. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes. Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to fifteen (15) unique System Administrator user name(s) and password(s).

**3. Functionality:**

- a) The Service provides Licensee the ability to access pre-defined geographically selected calling areas or listed databases via an Internet-based software application. Licensee's database(s) shall be limited by Licensor to the geographic boundaries (determined by Lat/Lon coordinates) of Plumas County, California (the "Calling Area"). The Service will also allow Licensee to utilize an interactive voice response telephone service to record messages and initiate call out projects. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.
- b) As an added benefit to the Licensee, the Service has the ability to transmit Messages at double the capacity. In the event Licensee desires to double its capacity, it may send Messages using the Turbo feature included in the Service. Licensee understands and agrees that any Messages sent through the Service using the Turbo feature will use 2x the standard amount of Messages, as defined in paragraph 1.b.

**4. Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that it will purchase prepaid Messages for the Service. Licensee further understands and agrees that whenever Licensee utilizes the Service, those Messages sent by Licensee, as set forth in 1.b, will be deducted from the balance of Messages remaining in Licensee's Messages account or bank. Payment for the Service or additional Messages is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 780 W. Granada Boulevard, FL 32174.

**5. Term:** This Agreement, and the License extended herein, will continue for a period of one (1) year and ninety-one (91) days (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and any Renewal Term, collectively, the "Term") or as otherwise set forth herein, Licensee's access to the Service will be terminated and all Messages remaining in its Messages bank shall transfer solely to Licensor.

**6. Contract Extension:** On completion of the Initial Term and each Renewal Term, this Agreement may extend for additional **one (1) year** periods (each a "Renewal Term"). If activated, this contract extension provision will continue to extend the Agreement period by one (1) additional year at the end of the Initial Term and each Renewal Term. Licensee's extension of the Agreement for a Renewal Term shall be deemed activated upon Lessor's acceptance of any of the following prior to the end of the Initial Term or then-current Renewal Term: Lessor accepts a renewal letter, electronically or hard copy, from Licensee; Lessor accepts a Purchase Order for payment of the Service for one additional year from Licensee; or Lessor accepts payment from Licensee for one additional year of the Service.

In the event the Agreement is renewed, such renewal shall trigger the following events on July 1<sup>st</sup> of each year, commencing as of July 1, 2018:

- a) Licensee's Message bank will be replenished to the annual **10,000** Message balance;
- b) Lessor will update its systems to extend the active software License and associated pass codes for **one (1)** additional year of use;
- c) Lessor will invoice Licensee for **one (1)** additional year of Service at the rate of **two thousand dollars (\$2,000)**; and
- d) Licensee agrees to pay the additional fees set forth in this paragraph for each Renewal Term upon ROI from Lessor, subject to the terms as set forth in paragraph 4.

Licensee understands and agrees that its failure to extend the Agreement pursuant to this section may result in increased costs for the Service in the event that Licensee requests Lessor to provide any services to Licensee after the expiration of the Term.

**7. Message Bank Refill Feature:** The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid Messages in Licensee's Message bank. In the event that Licensee exhausts its remaining Messages, Lessor will immediately refill Licensee's Message bank with a block of **1,000** Messages, and will invoice Licensee for this block of Messages at the Additional Message price as indicated in Exhibit A. Licensee shall pay Lessor for all Additional Message blocks upon ROI, subject to the same terms as set forth in paragraph 4. Licensee understands and agrees that it is required to maintain a Message balance in its Message bank at all times, and agrees to purchase Additional Message blocks as needed in order to maintain a positive Message balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its Messages.

**8. Termination:**

- a) Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Lessor and Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.
- b) Lessor, in its sole discretion, may terminate this Agreement immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded and all fees then-due shall be paid in full by Licensee.
- c) Licensee, in its sole discretion, may terminate this Agreement: i) for any reason by providing no less than 30 days advance written notice, and in such case, no fees paid hereunder shall be refunded and all fees then-due shall be paid in full by Licensee; or ii) immediately, and without further notice, as a result of Lessor's breach of this Agreement, and in such case, Lessor will refund to Licensee an amount equal to the lesser of the monthly-prorated balance of the annual fee based on the number of days left in the Term of the Agreement or the value of the balance of Messages in Licensee's Message bank as calculated by multiplying the remaining Messages by the additional Message price on Exhibit A.

**9. Disclaimer:** Lessor warrants that the Service, or any materials provided by Lessor in association with the Service, does not infringe on any valid and enforceable intellectual property rights of any third party. In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Lessor has been advised of the possibility of such damages) shall Lessor, its officers, directors, managers, members, employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the

cumulative liability of Lessor for any and all claims relating to the Service provided by Lessor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Lessor. Except as otherwise set forth in this paragraph, the Service is provided as-is, and Lessor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose. Licensee recognizes that once email and text messages have been released from Lessor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Lessor cannot guarantee the delivery of email and text messages to a recipient.

**10. Appropriate Use of The Service:** Licensee agrees to: maintain its user name(s) and password(s) as private and confidential information; to use the Service in a way that conforms with all applicable laws and regulations; and to ensure that no calls are initiated such that the same call is delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Lessor's systems or networks. Licensee controls message creation, content and delivery; accordingly, Licensee agrees that Lessor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee, and Licensee agrees to defend, indemnify and hold harmless Lessor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable federal, state, and local laws, and any rules or regulations promulgated thereunder, regarding outbound telemarketing, including but not limited to the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud Abuse and Prevention Act, and laws regarding prerecorded messages and automated dialing. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Lessor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.

**11. Security:** Lessor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Lessor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Lessor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Lessor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.

**12. Ownership and Copyright:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology. Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Lessor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Lessor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.

**13. Confidentiality:** Lessor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Lessor, any confidential data and files. Data collected by Lessor will remain secured on Lessor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Lessor shall develop and maintain a database of such information, along with other information privately developed by Lessor (the "Data"). Licensee acknowledges and agrees that Lessor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Lessor shall disclose to Licensee certain confidential, proprietary trade secret information of Lessor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans.

Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Lessor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Lessor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Lessor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Lessor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Lessor.

**14. Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Lessor of the error, Lessor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Lessor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Lessor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.

**15. Entire Agreement:** As of the Effective Date herein, this Agreement supersedes all prior understandings or agreements, including without limitation that certain CodeRED® NEXT Services Agreement by and between Licensee and Lessor effective April 1, 2016, whether oral or written, on the subject matter hereof between the parties, provided however, that all fees due under the Prior Agreement prior to the Effective Date herein shall be paid in full to Lessor, and that a failure to pay same shall constitute a breach of this Agreement. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Lessor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

**16. Notices:** All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to Lessor: Emergency Communications Network, LLC, 780 W. Granada Boulevard, Ormond Beach, FL 32174

As to Licensee: Plumas County Sheriff's Office, Attn: Mike Grant/Deputy Sheriff, 1400 Main Street, Quincy, CA 95971.

Either party may change the address provided herein by providing notice as set forth in this paragraph.

**17. General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted, prior to the initiation of any litigation or other legal proceeding, to non-binding mediation according to the rules and regulations of, and administered by, the commercial mediation division of the American Arbitration Association, and that any agreement which is executed by both parties during such mediation may be enforced in any court of competent jurisdiction. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in a Court of first jurisdiction and all Courts of Appeal.

**18. Interpretation, Severability and Survival:** In the event any provision of this Agreement is determined by a court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

**19. Counterparts and Construction:** This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

**20. Governing Law:** The laws of the State of California shall govern the Agreement.

**21. Insurance:** Licensor agrees to maintain the following insurance coverage throughout the Term of this Agreement:

- a) General liability coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
- b) Automobile liability coverage (including non-owned automobiles) with a combined single limit of one million dollars (\$1,000,000).
- c) Workers Compensation insurance in accordance with applicable state law.

If requested by Licensee in writing, Licensor shall furnish a certificate of insurance satisfactory to Licensee as evidence that the insurance required above is being maintained. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Licensee reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Licensor's general liability and automobile liability insurance shall be primary insurance as respects the Licensee, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the Licensee, its officers, officials, employees, representatives and agents shall be in excess of the Licensor's insurance and shall not contribute with it. Licensor shall require that each of its subcontractors (if any) maintain insurance meeting all of the requirements of this section.

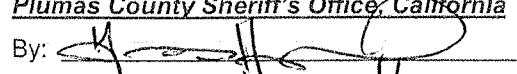
**22. Non-Appropriations of Funds:** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect, provided however, in such event, Licensee agrees to provide a minimum of thirty (30) days' notice to Licensor of its intent to terminate the Agreement as of the commencement of Licensee's next fiscal year. In this event, the Licensee shall have no liability to pay any further funds whatsoever to Licensor or furnish any other consideration under this Agreement and Licensor shall not be obligated to refund any fees pre-paid by Licensee nor perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the Licensee shall have the option to either cancel this Agreement with no further liability incurring to the Licensee, or offer an amendment to Licensor to reflect the reduced amount available to the program. In such event, Licensor shall not be obligated to refund any fees pre-paid by Licensee. Licensee further agrees that it shall not terminate the Agreement pursuant to this paragraph in the event funds are appropriated for a similar or competing service to the Service provided by Licensor. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Licensor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

**23. Legal compliance:** Notwithstanding anything to the contrary in the Agreement, Licensor agrees that Licensee's compliance with the California Public Records Act shall not constitute a breach of the Agreement.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the date(s) indicated below.

**Licensee:**

Plumas County Sheriff's Office, California

By: 

Printed Name: Gregory Hartman

Title: SHERIFF

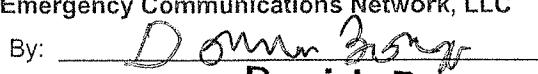
Date: 5/22/17

Emergency Communications Network, LLC  
CodeRED® NEXT Services Agreement

Page 5 of 6

**Licensor:**

Emergency Communications Network, LLC

By: 

Printed Name: Dominic Bongo

Title: CFO

Date: 6/19/17

Initials

Licensor 

Licensee \_\_\_\_\_

## EXHIBIT A

**One (1) year and ninety-one (91) day**  
Discount CodeRED NEXT Service Agreement **\$ 2,498.63**

Payment for the Initial Term is due in two (2) installments as follows:

\$ 498.63 due on or before April 1, 2017  
\$2,000.00 due on or before July 1, 2017

Initial ninety one (91) day period will include up to <u>2,493</u> Messages.	
Each subsequent one (1) year period will include up to <u>10,000</u> Messages.	<u>\$ Included</u>
Additional Messages	<u>\$ 0.06 per Message</u>
Email	<u>\$ No Charge</u>
Up to <u>15</u> CodeRED System Administrator pass codes Please contact Licensor regarding additional System Administrator pass codes.	<u>\$ Included</u>
Initial Upload of Licensee Supplied Database	<u>\$ Waived</u>
Commercial and Residential Data Upload	<u>\$ Call for Pricing</u>
One (1) CodeRED distance training session Additional distance training sessions may be purchased for <u>\$150.00</u> per hour (one hour minimum). Additional in-person training sessions may be purchased for <u>\$1500.00</u> per trainer, per day, plus all travel, ground transportation, and lodging expenses.	<u>\$ Included</u>
<b>Licensee Supplied Database:</b> Licensor agrees to provide Licensee with up to four (4) Licensee-supplied data updates ("Data Updates") per Initial Term or Renewal Term. In the event more than four (4) Data Updates are requested in the Initial Term or any Renewal Term, a service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any additional Data Updates or any other data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.	
<b>Annual System Maintenance, including all Software Upgrades</b>	<u>\$ No Charge</u>

**Professional Services Upon Request:** \$135/hour

Licensor shall perform professional services as requested from time to time by Licensee in its sole discretion.



# Office of the Sheriff

## Office of Emergency Services

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

405

## Memorandum

**DATE:** August 28, 2017

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

A handwritten signature in black ink that appears to read "DAG".

**RE:** Agenda Item for the meeting of September 5, 2017

### **RECOMMENDATION:**

Authorize the Sheriff to pay the US Forest Service PG&E invoice statement, of \$1,782.45 for the month of July 2017, for the Claremont Peak Communication Site. In addition, authorize the Sheriff to pay subsequent Claremont Peak Communications Site PG&E invoice statements until site is transferred to Plumas County by Special Use Permit.

### **BACKGROUND & DISCUSSION:**

Claremont Peak Communications Site is an integral component in the network of the Plumas County Sheriff, Fire, and Med-Com communications systems. Without this site, communications with Sheriff's Office, Fire Departments, and Ambulance Personnel would be adversely effected. This PG&E invoice statement and subsequent invoice statements must be paid to ensure communications are seamless to these Public Safety entities.

The Plumas County Sheriff's Office has been pursuing a Special Use Permit from the US Forest Service to obtain ownership of the site and power supply to the Claremont Peak. The process is very close to being complete, however, the US Forest Service finds itself unable to pay this and future PG&E invoice statements. The Plumas County Sheriff's Office has and will continue to benefit from the PG&E invoice statements being paid in a timely and seamless manner.

The Sheriff's Office will have the ability to recapture approximately 95% of the PG&E invoice statements through billing other entities that benefit from the Claremont Peak Communications Site.

# 7-DAY NOTICE

www.pge.com/MyEnergy

Account No: 5216271047-0  
Statement Date: 08/08/2017  
Due Date: 08/16/2017

## Service For:

US FOREST SERVICE  
912 E MAIN ST  
QUINCY CA 95971

## Your Account is Past Due



Please pay \$1,782.45 by 08/16 to avoid service termination.

## Account Summary

Past Due Amount (Please Pay by 08/16)	\$ 1,782.45
Current Charges	0.00
<b>Total Account Balance</b>	<b>\$ 1,782.45</b>

## Ways To Pay:



By Mail



[www.pge.com/  
MyEnergy](http://www.pge.com/MyEnergy)



Local Office:  
435 MAIN ST  
QUINCY CA 95971



1-877-704-8470  
24 Hours per day, 7  
days per week

Neighborhood Payment Center:  
<http://www.pge.com/mypaycenter>

Dear Customer:

Our records indicate that your account has an overdue balance. To avoid disconnection of your utility service, please pay the past due amount of \$1,782.45 **on or before 08/16/2017**. For assistance or to make a payment, please contact Customer Service at 1-800-468-4743. We are available to help you. If full payment has already been made or a payment arrangement established, thank you, and please disregard this notice.

Payment can be made in a variety of fee/no fee options by phone or in person at our local offices, kiosks or neighborhood payment centers. To pay by phone using an ATM/debit card (with the STAR, ACCEL, PULSE or NYCE symbol), or electronic check, call 1-877-704-8470 at any time. A small convenience fee will be charged by an independent service provider. For more information, please visit [www.pge.com/waystopay](http://www.pge.com/waystopay). You must bring a copy of your PG&E bill with you, if you pay at a NPC. If service is terminated after full payment is made, call us at 1-877-PGE-5950. Have your NPC receipt available.

**If your utility service is terminated, a re-connection charge will be required and you will be required to pay all past due amounts before service is restored. In addition, a deposit may be required to re-establish your credit.**

Please see important customer information on the back of this notice.

Please return this portion with your payment. No staples or paper clips. Do not fold. Thank You.

9990521627104700000000000000178245



Account Number:	Due Date:	Amount Due:	Amount Enclosed:
5216271047-0	08/16	\$1,782.45	\$

06945003404 01 AB 0.40 9 3404 1

US FOREST SERVICE  
ATTN: SUSAN BARRON  
159 LAWRENCE ST  
QUINCY CA 95971 9489

PG&E  
BOX 997300  
SACRAMENTO, CA 95899-7300



4D

## MEMO

**TO:** The Honorable Board of Supervisors

**FROM:** Nicholas Poole, Assistant Risk Manager

**DATE:** September 5, 2017

**SUBJECT:** Determination of Dwight Cline's Application for Industrial Disability Retirement

### **Background**

On March 8, 2017 risk management received notice from CalPERS, that Dwight Cline applied for industrial disability retirement based upon his heart condition. According to Government Code sections 21154 and 21156, the Plumas County Board of Supervisors is responsible for determining if Mr. Cline is substantially incapacitated either physically or mentally based on competent medical opinion.

Two resolutions are presented for the Board of Supervisors consideration: one which grants industrial disability retirement to Mr. Cline and the other resolution denies. The purpose for this memo is to advise the Board of Supervisors on a determination of Mr. Cline's request for industrial disability retirement.

### **Analysis**

Mr. Cline's injury was determined to be industrially caused. However, after further review of Mr. Cline's medical records, no medical opinion was observed which supports Mr. Cline being substantially incapacitated either physically or mentally. Mr. Cline returned to his full and regular duties without permanent restrictions; he continued to work for about another three years. Mr. Cline elected to retire absent documented physician opinion of him being substantially incapacitated, either physically or mentally.

### **Recommendation**

Risk management recommends adoption of the resolution which denies Mr. Cline industrial disability retirement. The reason being, there is no competent medical opinion observed which supports Mr. Cline being substantially incapacitated either physically or mentally.

**RESOLUTION NO. 2017 - \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF COUNTY OF PLUMAS DENYING  
INDUSTRIAL DISABILITY RETIREMENT FOR  
MR. DWIGHT L. CLINE  
(Section 21156, Government Code)**

**WHEREAS**, the County of Plumas (hereinafter referred to as Agency) is a contracting agency of the Public Employees Retirement System; and

**WHEREAS**, the Public Employees Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as local safety member is disabled for purposes of the Public Employees Retirement Law and whether such disability is "industrial" within the meaning of such Law; and

**WHEREAS**, Mr. Dwight L. Cline who was employed by the Plumas County Sheriff's Department in the position of Sheriff's Special Operations Sergeant, has filed an application for Industrial Disability Retirement with the California Public Employees Retirement System (hereinafter referred to as (CalPERS); and

**WHEREAS**, Mr. Dwight L. Cline retired under Service Retirement after applying for his industrial disability retirement.

**NOW, THEREFORE BE IT RESOLVED:**

That the Board of Supervisors of Plumas County hereby find and determine that Mr. Dwight L. Cline is not incapacitated within the meaning of the Public Employees' Retirement Law for performance of his duties in the position of Sheriff's Special Operations Sergeant; and

**BE IT FURTHER RESOLVED THAT**, the Board of Supervisors determined that Mr. Cline is not eligible for Industrial Disability Retirement under the meaning of the Law through the course of his employment.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 5<sup>th</sup> day of September 2017, by the following vote:

AYES:              Supervisors  
NOES:              Supervisors  
ABSENT:            Supervisors

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Chair, Board of Supervisors

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Clerk of the Board

**RESOLUTION NO. 2017. - \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF COUNTY OF PLUMAS TO APPROVE  
INDUSTRIAL DISABILITY RETIREMENT OF**

**MR. DWIGHT L. CLINE  
(Section 21156, Government Code)**

**WHEREAS**, the County of Plumas (hereinafter referred to as Agency) is a contracting agency of the Public Employees Retirement System; and

**WHEREAS**, the Public Employees Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as local safety member is disabled for purposes of the Public Employees Retirement Law and whether such disability is "industrial" within the meaning of such Law; and

**WHEREAS**, Agency makes this determination based on competent medical opinion; and

**WHEREAS**, Agency makes this determination not as a substitute for the disciplinary process; and

**WHEREAS**, Mr. Dwight L. Cline was employed by the Plumas County Sheriff's Department in the position of Sheriff's Special Operations Sergeant, and filed an application for industrial disability retirement with the California Public Employees Retirement System (hereinafter referred to as CalPERS); and

**WHEREAS**, Mr. Dwight L. Cline filed a worker's compensation claim for his heart condition; and

**WHEREAS**, Mr. Dwight L. Cline's heart condition is accepted as industrially caused; and

**WHEREAS**, Mr. Dwight L. Cline's heart condition is not the result of a third-party's negligent or intentional act; and

**WHEREAS**, Mr. Dwight L. Cline's heart condition is determined permanent and stationary as of January 10, 2014 per his agreed medical examiner's report; and

**WHEREAS**, Agency determines Mr. Dwight L. Cline to be substantially incapacitated as evidenced in his agreed medical examiner's report; and

**WHEREAS**, Mr. Dwight L. Cline retired on June 6, 2017.

**NOW, THEREFORE BE IT RESOLVED:**

That the Board of Supervisors hereby find and determine that Mr. Dwight L. Cline is incapacitated within the meaning of the Public Employees' Retirement Law for performance of his duties in the position of Sheriff's Special Operations Sergeant; and

**BE IT FURTHER RESOLVED THAT**, the Board of Supervisors find and determine that such disability is a result of injuries or disease arising out of and in the course of employment.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 5<sup>th</sup> day of September 2017, by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors

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Chair, Board of Supervisors

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Clerk of the Board



452

David Lile  
County Director, Livestock & Natural Resources Advisor  
office: (530) 283-6270 fax: (530) 283-6088  
208 Fairground Road  
Quincy, CA 95971  
dffile@ucanr.edu  
<http://ucce-plumas-sierra.ucdavis.edu>

**Date:** August 25, 2017

**To:** Honorable Board of Supervisors

**From:** David Lile, County Director  
Plumas-Sierra Cooperative Extension

**Re:** Plumas Sierra Cooperative Extension Program Update  
Renew Amendment No. 3 to Agreement between County of Plumas and Regents of the University

**Recommendation:** Approve and authorize the Chair to sign the renewal of the Amendment No. 3 to Agreement No Y14-2441 between County of Plumas and The Regents of the University of California.

**Background and Discussion:** Article II of the Agreement entered into on December 24, 2014, by and between The County of Plumas and The Regents of the University of California must be amended to extend the period of performance and provide additional funding under Article 1 of the Agreement.



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

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



4F

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

**DATE:** September 5, 2017

**TO:** Honorable Board of Supervisors

**FROM:** Erin Metcalf, Chief Probation Officer

**SUBJECT:** Community Corrections Partnership (CCP) Public Safety Realignment  
Budget for 2017-2018

**Recommendation:**

Accept the Recommendation from the Executive Committee of the Community Corrections Partnership (CCP) to approve Public Safety Realignment Budget for 2016-2017.

**Background:**

On August 24, 2017, the Executive Committee voted on recommended funding for partner agencies and community based agencies totaling \$980,190.89 for the 2017-2018 budget year. It is respectfully recommended that the Board of Supervisors approve the funding recommendation.

**Plumas County CCP Budget**  
**Funding Recommendations FY 17/18**

**Executive Partners**

Plumas County Sheriff's Department	Requested	\$537,245.89
	Recommended	<b>\$537,245.89</b>
Plumas County Probation Department	Requested	\$323,458.00
	Recommended	<b>\$207,885.00</b>
Plumas County District Attorney	Requested	\$65,097.00
	Recommended	<b>\$65,097.00</b>
Plumas County Behavioral Health - RFP rescinded by Director Brunson		<b>\$0.00</b>

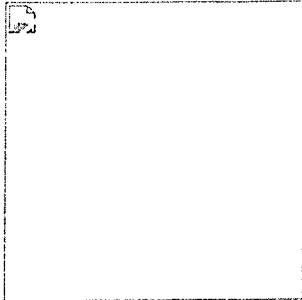
**Community Based Agencies**

Plumas County Literacy Program	Requested	\$37,939.00
	Recommended	<b>\$37,939.00</b>
Alliance for Workforce Development	Requested	\$25,000.00
	Recommended	<b>\$25,000.00</b>
PCIRC - Pathways Home	Requested	\$41,200.00
	Recommended	<b>\$41,200.00</b>
PCIRC - Ohana House	Requested	\$45,000.00
	Recommended	<b>\$45,000.00</b>
PCIRC - 24/7 Dad	Requested	\$20,824.00
	Recommended	<b>\$20,824.00</b>

<b>Allocations from State (Conservative Estimate) for FY 17/18</b>	<b>\$700,000.00</b>
<b>Fund Balance as of 6/30/17</b>	<b>\$722,193.00</b>
<b>Grand Total of Estimated Funds Available</b>	<b>\$1,422,193.00</b>
<b>Maintained Reserve</b>	<b>-\$400,000.00</b>
<b>Total Estimated Funds Available for FY 17/18</b>	<b>\$1,022,193.00</b>
<b>Total Amount Awarded/Recommended for FY 17/18</b>	<b>-\$980,190.89</b>
<b>Balance after awards</b>	<b>\$42,002.11</b>

**Projected Fund Balance 6/30/18**

<b>Available funds less awards</b>	<b>\$42,002.11</b>
<b>Reserve</b>	<b>\$400,000.00</b>
<b>Total Projected Fund Balance 6/30/18</b>	<b>\$442,002.11</b>



## **COMMUNITY CORRECTIONS PARTERSHIP EXECUTIVE COMMITTEE**

Erin Metcalf, Chief Probation Officer  
Superior Court Judge Janet Hilde – Designee Deborah Norrie  
David Hollister, District Attorney  
Greg Hagwood, Sheriff  
Douglas Prouty, Public Defender  
Robert Brunson, Behavioral Health Director

AGENDA FOR SPECIAL MEETING OF AUGUST 24, 2017 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA  
[www.countyofplumas.com](http://www.countyofplumas.com)

### **MEETING MINUTES**



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. Auxiliary aids and services are available for people with disabilities.

### **STANDING ORDERS**

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

Present: [Play >>](#) David Hollister, Greg Hagwood, Erin Metcalf, Douglas Prouty, Bob Brunson, Debbie Norrie (Not present).

#### **Play >> PUBLIC COMMENT OPPORTUNITY**

None

### **ACTION AGENDA**

#### **Executive Committee**

1. [Play >>](#) 2017-2018 amended request for funding proposal; discussion and possible action.

**Motion:** Approve amendment to RFP as discussed to increase the funding proposal in the amount of \$5,097.00 for District Attorney overhead, **Action:** Approve, **Moved by** Greg Hagwood, **Seconded by** Douglas Prouty.

**Vote:** Motion carried by unanimous roll call vote (summary: Yes = 5).

**Yes:** Bob Brunson, David Hollister, Douglas Prouty, Erin Metcalf, Greg Hagwood.

2. [Play >>](#) Approve the CCP budget for FY 2017-2018 for submittal to the Board of Supervisors for approval; discussion and possible action.

**Motion:** Approve Budget Request for Fiscal Year 17/18 in the amount of \$235,060.00 for District Attorney, Workforce Alliance, PCIRC, and Literacy., **Action:** Approve, **Moved by** Greg Hagwood, **Seconded by** David Hollister.

**Vote:** Motion carried by unanimous roll call vote (summary: Yes = 5).

**Yes:** Bob Brunson, David Hollister, Douglas Prouty, Erin Metcalf, Greg Hagwood.

**Motion:** Approve Budget Request for Fiscal Year 17/18 in the amount of \$537,246.00 for Sheriff Office, **Action:** Approve, **Moved by** David Hollister, **Seconded by** Bob Brunson.

**Vote:** Motion passed (summary: Yes = 4, No = 1, Abstain = 0).

**Yes:** Bob Brunson, David Hollister, Douglas Prouty, Greg Hagwood.

**No:** Erin Metcalf.

Motion: Bob Brunson Motions to let the Probation Department receive full funding for Fiscal Year 17/18 in the amount of \$207,885.00 by donating all of Behavioral Health's RFP Request to the Probation Department.,, Action: Approve, Moved by Bob Brunson, Seconded by Douglas Prouty.  
Vote: Motion passed (summary: Yes = 3, No = 2, Abstain = 0).  
Yes: Bob Brunson, Douglas Prouty, Erin Metcalf.  
No: David Hollister, Greg Hagwood.

3. Play >> Consider request of the Chair not to meet for the month of September 2017; discussion and possible action.  
Vote: Motion carried by unanimous roll call vote (summary: Yes = 5).  
Yes: Bob Brunson, David Hollister, Douglas Prouty, Erin Metcalf, Greg Hagwood.

**ADJOURNMENT**

Adjourn meeting to Wednesday, October 18, 2017 at 2:00 p.m., Board of Supervisors Room 308, Courthouse, Quincy, California.



4G

## PLUMAS COUNTY PLANNING & BUILDING SERVICES

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

(530) 283-7011

**DATE:** September 5, 2017

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

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

**RE:** Cannabis Ordinance Development Update, Board Discussion and Direction.

The Cannabis Working Group has been meeting for several months. During this time the Cannabis Working Group developed a Draft Cannabis Ordinance, which is attached. As a part of the Cannabis Ordinance Development five (5) public outreach meetings were held in each of the Supervisorial Districts within the County to take public comment on the Draft Ordinance and to show the details of the public process to develop a Cannabis Ordinance for Plumas County, a copy of the Power Point Presentation for these meetings is attached. Public outreach meetings were conducted as follows:

- Greenville, July 13, 2017
- Chester, July 20, 2017
- Blairsden, July 27, 2017
- Portola, August 2, 2017
- Quincy, August 17, 2017

These meetings were well attended ranging from approximately 60 to 120 persons per meeting. There were County Supervisors at all of these meetings.

### Actions for Consideration

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

- I.      Received this Cannabis Ordinance Update.
- II      Discuss and give direction on the Cannabis Ordinance development.

Attachments:

Cannabis Working Group Draft Cannabis Ordinance

Power Point Presentation

# Plumas County Cannabis Ordinance - DRAFT



## TABLE OF CONTENTS

SECTION 1. Background and Findings	2
SECTION 2. Authority	3
SECTION 3. Purpose and Intent	3
SECTION 4. Scope	4
SECTION 5. Definitions	4
SECTION 6. Medical Marijuana Collectives	9
SECTION 7. Personal Cultivation - Specific Requirements	10
SECTION 8. Commercial Cannabis Permits	11
SECTION 9. Commercial Cultivation Permits – Specific Requirements	13
SECTION 10. Limitations on commercial cannabis total canopy size	22
SECTION 11. Cannabis Cultivation Permit Fee Schedule (Annual Renewal)	23
SECTION 12. Commercial Cultivation Permit Application Review	24
SECTION 13. Permit Inspection and Issuance	27
SECTION 14. Performance Standards	28
SECTION 15. Cultivation Site Inspections: Violations and Enforcement	31
SECTION 16. Cultivation Site Inspections and Appeals	31
SECTION 17. Commercial Non-Cultivation Permits – Specific Requirements	32
SECTION 18. Cannabis Dispensary Standards	34
SECTION 19: Dispensary On-site Consumption Permit	36
SECTION 20. Public Nuisance	36
SECTION 21. Attorneys' Fees	37
SECTION 22. Confidentiality	37
SECTION 23. Severability	37
SECTION 23. Zoning Matrix Summary	38

# Plumas County Cannabis Ordinance - DRAFT



## SECTION 1. Background and Findings

- A. In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code section 11362.5 and titled the "Compassionate Use Act of 1996").
- B. The intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to be able to obtain and use it without fear of criminal prosecution under limited, specified circumstances.
- C. In 2004, Senate Bill 420 was enacted (codified as California Health and Safety Code section 11362.7 et seq. and titled the "Medical Marijuana Program Act") to clarify the scope of the Compassionate Use Act of 1996. The Medical Marijuana Program Act allowed counties to adopt and enforce rules and regulations consistent with its provisions.
- D. In 2011, Assembly bill 2650 was enacted (codified as California Health and Safety Code section 11362.768). This law affirmed that counties can adopt ordinances that restrict the location and establishment of medical marijuana collectives and cooperatives.
- E. On October 9, 2015 Governor Brown signed into law the Medical Cannabis Regulation and Safety Act (MCRSA). The MCRSA is a package of three separate bills (AB 243, AB 266, and SB 643), enacted by the legislature on September 11, 2015 that established a comprehensive regulatory framework for the cultivation, production, transportation, testing, sale and taxation of medical marijuana in California.
- F. On June 1, 2016, the California State Assembly passed AB 2516 to refine the licensing structure established under the MCRSA. Recognizing that many cannabis farmers across California grow only a handful of plants on relatively small plots of land, this bill created a new license category, Type 1C, "specialty cottage". This license type allows for 2500 square feet or less of total canopy size for outdoor or mixed light cultivation, and 500 square feet or less of total canopy size for indoor cultivation.
- G. On November 8, 2016, California voters approved Proposition 64, the Adult Use of Marijuana Act (AUMA), allowing residents who are 21 and older to possess, transport, buy and use up to an ounce of cannabis for recreational purposes and allow individuals to grow as many as six plants.
- H. Pursuant to California Business and Professions Code section 19315(a), nothing in MCRSA shall be interpreted to supersede or limit existing local authority for law enforcement activity, enforcement of local zoning requirements or local ordinances, or enforcement of local permit or licensing requirements.
- I. This Ordinance is enacted, consistent with the Compassionate Use Act of 1996, the Medical Marijuana Program Act, the Medical Cannabis Regulation and Safety Act and the Adult Use

# Plumas County Cannabis Ordinance - DRAFT



of Marijuana Act to protect the public health, safety, and welfare of Plumas County residents in relation to cultivation and sales of marijuana.

- J. Unregulated Cannabis Cultivation has been shown to sometimes involve avoidance of environmental laws and regulations and resulted in the pollution of water and navigable waterways in the State of California. Unregulated cannabis cultivation can be harmful to the welfare of the surrounding community and its residents and constitute a public nuisance.
- K. The rights of qualified patients and adult users under State law to cultivate cannabis does not confer the right to create or maintain a public nuisance. By adopting the regulations contained in this chapter, the County will achieve a reduction in the harms caused or threatened by unregulated cultivation of cannabis in the unincorporated area of Plumas County.
- L. It is the purpose and intent of the Ordinance to implement State law by providing a means for regulating the cultivation of cannabis that is consistent with state law and which balances the needs of medical patients and responsible adult users, and promote the health, safety, and welfare of the residents and businesses within the unincorporated area of Plumas County.
- M. The County of Plumas realizes that allowing a closely regulated cannabis industry in the County has the potential to benefit its economy.
- N. Plumas County has the highest opioid overdose rates of any county in California. Research has shown that cannabis can reduce opioid addiction.
- O. Nothing in this Ordinance shall be deemed to conflict with federal law as contained in the Controlled Substances Act, 21 U.S.C. Section 841 or to license any activity that is prohibited under said Act except as mandated by State law.
- P. Nothing in this Ordinance shall be construed to: (1) allow persons to engage in conduct that endangers others or causes a public nuisance, or (2) allow any activity relating to the cultivation, distribution, or consumption of cannabis that is illegal under state or federal law.

## SECTION 2. Authority

The Plumas County Board of Supervisors enacts this chapter pursuant to authority granted by Article XI Section 7 of the California Constitution, Sections 25845 and 53069.4 of the California Government Code and Section 11362.83(c) of the California Health and Safety Code.

## SECTION 3. Purpose and Intent

- A. The purpose and intent of this chapter is to establish land use regulations concerning the cultivation, manufacture, testing, distribution, transportation, and storage of cannabis within

Sunday, January 15, 2017

Page 3

**Commented [1]:** Plumas currently has 10.6% unemployment (820 people). The PCGC estimates there are 200 growers today and with the right ordinance, this could easily be 400. 400 legal jobs will greatly benefit the Plumas economy.

<http://www.centerforjobs.org/profiles/county/plumas/>

**Commented [2]:** Matt our numbers are not the same. Plumas population is 18,409 and at 10.6% unemployment (up almost 3% from my last mention of this) there are 1,841 unemployed persons.

<http://www.census.gov/quickfacts/table/HSG030210/06063>

<https://data.bls.gov/map/MapToolServlet>

The lowest unemployment rate in California goes to San Mateo at 2.7%. To become the lowest unemployment rate in California we need to create 1,453 jobs.

**Commented [3]:** Also, is the assumption that each licensed grower will employ themselves plus 1 person?

**Commented [4]:** Hi Kimmy - the unemployment rate is always calculated as a percent of the civilian labor force, not of the total population. In December, the Plumas labor force was 7,740 and there were 820 unemployed in the county, giving a 10.6% unemployment rate. Please see these figures from the EDD:  
<http://www.labormarketinfo.ca.gov/file/lfmonth/plumaps.pdf>

**Commented [5]:** Hi Matt, I did not know that. I learned something today :) And it makes me happy to know that there are even less people who need jobs than I thought. Thanks

**Commented [6]:** And what about the 200 licenses would equal 400 jobs?

# Plumas County Cannabis Ordinance - DRAFT



the County of Plumas in order to limit and regulate such activities in coordination with the State of California in the implementation of the MCRSA and the AUMA.

- B. The purpose and intent of this chapter is also to address the County of Plumas' prerogative to license, permit, and regulate cultivation and commercial activities involving cannabis as set forth in the MCRSA and the AUMA in conjunction with state licensing requirements and local laws, in order to protect the public health, safety, and welfare of the residents of Plumas County, and to reduce or eliminate any adverse environmental effects of existing cannabis cultivation or commercial activities involving cannabis in the County of Plumas, and to prevent adverse environmental effects of any new cannabis cultivation or commercial activities involving cannabis which may be permitted in the future in accordance with this chapter and State law.
- C. The purpose and intent of this chapter is also to reduce conditions that create public nuisances by enacting regulations including restrictions as to location, type, and size of cannabis cultivation sites, the location, type, and size of commercial activities involving cannabis and the use of adequate screening, security, and other protective measures to effectively control the adverse impacts associated with cannabis cultivation and commercial activities related to cannabis.
- D. The purpose and intent of this chapter is also to consider and respect the needs of qualified medical cannabis patients and responsible adult users in furtherance of the public necessity, health, safety, convenience, and general welfare within the Board's jurisdictional limits. Nothing in this chapter shall be construed to authorize any use, possession, cultivation, manufacture, transportation, or distribution of cannabis or cannabis products that is in violation of law.

## SECTION 4. Scope

The provisions of this chapter shall apply generally to all property throughout the unincorporated area of the County of Plumas.

## SECTION 5. Definitions

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

- A. **"Accessory Structure"** means a structure that is incidental and subordinate to the principal building on the property and is physically detached from the principal building. Accessory structures must be on the same property as the building or use to which they are accessory.



## Plumas County Cannabis Ordinance - DRAFT

- B. "Agricultural Commissioner" or "Agricultural Commissioner's Office" means the Plumas County Agricultural Commissioner's Office or the authorized representatives thereof.
- C. "Attorney General's Guidelines" means guidelines for the security and non-diversion of cannabis grown for medical use issued by the Attorney General in August 2008
- D. "Cannabis" or "Marijuana" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, or any other strain or varietal of the genus Cannabis that may hereafter be discovered or developed that has psychoactive or medicinal properties, whether growing or not, including the seeds thereof. "Cannabis" or "Marijuana" also means marijuana as defined by Section 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972. For the purposes of this chapter, "cannabis" does not mean "industrial hemp" as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.
- E. "Canopy" shall mean the square footage physically consumed with live cannabis plants.
- F. "Caregiver" or "primary caregiver" has the same meaning as that term is defined in Section 11362.7 Health and Safety Code.
- G. "Code" means the Plumas County Code.
- H. "Code Enforcement Officer" means any person employed by the County of Plumas and appointed to the position of code enforcement officer.
- I. "Commercial marijuana activity" or "Commercial activities involving medical marijuana" means either:
  - a. 1) Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis for medical or recreational use, including nurseries, that is intended to be transported, processed, manufactured, distributed, dispensed, delivered, or sold in accordance with MCRSA and/or AUMA.
  - b. 2) Any cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, or sale of commercial cannabis or a commercial cannabis product in accordance with MCRSA and/or AUMA.
- J. "Commercial cannabis cultivation" shall have the same meaning as Section 5 (G)(1) of the Plumas County Code.
- K. "Costs of Enforcement" or "Enforcement Costs" means all costs, direct or indirect, actual or incurred related to the performance of various administrative acts required pursuant to the enforcement of this chapter, which include but are not limited to: administrative overhead, salaries and expenses incurred by County Officers, site inspections, investigations, notices, telephone contacts and correspondence, conducting hearings, as well as time expended by County staff in calculating the above expenses. The costs also include the cost of time and expenses associated with bringing the matter to hearing, the costs associated with any appeals from any decision rendered by any hearing body, the costs of judicially abating a violation, and all costs associated with



## Plumas County Cannabis Ordinance - DRAFT

removing, correcting or otherwise abating any violation, including administrative penalties of this chapter.

L. "County" means the County of Plumas.

M. ["Cultivation site" means the location or a facility where medical/commercial cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or that does all or any combination of those activities in conformance with MCRSA and/or AUMA or, to the extent that the activity is exempt from MCRSA and/or AUMA, in conformance with local laws and regulations.]

N. "Delivery" has the same meaning as in Business and Professions Code §19300.5(m).

O. "Dispensary", "Medical Marijuana Dispensary", "Medical Cannabis Dispensary" or "Commercial Cannabis Dispensary", for purposes of this chapter, has the same meaning as in Business and Professions Code §19300.5(n).

P. "Distribution" has the same meaning as in Business and Professions Code §19300.5(p).

Q. "Distributor" has the same meaning as in Business and Professions Code §19300.5(q).

R. "Dwelling", for purposes of this chapter, means a building intended for human habitation that has been legally established, permitted and certified as a single-family or multi-family dwelling.

S. "Enforcement Official" means a County Code Enforcement Officer, the County Agricultural Commissioner, or the County Sheriff, or the authorized deputies or designees of any of these officials, each of whom is independently authorized to enforce this chapter.

T. "Entity" has the same definition as "Person" except that it does not mean an individual.

U. ["Greenhouse" means a completely enclosed structure whose structural members are made of pre-formed, rigid construction materials. The walls, roof, and ends are typically covered using a transparent material that is fixed in place, which allows solar radiation to penetrate the surface and affect the growing environment of the plants inside.]

V. "Identification card" shall have the same meaning as "Identification card" as defined in the California Health and Safety Code, commencing with Section 11362.7(g).

W. "Indoors" means within a fully enclosed and secure structure that complies with the California Building Code (CBC), as adopted by the County of Plumas, that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached.

X. "License", "License Classification", or "License Type" means a state-issued license as described in Business and Professions Code §19300.7.

Y. "Licensee" has the same meaning as in Business and Professions Code §19300.5(x).

Z. "Manufactured cannabis" or "Manufactured cannabis products" has the same meaning as "Manufactured cannabis" in Business and Professions Code §19300.5(ac).

AA. "Manufacturer" has the same meaning as in Business and Professions Code §19300.5(ad)

Commented [7]: Could we change this to cultivation premises to be more in line with language used in AUMA?

Commented [8]: I do think we need to update all of these definitions as soon as the State issues their rules, which will include definitions.

Commented [9]: For now I think leave it as cultivation site because that's what the CDFA folks are calling it...

Commented [10]: Gotcha

Commented [11]: Accessory structure is the language used in AUMA.

Possible definition: A structure that is incidental and subordinate to the principal building on the property and is physically detached from the principal building. Accessory structures must be on the same property as the building or use to which they are accessory.

Commented [12]: Added it. Kim, should that read at the end ... building "or" or "for" use to which they are accessory?

Commented [13]: I saw it earlier, but now I can't find it.

Commented [14]: Still waiting for clarification from you on accessory structure, can you please site where you got the definition? Is it "or" or "for"? To me "for" makes more sense. I thought maybe you made a typo.

## Plumas County Cannabis Ordinance - DRAFT



BB. **"Marijuana plant"** means any mature or immature marijuana plant including the stalks of the plant, or any marijuana seedling, that is capable of producing marijuana. A "mature" marijuana plant is one whose sex can be determined by visual inspection.

CC. **"Medical cannabis"**, "medical cannabis product", or "cannabis product" has the same meaning as in Business and Professions Code §19300.5(af).

DD. **"Medical Marijuana Collective"** means qualified patients, persons with valid identification cards, and the designated primary caregivers of qualified patients who associate by written agreement, or form a cooperative in accordance with Section 12300 of the Corporations Code within the unincorporated area of the County in order to collectively or cooperatively cultivate, store, and/or dispense cannabis for medical purposes, as provided in Health and Safety Code Section 11362.775. The term collective shall include "cooperative" unless the context clearly indicates otherwise.

EE. **"Mixed Light"** means the use of both natural and artificial or supplemental lighting sources during the growing cycle to cultivate cannabis for medical or recreational use.

FF. **"Mobile delivery"** has the same meaning as the first sentence of Business and Professions Code §19300.5(m).

GG. **"Nursery"** has the same meaning as in Business and Professions Code §19300.5(ag).

HH. **"Outdoor"** means any cultivation site that uses no artificial or supplemental lighting to cultivate cannabis for medical or recreational use. Use of supplemental lighting to maintain vegetative starts or immature plants prior to transplanting outdoors shall be considered consistent with this definition.

II. **"Parcel"** means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (commencing with Section 66410 of the Government Code) and also means any parcel that is described, recorded and kept in official County records specifically including documents and maps used by the County Assessor's Office, the County Tax Collector's Office and the County Recorder's Office.

JJ. **"Permittee"** means a person (or persons) issued a permit to cultivate cannabis in Plumas County pursuant to the entirety of this chapter.

KK. **"Person"** has the same meaning as "Person" in Business and Professions Code §19300.5(ah).

LL. **"Person with an identification card"** shall have the same meaning as "Person with an identification card" as defined in the California Health and Safety Code, commencing with Section 11362.7(c)

MM. **"Personal cultivator"** a person who cultivates and possesses cannabis exclusively for his or her personal medical or recreational use of six (6) cannabis plants, but who does not provide, donate, sell, or distribute cannabis to any other person or entity.

# Plumas County Cannabis Ordinance - DRAFT



NN. "Primary Caregiver" shall have the same meaning as "primary caregiver" as defined in the California Health and Safety Code, commencing with Section 11362.7(d), and as further defined in the California Supreme Court decision People v. Mentch (2008) 45 Cal.4th 274.

OO. "Primary caregiver cultivation" means cannabis cultivation of up to 6 plants per qualified patient or person with an identification card by a person who cultivates, possesses, transports, donates, or provides cannabis exclusively for the personal medical purposes of no more than two individuals for whom he or she is the primary caregiver within the meaning of Section 11362.7 of the Health and Safety Code, but who does not receive remuneration for these activities except for compensation in full compliance with subdivision (c) of Section 11362.765 of the Health and Safety Code. "Transport" for purposes of this subsection does not have the same meaning as (VV).

PP. "Public View" shall mean as viewed at ground level, without the use of a ladder or similar device, from any place the general public has a lawful right to be including the public right of way, a public way or neighboring premises.

QQ. "Qualified Patient" shall have the same meaning as "qualified patient" as defined in the California Health and Safety Code, commencing with Section 11362.7(f).

RR. ~~"Resident" a person who lives in Plumas County permanently or on a long-term basis, other than a "transitory or temporary purpose".~~

SS. "Residence" shall have the same meaning as "Dwelling" for purposes of this chapter.

TT. "School" shall mean any public or private school providing instruction in kindergarten or grades 1 to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes (Health and Safety Code 11362).

UU. "Sheriff" or "Sheriff's Office" means the Plumas County Sheriff's Office or the authorized representatives thereof.

VV. "Testing laboratory" has the same meaning as in Business and Professions Code §19300.5(ak).

WW. "Total canopy size" means the total gross area in square feet consumed by live cannabis plants.

XX. "Transport" or "transportation", for purposes of this chapter, has the same meaning as in Business and Professions Code §19300.5(am)

YY. "Transporter" has the same meaning as in Business and Professions Code §19300.5(an).

ZZ. "Volatile solvent": Volatile solvents may include but is not limited to: (1) explosive gases, such as Butane, Propane, Xylene, Styrene, Gasoline, Kerosene, O<sub>2</sub> or H<sub>2</sub>; and (2) dangerous poisons, toxins, or carcinogens, such as ~~Methanol, Iso-propyl Alcohol, Methylene Chloride, Acetone, Benzene, Toluene, and Tri-chloro-ethylene~~ as determined by the Fire Marshall.

Commented [15]: As much as it breaks my heart, Health and Safety Code lists Iso-propyl Alcohol between methanol and Methylene Chloride. h&s code 11362.3 (7) (d)

At least for now

Commented [16]: I guess we add it for now, and hope they change it.

Commented [17]: HEALTH AND SAFETY CODE 11362.2

(d) For purposes of this section, "volatile solvent" means volatile organic compounds, including: (1) explosive gases, such as Butane, Propane, Xylene, Styrene, Gasoline, Kerosene, O<sub>2</sub> or H<sub>2</sub>; and (2) dangerous poisons, toxins, or carcinogens, such as Methanol, Iso-propyl Alcohol, Methylene Chloride, Acetone, Benzene, Toluene, and Trichloro-ethylene.

Commented [18]: yeah, ok...lol.

## Plumas County Cannabis Ordinance - DRAFT



AAA. "Zoning clearance certificate", for purposes of this chapter, means a ministerial, over-the-counter certificate of compliance provided by the Planning Department after verification that the proposed use is compatible with the parcel's zoning and the applicable development standards.

### SECTION 6. Medical Marijuana Collectives

Medical marijuana collectives currently operate to produce medical cannabis for seriously ill Californians under an array of State law and guidelines established for that purpose, including Proposition 215 and Senate Bill 420 (2004). Under the provisions of MCRSA, the current collective/cooperative model for the production and dispensing of medical cannabis remains in effect until the moment an entity obtains the required State license issued under MCRSA for that activity. From that point forward, the State regulations developed in response to MCRSA will define the operational model for any entity conducting activities related to commercial medical cannabis cultivation.

Additionally, Health and Safety Code section 11362.775 (b) mandates that the current collective/cooperative model in California, as detailed above, will be repealed one (1) year from the date that the Department of Consumer Affairs posts on its public internet webpage a notice stating that State licenses are being issued for activities covered under MCRSA, at which point Health and Safety Code Section 11362.775 (a) will sunset. In addition to obtaining any required cultivation permit pursuant to this chapter, medical marijuana collectives engaged in cultivation shall also comply with all of the following:

- A. Operate on a non-profit basis as set forth in Section IV B.1. of the Attorney General's Guidelines.
- B. Employ only persons who are at least twenty one (21) years of age and comply with all applicable state and federal requirements relating to the payment of payroll taxes including federal and state income taxes and/or contributions for unemployment insurance, state workers' compensation and liability laws.
- C. Follow the membership and verification guidelines as set forth in Section IV B.3. of the Attorney General's Guidelines, except that wherever "should" appears it shall be replaced with "shall".
- D. Require all prospective members to complete and sign a written membership application acknowledging and agreeing to abide by all the rules of the collective and all applicable requirements of this Section.



## Plumas County Cannabis Ordinance - DRAFT

- E. Prohibit sales to non-members as set forth in Section IV B.5. of the Attorney General's Guidelines.
- F. Allow reimbursements and allocations of medical cannabis as set forth in Section IV B.6. of the Attorney General's Guidelines.
- G. Possess cannabis only in amounts consistent with the medical needs of the members of the collective; and only cultivate cannabis consistent with the limits set forth by Senate Bill 420.

### SECTION 7. Personal Cultivation - Specific Requirements

Any person growing 6 plants or less for adult recreational use as defined under Prop. 64, medical patients growing up to 100 square feet of cannabis for their own medical use, and caregivers growing up to 200 square feet for other patients, shall be classified as a "Personal Cultivator". Under **NO** circumstances may a Personal Cultivator sell or profit from the cannabis he or she grows.

There shall be no more than one personal cannabis cultivation per residence, except that there may be no more than two personal medical cultivations at a residence.

The maximum plants allowed for cultivation on the parcel shall be:

- a. For a personal cultivation, 6 plants. If the parcel is less than one-third acre in size, no more than 3 plants outdoors or 6 plants indoors may be grown, providing all other requirements can be met. If the parcel is more than one-third acre in size, 6 plants may be grown outdoors, providing all other requirements can be met.
- b. For a medical patient cultivation, 100 sq ft.
- c. For caregiver cultivation, 100 sq ft per patient, for a maximum of two patients. Caregiver cultivation may only occur on property owned or leased by the caregiver or authorized patient for whom the medical cannabis is cultivated.

Commented [HB19]: Based on discussion at 5/25/17 meeting.

A Personal Cultivator may grow his/her personal cannabis in **ANY** zone. All building code requirements must be met and no permit or fees shall be required for these personal grows.

#### Personal Cultivation-Indoor

All building code requirements must be met

# Plumas County Cannabis Ordinance - DRAFT



## Personal Cultivation-Outdoor

- A. Outdoor cultivation sites must be set back at least ten feet (10') from any property line.
- B. Secured accessory structure or greenhouses must follow all building code requirements and be at least five feet (5') from property line.
- C. The proposed cultivation site shall be at least 50' from the edge of pavement of a paved public roadway.
- D. Access to the cultivation site shall be controlled to reasonably prevent against access by trespassers.
- E. If cultivating in residential zones, the proposed cultivation site shall be fully enclosed by a 7' fence with a lockable gate. It must be constructed of a material and strength that reasonably prevents against access by trespassers and adequate screening to prevent the cannabis plants from being viewed. In all other zones, if the proposed cultivation is in public view, it must be obscured by a 7' fence.

**Commented [20]:** A seven foot fence along a property line in residential areas doesn't comply with the county fence code, which calls for a six foot fence. 6 - 8 foot fences require a building permit, and over 6' has to have a five foot setback from property lines, difficult, if not impossible in many residential areas. In regard to "being viewed", viewed from where? If my neighbor has a two story house and can peer into my yard from an upstairs window, does this constitute "being viewed"?

**Commented [21]:** They changed this a few years ago. I constructed a fence right on a property line last year. I contacted Building dept and they verified it is now 7 foot with no permit required.

**Commented [22]:** Can we just ask for a fence that precludes view from public space in conjunction with county regulations? A one-size-fits-all fence isn't going to work in every zone. I do not know outdoor grows like most, but if a plant grows higher than a fence...then what? Its cut? Is canopy netting an option at that point?

**Commented [23]:** I just re-read the public view definition and it says from ground level.

**Commented [24]:** This is what Randy Hicks from Plumas County Building Department, told me the county adopted and the fence can be right on a property line:

Calif. Residential Code 2013:  
R105.2 Work exempt from permit.  
Permits shall not be required for the following.  
Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

**Building:**  
1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15m<sup>2</sup>).  
2. Fences not over 7 feet (2134 mm) high.

**Commented [25]:** A determination discussion on what constitutes as an appropriate fence is necessary such as a wooden fence or a cyclone fence with a visual barrier attached to it the use of Barbwire etc.

**Commented [26]:** Isn't the fact that it needs to preclude view a simple enough requirement? Why tell people how they need to do it? Maybe they want to grow ivy on it, build it in brick, or out of artwork?

## SECTION 8. Commercial Cannabis Permits

Following is a list of commercial cannabis permits that shall be available through the Plumas County Planning Department. Agricultural Commissioner's office: Comment: It is unclear as to which County office to make the application. The Agricultural Commissioner may, under an agreement with the Department of Agriculture, issue the state permit. The Planning Department needs to issue for kind of zoning clearance/Site Development Permit/Minor Use or Development Permit/Special Use Permit. So which County office does a person seeking a permit start with?

"Type 1C" for outdoor/mixed light cultivation of a maximum of 2,500 square feet of total canopy size on one legal parcel.

"Type 1C-A" for indoor cultivation using exclusively artificial lighting not to exceed 500 square feet of total canopy size within a structure or structures on one legal parcel.

"Type 1" for outdoor cultivation using no artificial lighting of 2,501 to 5,000 square feet of total canopy size on one legal parcel.

"Type 1A" for indoor cultivation using exclusively artificial lighting 501 to 5,000 square feet of total canopy size within a structure or structures on one legal parcel.

# Plumas County Cannabis Ordinance - DRAFT



“Type 1B” for cultivation using a combination of natural and supplemental artificial lighting (mixed light) of 2,501 to 5,000 square feet of total canopy size within a structure or structures on one legal parcel.

“Type 2” for outdoor cultivation using no artificial lighting of 5,001 to 10,000 square feet of total canopy size on one legal parcel.

“Type 2A” for indoor cultivation using exclusively artificial lighting having a cumulative total canopy size within a structure or structures of 5,001 to 10,000 square feet on one legal parcel.

“Type 2B” for cultivation using a combination of natural and supplemental artificial lighting (mixed light) of 5,001 to 10,000 square feet of total canopy size within a structure or structures on one legal parcel.

“Type 3” for outdoor cultivation using no artificial lighting of 10,001 to 1 acre of total canopy size on one legal parcel

“Type 3A” for indoor cultivation using exclusively artificial lighting having a cumulative canopy size within a structure or structures of 10,001 to 22,000 square feet on one legal parcel.

“Type 3B” for cultivation using a combination of natural and supplemental artificial lighting (mixed light) of 10,001 to 22,000 square feet of total canopy size within a structure or structures on one legal parcel.

“Type 4” for the cultivation of cannabis solely as a nursery product to be sold to a permittee, a qualified patient or a primary caregiver, or adult user. The nursery product may take the form of vegetative and non-flowering starts or may be in the form of seeds. The cumulative canopy size shall not exceed 22,000 square feet on one legal parcel.

“Type 5” for outdoor cultivation using no artificial lighting of 44,000 square feet or more of total canopy size on one legal parcel.

“Type 5A” for indoor cultivation using exclusively artificial lighting having a cumulative canopy size within a structure or structures of 22,000 square feet or more on one legal parcel.

“Type 5B” for cultivation using a combination of natural and supplemental artificial lighting (mixed light) of 22,000 square feet or more of cultivation area within a structure or structures on one legal parcel.

Commented [27]: What is the reason that a start has to be non-flowering? And how is something like this going to be enforced? I've seen many, many small plants over the years which have a flower here and there.

Commented [28]: I think it is to differentiate between nurseries and growers. Clones should not have flowers on them

Commented [29]: I feel the need to put something in here that states flowering plants may be used to cultivate seeds. Also, once a plant has flowers, regardless of its size, it is now flowering. It is no longer a clone or in a vegetative state



## Plumas County Cannabis Ordinance - DRAFT

~~Note—Type 5, 5A and 5B are not available from the State before January 1, 2023.~~

~~The County of Plumas shall revisit by January 1, 2022, one (1) year prior to implementation.~~

“Type 6” (Manufacturer Level 1) sites that manufacture marijuana products using nonvolatile solvents, or no solvents.

“Type 7” (Manufacturer Level 2) sites that manufacture marijuana products using volatile solvents.

“Type 8” (Testing) for testing cannabis and cannabis products.

“Type 10” (Retailer/Dispensary) for the retail sale of cannabis or cannabis products. This license shall allow for delivery where expressly authorized by local ordinance.

“Type 11” (Distributor) for the distribution of cannabis and cannabis product. Licensee shall be bonded and insured at a level not less than the minimum established by the licensing authorities.

“Type 12” (Microbusiness) the cultivation of cannabis on an area less than 10,000 square feet and to act as a licensed distributor, Level 1 manufacturer, and retailer under this division, provided such licensee complies with all requirements imposed by this division on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the licensee engages in such activities.

Commented [30]: We can revisit to allow type 5 in 2022. If you leave the door open till then, this county will be fighting type 5 corporations...good luck with that. Why do you think Randy gets calls everyday wanting to know what we have approved? They are waiting for this green light to buy up our land.

Commented [31]: NO TYPE 5

## SECTION 9. Commercial Cultivation Permits – Specific Requirements

This section contains specific requirements that apply to each of the cultivation permit types listed in Section 8. Additional zoning permit requirements may apply for each of the below cultivation permit types, which vary based on how the legal parcel is zoned. Cultivation permit applications will be referred to the Planning Department to determine zoning compliance or other permit requirements, such as a Special Use Permit. See comment on permitting above.

These cultivation permits are for the production of flowering commercial cannabis plants and for nurseries, as specifically defined in Section 5. A permittee producing flowering commercial cannabis plants may maintain a clone room or area where they may propagate their own starts from existing stock on hand. Clones produced in this manner shall be for the exclusive and personal use of the permittee only and the sale of such clones is expressly prohibited. The



## Plumas County Cannabis Ordinance - DRAFT

square footage of cultivation area dedicated to such a vegetative start (clone) production area will be included in measuring the cumulative total canopy size allowed under a given permit.

### Setbacks

A. The cultivation site must be set back at least twenty five (25) feet from the property line for residential, suburban and agricultural zoned grows. In industrial and commercial zones, the cultivation site must be set back at least ten (10) feet from the property line.

B. The proposed cultivation site shall be at least 50' from the edge of pavement of a public roadway

C. The distance from any school to the nearest point of the cultivation site shall be at least 600 feet.

In addition to any other requirements listed in this chapter, the following limitations and requirements shall apply to cultivation permits issued pursuant to this chapter:

#### 1) "Type 1C" permits: (Small, outdoor/mixed light)

1. Shall be issued to qualifying applicants for a maximum of 2,500 square feet of total canopy size or the limitation on total canopy size from Section 10 related to parcel size, whichever is smaller.

2. The legal parcel where cultivation is occurring must have one of the following zoning designations:

- i)  Zones that require Special Use Permit (SUP): 7-R, 3-R, 2-R, M-R, C-1, C-2, C-3, R-C, Rec-P, Rec-1, Rec-3, Rec-10, Rec-20, I-1, I-2.
- ii)  Zones that require Zoning Clearance Certificate (ZCC): S-1, S-3, R-10, R-20, AP, GA, GF, M.

3. A (1/3) acre minimum required parcel size.

4.  A seven (7) foot tall fence is required if cultivation site is in a residential zone.

5. A seven (7) foot tall fence is required if in any public view or neighboring parcel can view cultivation site. It must be constructed of a material and strength that reasonably prevents against access by trespassers and adequate screening to prevent the cannabis plants from being viewed.

6. All lights used for the "mixed light" cultivation of cannabis shall be shielded and downcast or otherwise positioned in a manner that will not shine light or allow light glare to exceed

**Commented [32]:** I am hoping that the state gets their wording changed in the near future to make this legit. And when it does, I believe it should state, "from any school property line"

**Commented [33]:** If anyone likes clarification, call CDFA. This language came from the horse's mouth.

**Commented [34]:** I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

**Commented [35]:** As I think most people know by now, the zoning is broken into the categories that currently allow agriculture/horticulture, and those that do not. This is how other counties did it. But get your point.

**Commented [36]:** Again, a seven foot fence is too much.

# Plumas County Cannabis Ordinance - DRAFT



the boundaries of the legal parcel upon which they are placed between 30 minutes after sunset and 30 minutes before sunrise.

7. The permittee shall facilitate at least one on-site compliance inspection, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Agricultural Commissioner and/or Planning Department, during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays). The permittee shall notify the appropriate county official, at least 30 days prior to harvest, to schedule an annual on-site compliance inspection.

## 2) "Type 1C-A" permits: (Small, indoor (artificial light only))

1. Shall be issued to qualifying applicants for a maximum of 500 square feet of total canopy size or the limitation on total canopy size from Section 10 related to parcel size, whichever is smaller.
2. All structures used shall be constructed in a manner so as to fully contain any light or light glare involved in the cultivation process.
3. The legal parcel where cultivation is occurring must have one of the following zoning designations:
  - i) Zones that require Special Use Permit (SUP): 7-R, 3-R, 2-R, M-R, C-1, C-2, C-3, R-C, R-P, Rec-1, Rec-3, Rec-10, Rec-20, I-1, I-2, OS.
  - ii) Zones that require Zoning Clearance Certificate (ZCC): S-1, S-3, R-10, R-20, AP, GA, GF, M.
4. The permittee shall facilitate at least one on-site compliance inspection, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Agricultural Commissioner and/or the Planning Department, during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays). The permittee shall notify the appropriate county official, at least 30 days prior to harvest, to schedule an annual on-site compliance inspection.

**Commented [37]:** I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

## 3) "Type 1" permits: (Small, outdoor (natural light only))

1. Shall be issued to qualifying applicants for a maximum of 5,000 square feet of total canopy size or the limitation on total canopy size from Section 10 related to parcel size, whichever is smaller.
2. The legal parcel where cultivation is occurring must have one of the following zoning designations:

# Plumas County Cannabis Ordinance - DRAFT



- i) Zones that require Special Use Permit (SUP): ~~2-R, 3-R, 7-R, M-R, C-1, C-2, C-3, R-C, Rec-P, Rec-1, Rec-3, Rec-10, Rec-20, Rec-OS, OS, L, TPZ, I-1, I-2~~
- ii) Zones that require Zoning Clearance Certificate (ZCC): S-1, S-3, R-10, R-20, AP, GA, GF, M

3. The permittee shall facilitate at least one on-site compliance inspection, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Agricultural Commissioner and/or the Planning Department, during regular business hours (Monday—Friday, 9:00 am—5:00 pm, excluding holidays). The permittee shall notify the appropriate county official, at least 30 days prior to harvest, to schedule an annual on-site compliance inspection.

4. A seven (7) foot tall fence is required if in any public view or neighboring parcel can view cultivation site. It must be constructed of a material and strength that reasonably prevents against access by trespassers and adequate screening to prevent the cannabis plants from being viewed.

4) "Type 1A" permits: (Small, indoor (artificial light only))

- a) Shall be issued to qualifying applicants for a cumulative maximum of 5,000 square feet of total canopy size within a structure or structures on or the limitation on total canopy size from Section 10 related to parcel size, whichever is smaller.
- b) All structures used shall be constructed in a manner so as to fully contain any light or light glare involved in the cultivation process.
- c) The legal parcel where cultivation is occurring must have one of the following zoning designations:
  - i) Zones that require Special Use Permit (SUP): ~~7-R, 3-R, 2-R, M-R, C-1, C-2, C-3, R-C, R-P, Rec-1, Rec-3, Rec-10, Rec-20, I-1, I-2, OS~~
  - ii) Zones that require Zoning Clearance Certificate (ZCC): S-1, S-3, R-10, R-20, AP, GA, GF, M

d) The permittee shall facilitate the annual on-site compliance inspection, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Agricultural Commissioner and/or Planning Department, during regular business hours (Monday—Friday, 9:00 am—5:00 pm, excluding holidays). The permittee shall notify the appropriate county official, at least 30 days prior to harvest, to schedule an annual on-site compliance inspection.

**Commented [HB38]: Updated to reflect matrix 6/29/17**

**Commented [39]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.**

**Commented [HB40]: Updated to reflect matrix 6/28/17**

**Commented [41]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.**



## Plumas County Cannabis Ordinance - DRAFT

### 5) "Type 1B" permits: (Small, mixed light sources)

- a) Shall be issued to qualifying applicants for a cumulative maximum of 5,000 square feet of total canopy size within a structure or structures or the limitation on total canopy size from Section 10 related to parcel size, whichever is smaller.
- b) The legal parcel where cultivation is occurring must have one of the following zoning designations:
  - i) Zones that require Special Use Permit (SUP): ~~7-R, 3-R, 2-R, M-R, C-1, C-2, C-3, R-C, R-P, Rec-1, Rec-3, Rec-10, Rec-20, I-1, I-2, OS~~
  - ii) Zones that require Zoning Clearance Certificate (ZCC): S-1, S-3, R-10, R-20, AP, GA, GF, M
- c) The permittee shall facilitate the annual on-site compliance inspection, and additional inspections if deemed necessary, ~~with at least 24 hours prior notice~~, to be conducted by the Agricultural Commissioner and/or Planning Department, ~~during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays)~~. The permittee shall notify the appropriate county official, at least 30 days prior to harvest, to schedule an annual on-site compliance inspection.
- d) A seven (7) foot tall fence is required if in any public view or neighboring parcel can view cultivation site. It must be constructed of a material and strength that reasonably prevents against access by trespassers and adequate screening to prevent the cannabis plants from being viewed.
- e) All lights used for the "mixed light" cultivation of cannabis shall be shielded and downcast or otherwise positioned in a manner that will not shine light or allow light glare to exceed the boundaries of the legal parcel upon which they are placed between 30 minutes after sunset and 30 minutes before sunrise.

Commented [HB42]: Updated to reflect matrix 6/28/17

Commented [43]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

### 6) "Type 2" permits: (Small, outdoor (natural light only))

- a) Shall be issued to qualifying applicants for a maximum of 5000 square feet of total canopy size or the limitation on total canopy size from Section 10 related to parcel size, whichever is smaller.
- b) The legal parcel where cultivation is occurring must have one of the following zoning designations:



## Plumas County Cannabis Ordinance - DRAFT

- i) Zones that require Special Use Permit (SUP): ~~7-R, 3-R, 2-R, M-R, C-1, C-2, C-3, R-C, Rec-P, Rec-1, Rec-3, Rec-10, Rec-20, I-1, I-2, OS~~
- ii) Zones that require Zoning Clearance Certificate (ZCC): S-1, S-3, R-10, R-20, AP, GA, GF, M

c) The permittee shall facilitate the annual on-site compliance inspection, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Agricultural Commissioner and/or the Planning Department, during regular business hours (Monday—Friday, 9:00 am—5:00 pm, excluding holidays). The permittee shall notify the appropriate county official, at least 30 days prior to harvest, to schedule an annual on-site compliance inspection.

d) A seven (7) foot tall fence is required if in any public view or neighboring parcel can view cultivation site. It must be constructed of a material and strength that reasonably prevents against access by trespassers and adequate screening to prevent the cannabis plants from being viewed.

Commented [HB44]: Updated to reflect matrix 6/28/17

Commented [45]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

### 7) "Type 2A" permits: (Small, indoor (artificial light only))

- a) Shall be issued to qualifying applicants for a cumulative maximum of 10,000 square feet of total canopy size within a structure or structures or the limitation on total canopy size from Section 10 related to parcel size, whichever is smaller.
- b) All structures used shall be constructed in a manner so as to fully contain any light or light glare involved in the cultivation process.
- c) The legal parcel where cultivation is occurring must have one of the following zoning designations:
  - i) Zones that require Special Use Permit (SUP): ~~7-R, 3-R, 2-R, M-R, C-1, C-2, C-3, R-C, Rec-P, Rec-1, Rec-3, Rec-10, Rec-20, I-1, I-2, OS~~
  - ii) Zones that require Zoning Clearance Certificate (ZCC): S-1, S-3, R-10, R-20, AP, GA, GF, M

d) The permittee shall facilitate the annual on-site compliance inspection, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Agricultural Commissioner and/or the Planning Department, during regular business hours (Monday—Friday, 9:00 am—5:00 pm, excluding holidays). The permittee shall notify the appropriate county official, at least 30 days prior to harvest, to schedule an annual on-site compliance inspection.

Commented [HB46]: Updated to reflect matrix 6/28/17

Commented [47]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.



## Plumas County Cannabis Ordinance - DRAFT

### 8) "Type 2B" permits: (Small, mixed light sources)

- a) Shall be issued to qualifying applicants for a cumulative maximum of 10,000 square feet of total canopy size within a structure or structures or the limitation on total canopy size from Section 10 related to parcel size, whichever is smaller.
- b) The legal parcel where cultivation is occurring must have one of the following zoning designations:
  - i) ~~Zones that require Special Use Permit (SUP): 7-R, 3-R, 2-R, M-R, C-1, C-2, C-3, R-C, R-P, Rec-1, Rec-3, Rec-10, Rec-20, I-1, I-2, OS~~
  - ii) Zones that require Zoning Clearance Certificate (ZCC): S-1, S-3, R-10, R-20, AP, GA, GF, M
- c) The permittee shall facilitate the annual on-site compliance inspection, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Agricultural Commissioner and/or the Planning Department, during regular business hours (Monday—Friday, 9:00 am—5:00 pm, excluding holidays). The permittee shall notify the appropriate county official, at least 30 days prior to harvest, to schedule an annual on-site compliance inspection.
- d) A seven (7) foot tall fence is required if in any public view or neighboring parcel can view cultivation site. It must be constructed of a material and strength that reasonably prevents against access by trespassers and adequate screening to prevent the cannabis plants from being viewed.
- e) All lights used for the "mixed light" cultivation of cannabis shall be shielded and downcast or otherwise positioned in a manner that will not shine light or allow light glare to exceed the boundaries of the legal parcel upon which they are placed between 30 minutes after sunset and 30 minutes before sunrise.

Commented [HB48]: Updated to reflect matrix 6/28/17

Commented [49]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

### 9) "Type 3" permits: (Medium, outdoor (natural light only))

- a) Shall be issued to qualifying applicants for a maximum of 1 acre of total canopy size or the limitation on total canopy size from Section 10 related to parcel size, whichever is smaller.
- b) The legal parcel where cultivation is occurring must have one of the following zoning designations:
  - i) ~~Zones that require Special Use Permit (SUP): 7-R, 3-R, 2-R, M-R, C-1, C-2, C-3, R-C, R-P, Rec-1, Rec-3, Rec-10, Rec-20, I-1, I-2, OS~~

Commented [HB50]: Updated to reflect matrix 6/28/17



## Plumas County Cannabis Ordinance - DRAFT

- ii) Zones that require Zoning Clearance Certificate (ZCC): S-1, S-3, R-10, R-20, AP, GA, GF, M.
- c) The permittee shall facilitate the annual on-site compliance inspection, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Agricultural Commissioner and/or the Planning Department, during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays). The permittee shall notify the appropriate county official, at least 30 days prior to harvest, to schedule an annual on-site compliance inspection.
- d) A seven (7) foot tall fence is required if in any public view or neighboring parcel can view cultivation site. It must be constructed of a material and strength that reasonably prevents against access by trespassers and adequate screening to prevent the cannabis plants from being viewed.

**Commented [S1]:** I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

### 10)"Type 3A" permits: (Medium, indoor (artificial light only))

- a) Shall be issued to qualifying applicants for a cumulative maximum of 22,000 square feet of total canopy size within a structure or structures or the limitation on total canopy size from Section 10 related to parcel size, whichever is smaller.
- b) ~~The legal parcels where cultivation is occurring will be allowed only in industrial zoning:~~ Zones that require Special Use Permits: I-1, I-2. A Special Use Permit shall be required. Zones that require Zoning Clearance Certificate (ZCC): S-1, S-3, R-10, R-20, AP, GA, GF, M.
- c) All structures used shall be constructed in a manner so as to fully contain any light or light glare involved in the cultivation process.
- d) The permittee shall facilitate the annual on-site compliance inspection, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Agricultural Commissioner and/or the Planning Department, during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays). The permittee shall notify the appropriate county official, at least 30 days prior to harvest, to schedule an annual on-site compliance inspection.

**Commented [HB52]:** Updated to reflect zoning matrix 6/28/17

### 11)"Type 3B" permits: (Medium, mixed light sources)

- a) Shall be issued to qualifying applicants for a cumulative maximum of 22,000 square feet of total canopy size within a structure or structures or the limitation on total canopy size from Section 10 related to parcel size, whichever is smaller.

# Plumas County Cannabis Ordinance - DRAFT



- b) The legal parcel where cultivation is occurring must have one of the following zoning designations:
  - i) Zones that require Special Use Permit (SUP): I-1, I-2.
  - ii) Zones that require Zoning Clearance Certificate (ZCC): S-1, S-3, R-10, R-20, AP, GA, GF, M.
- c) The permittee shall facilitate the annual on-site compliance inspection, and additional inspections if deemed necessary, ~~with at least 24 hours prior notice~~, to be conducted by the Agricultural Commissioner and/or the Planning Department ~~during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays)~~. The permittee shall ~~notify the appropriate county official, at least 30 days prior to harvest, to schedule an annual on-site compliance inspection~~.
- d) A seven (7) foot tall fence is required if in any public view or neighboring parcel can view cultivation site. It must be constructed of a material and strength that reasonably prevents against access by trespassers and adequate screening to prevent the cannabis plants from being viewed.
- e) All lights used for the "mixed light" cultivation of cannabis shall be shielded and downcast or otherwise positioned in a manner that will not shine light or allow light glare to exceed the boundaries of the legal parcel upon which they are placed between 30 minutes after sunset and 30 minutes before sunrise.

**Commented [53]:** I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

## 12) "Type 4" permits: (Nursery)

- a) Type 4 permits shall be issued to qualifying applicants for a cumulative maximum of 22,000 square feet of total canopy size within a structure or structures or the limitation on total canopy size from Section 10 related to parcel size, whichever is smaller.
- b) If the permittee is approved as a nursery, the permittee shall produce only tissue culture starts, vegetative starts (clones), seeds, or immature plants for the planting, propagation, and cultivation of cannabis by other permittees or state license holders or exempt individuals. If the permittee is approved as a nursery (the production of tissue cultures, clones, seeds, and immature plants), no consumable cannabis product of any kind shall be derived from the plants being cultivated under this permit.
- c) If the permittee is producing seeds, the cannabis plants intended to be grown to maturity for seed production shall be entered into the same track and trace program as all other commercial cultivation licenses to document the end use

# Plumas County Cannabis Ordinance - DRAFT



(processing or dispensing) or destruction of the cannabis plant material (flowers, leaf, stalk, etc.) derived from the plants once the seeds have been extracted.

- d) A maximum of 10,000 square feet of total canopy size may be dedicated to cannabis seed production under this permit. This total canopy size shall be considered equivalent to cultivation area and counted towards the maximum allowable square footage allowed under this permit.
- e) The legal parcel where cultivation is occurring must have one of the following zoning designations:
  - i) Zones that require Special Use Permit (SUP): I-1, I-2,
  - ii) Zones that require Zoning Clearance Certificate (ZCC): S-1, S-3, R-10, R-20, AP, GA, GF, M.
- f) Those using "mixed light" for the cultivation of cannabis shall use lights shielded and downcast or otherwise positioned in a manner that will not shine light or allow light glare to exceed the boundaries of the legal parcel upon which they are placed between 30 minutes after sunset and 30 minutes before sunrise.
- g) The permittee shall facilitate one (1) on-site compliance inspection annually, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Agricultural Commissioner and/or the Planning Department, during regular business hours (Monday—Friday, 9:00 am—5:00 pm, excluding holidays). The permittee shall notify the appropriate county official to schedule the annual on-site compliance inspection.

**Commented [54]:** I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

## SECTION 10. Limitations on commercial cannabis total canopy size for all licenses

There shall be limitations on the allowable total canopy size on any given size parcel(s), except for industrial zoned property.

Acreage of adjoining parcels under common ownership may be combined for purposes of calculating "total acreage".

The following is the maximum square footage of total canopy size allowed:

**Parcel(s) less than 1/3 acre:** 500 square feet indoor, none allowed outdoor.

**Parcel(s) at least 1/3 acre but less than 2 acres:** 500 square feet indoor, 2500 square feet outdoor/mixed light.

# Plumas County Cannabis Ordinance - DRAFT



**Parcel(s) at least 2 acre but less than 3 acres:** 5,000 square feet indoor, 5,000 square feet outdoor/mixed light.

**Parcel(s) at least 3 acres but less than 10 acres:** 10,000 square feet indoor, 10,000 square feet outdoor/mixed light.

**Parcel(s) 10 acres or larger:** Cultivation area may not exceed 10% of total acreage and in no circumstance exceed four (4) acres of total canopy size.

**Commented [55]:** This section is not necessary. Once the working group has established zoning this will be covered. If for some reason this section proves necessary, these determinations need to be decided by the group. It currently appears to have been written to feed into the following paragraph concerning cooperative grow sites.

**Commented [56]:** It was written to mirror other counties' attempt to keep all grow sites to a reasonable ratio to that of the entire acreage. To prevent folks from slamming their property with nothing but cannabis. And to prevent public backlash after the fact and we end up like Calaveras.

**Commented [57]:** IMO we are going to end up like Calveras because we will have no restrictions on residency. However, that's just my opinion and a different section, lol.

So Harry, can you help me understand... why we feel the need to constantly mirror other counties? I understand it's important to look at what other counties have done and see what is or is not working, but I get flustered with constantly seeing or hearing...this is what so-and-so did. We are Plumas...not every other county. We don't need to do something just because another county did it. If we get to a place where we agree on what licenses go in what zones...then this is not needed. Otherwise we can agree on something like this to assign zones, but then it still doesn't need to be part of the ordinance does it? I'm not trying to be a pain, I am trying to understand.

**Commented [58]:** Let me re-phrase: To prevent folks from slamming their property with nothing but cannabis and pissing the neighbors off and creating a public backlash.

**Commented [59]:** The number of permits allowed has already been stated as mostly unrestricted in AUMA, but will be restricted by population and monopolies. Why do we want further restrictions?

**Commented [60]:** I am not sure I follow this. First, I am all for cooperative grows. That said, is this saying each rented area is to follow zoning of the whole 20+ acre lot? Or are the renters to follow zoning for the space they are renting? I ask because if you have 20 acres, rent out ten 2 acre lots.

**Commented [61]:** All together. Perhaps the word "Total" is needed before Cultivation area limitation shall...

**Commented [62]:** Let me guess...someone somewhere decided 4 was a good limit? Or maybe some other county did theirs this way? I would like to discuss this at the meeting.

**Commented [63]:** If we allowed unlimited licenses, then this would effectively be type 5 grows today, which we are deferring until 2023

## Allowable number of commercial cannabis cultivation permits

**Cooperative grow sites:** To allow cultivators who may be prevented from growing due to zoning or other environmental restrictions, cooperative grow sites shall be allowed on properly zone and sized parcels. These cooperative grow sites may only take place on parcels with a total acreage equaling or exceeding twenty (20) acres. Each cooperative cultivator shall enter into a written lease with landowner, and the cooperative cultivator shall be responsible for all permitting and licensing requirements, unless otherwise provided pursuant to the terms of the lease. Cultivation area limitations shall be exactly the same as specified in the paragraph above, i.e. 10% of total acreage and no more than 4 acres. The maximum number of cooperative growers allowed at one cooperative grow site on any parcel shall be ten (10).

**Permits per person:** No more than four (4) commercial cannabis activity permits of any type may be issued to a single person, as defined herein, regardless if activities take place at different locations. For purposes of this limitation, any natural person who owns or controls any interest, directly or indirectly, in a firm, partnership, joint venture, association, cooperative, collective, corporation, limited liability company, estate trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, shall be collectively considered a single person with those entities.

## SECTION 11. Cannabis Cultivation Permit Fee Schedule (Annual Renewal)

### Annual Fee Schedule:

# Plumas County Cannabis Ordinance - DRAFT



Cottage (2500 sq' outdoor or mixed light, 500 sq' indoor): \$500  
Specialty small (5000 sq'): \$1,000  
Small (10,000 sq'): \$2,000  
Medium (44,000 sq') outdoor, 22,000 sq' mixed light or indoor): \$5,000  
Nursery (22,000 sq'): \$5,000  
Microbusiness (10,000 sq'): \$5,000

~~[NOTE, FINAL FEES WILL DEPEND ON COST OF PROGRAM ADMIN AND WILL BE CALCULATED BY COUNTY OFFICIALS]~~

## SECTION 12. Commercial Cultivation Permit Application Review

Any person or entity that wishes to engage in commercial cultivation of cannabis for medical or recreational use shall submit an application to the Planning Department. Applications for Commercial Cultivation Permits shall be made upon such forms and accompanied by such plans and documents as may be prescribed by the Planning Department so as to assure the fullest practical presentation of facts for the review of the application. An application fee will be due at the time the application is submitted and is non-refundable.

Applicants for a Commercial Cultivation Permit shall provide the following information on, or as an attachment to, the application:

- A. The name, business and residential address, and phone number(s) of the applicant.
- B. If the applicant is not the record title owner of the legal parcel, written consent from the owner allowing the cultivation of cannabis on their property by the applicant with original signature of the record title owner.
- C. Written evidence that each person applying for the permit and any other person who will be engaged in the management of the cultivation site is at least twenty-one (21) years of age;
- D. Provide applicable zoning permit from Planning Department (zoning clearance certificate, minor use permit, or special use permit). ~~This section seems unnecessary as this section is providing standards for a permit application to the Planning Department.~~
- E. Site plan, drawn to standard scale, showing the entire legal parcel, including easements, streams, springs, ponds and other surface water features, and the location and area for cultivation on the legal parcel, with dimensions of the area for cultivation and setbacks from property lines. The site plan shall also include all areas of ground disturbance or

**Commented [64]:** In the event that Plumas ends up in a position similar to Calveras County, is it possible to refund 75%, or something like that, should the county of Plumas determine they are going to ban cannabis prior to the issuance of state licenses?

## Plumas County Cannabis Ordinance - DRAFT



surface water disturbance associated with cultivation activities, including: access roads, water diversions, culverts, ponds, dams, graded flats, and other related features. The site plan shall include dimensions showing that the distance from any school to the nearest point of the cultivation area is at least 600 feet.

- F. A cultivation and operations plan which includes elements that meet or exceed the minimum legal standards for the following: water storage, conservation and use; drainage, runoff and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides and other regulated products to be used on the legal parcel. Any fuel, fertilizer, pesticides, or other substance toxic to wildlife, children, or pets, must be stored in a secured and locked structure or device. The plan will also provide a description of cultivation activities including, but not limited to, permit type, cultivation area, soil/media importation and management, schedule of activities during each month of the growing and harvesting season.
- G. Copy of the statement of water diversion, or other permit, license or registration filed with California Water Resources Control Board, Division of Water Rights, if applicable.
- H. An irrigation plan and projected water usage for the proposed cultivation activities, as well as a description of legal water source, if not covered by item (G).
- I. Copy of Notice of Intent and Monitoring Self-Certification and any other documents filed with the Central Valley Regional Water Quality Control Board (CVRWQCB) demonstrating enrollment in and compliance with (or proof of exemption from) Tier 1, 2 or 3, or any substantially equivalent rule that may be subsequently adopted by the County of Plumas or other responsible agency.
- J. If any on-site or off-site component of the cultivation facility, including access roads, water supply, grading or terracing impacts the bed or bank of any stream or other watercourse, show proof they have notified the California Department of Fish and Wildlife (CDFW) pursuant to §1602 of the Fish and Game Code and provide a copy of the Streambed Alteration Permit obtained from the Department of Fish & Wildlife.
- K. If the source of water is a well, a copy of the County well permit or other documentation from the Plumas County Department of Environmental Health, if available.
- L. A copy of a State of California Driver's License or Identification Card for each person applying for the permit, and ~~any other person who will be engaged in the management of, or the cultivation operation.~~
- M. Evidence that the applicant or any individual engaged in the management of, or employed by, the cultivator has not been convicted of a violent felony as defined in Penal Code section 667.5 (c) within the State of California, or a crime that would have constituted a violent felony as defined in Penal Code section 667.5 (c) if committed in the

Commented [65]: Addressed below

Commented [66]: The felony restrictions in AUMA only refer to applicants for licenses. Why does this say persons in management? Isn't a manager an employee? An employee that can be hired or fired by the owners and does not hold ownership? How is this getting justified? If a company has to hire and fire several management personnel before they run smoothly, they now would have to reapply every time.

## Plumas County Cannabis Ordinance - DRAFT



State of California and is not currently on parole or felony probation. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.

N. A statement describing the proposed security measures for the facility that ~~shall be sufficient to ensure the safety of members and employees and protect the premises from theft~~. Note: Security measures may be defined by the state. Review potential security measures. Discuss more.

**Commented [67]:** What is sufficient should be defined. I would like to see a video surveillance system and alarm system, unless there is to be staff on the property 24 hours a day.

From Sonoma County cannabis ordinance:

A Site Security Plan shall be required subject to review and approval by the Planning Department. All Site Security Plans shall be held in a confidential file, exempt for disclosure as a public record pursuant to Government Code Section 6255(a). Security cameras shall be motion-sensor and be installed with the capacity to record activity beneath the canopy but shall not be visible from surrounding parcels and shall not be pointed at or recording activity on surrounding parcels. Surveillance video shall be kept for a minimum of 30 days. Video must use standard industry format to support criminal investigations. Motion-sensor lighting and alarms shall be installed to insure the safety of persons and to protect the premises from theft. All outdoor and mixed light cultivation sites shall be screened by native, fire resistant vegetation and fenced with locking gates consistent with height limitations (7 feet). Fencing shall be consistent with the surrounding area and shall not diminish the visual quality of the site or surrounding area. Razor wire and similar fencing is discouraged and shall not be permitted. Weapons and firearms at the cultivation site are prohibited. Security measures shall be designed to ensure emergency access in compliance with fire safe standards. All structures used for cultivation shall have locking doors to prevent free access.

O. If the applicant is organized as a corporation, the applicant shall set forth the name of the corporation exactly as shown in its Articles of Incorporation, and the names and residence addresses of each of the officers and/or directors. If the applicant is organized as a partnership, the application shall set forth the name and residence address of each of the partners, including the general partner and any limited partners. Copies of the Articles of Incorporation or Partnership Agreement shall be attached to the application.

P. The Planning Department is hereby authorized to require in the permit application any other information reasonably related to the application including, but not limited to, any information necessary to discover the truth of the matters set forth in the application.

Q. Apply for and obtain a Board of Equalization Seller's Permit.

R. Written consent from applicant for an onsite pre-permit inspection of the legal parcel by County officials at a prearranged date and time in consultation with the applicant prior to

# Plumas County Cannabis Ordinance - DRAFT



the approval of a permit to cultivate commercial cannabis. and at least once annually thereafter.

- S. For all indoor/mixed light cultivation facilities, identify the source of electrical power and plan for compliance with applicable Building Codes. Also, provide documentation that addresses the handling of waste discharge from the grow location of items including, but not limited to nutrients, spent growing media, unused containers and other associated hardware, supplies, and garbage. RW: Use of renewable energy sources are encouraged. More discussion needed here as energy use will be a CEQA issue.
- T. If the application would include the conversion of timberland as defined under California Public Resources Code section 4526, a copy of a less-than-3-acre conversion exemption or timberland conversion permit, approved by the California Department of Forestry and Fire Protection ("CalFire"). Alternately, for existing operations occupying sites created through prior unauthorized conversion of timberland, the applicant must provide evidence that environmental impacts have been mitigated, to the extent feasible, as required by the resource protection agencies including CalFire, the CVRWQCB and the CDFW.
- U. If applicable, clearance from CalFire related to compliance with the requirements of California Public Resources Code Section 4290 and any implementing regulations.
- V. For activities that involve construction and other work in Waters of the United States, that are not otherwise exempt or excluded, include a copy of a federal Clean Water Act (CWA) Section 404 permit obtained from the Army Corps of Engineers and a CWA Section 401 water quality certification from the CVRWQCB.

## SECTION 13. Permit Inspection and Issuance

- A) The Planning Department shall issue a Cultivation Permit pursuant to this chapter only:
  - h) Following the referral to and clearance or permit approval pursuant to this chapter; and
  - i) After the Agricultural Commissioner's Office, and other County and State agency staff, as appropriate, have performed a pre-permit site inspection to confirm adherence to the requirements established in this chapter.
- B) Any inspector shall be required to provide and wear a coverall protective disposable Tyvek suit for any on-site inspections in order to minimize cross contamination between cultivation sites. Any inspectors shall take all necessary precautions to minimize cross contamination between cultivation sites. Note: Review state standards as they are developed.
- C) As a condition of approval for any cultivation permit, the owner or permittee shall indemnify and hold harmless the County of Plumas and its agents, officers, elected officials, and

## Plumas County Cannabis Ordinance - DRAFT



employees for any claims, damages, or injuries brought by affected property owners or other third parties due to the commercial cultivation of cannabis for medical or recreational use and for any claims brought by any person for problems, injuries, damages, or liabilities of any kind that may arise out of the commercial cultivation of cannabis for medical or recreational use.

- D) If, during the pre-permit site inspection, violations of any building or other health, safety or other state or county statute, ordinance, or regulation are discovered, the applicant shall be required to submit a written plan to remediate, abate, or cure the violations at the earliest feasible date, but in no event more than one (1) year after the date of issuance of the Cultivation Permit; said plan shall be signed by the applicant, approved by the relevant enforcement agency or agencies, and compliance with said plan shall be a condition of the Cultivation Permit.
- E) Cultivation permits shall remain valid for one (1) year from the date of issuance, subject to any enforcement action or other action that may result in earlier suspension or revocation. Note: Look at renewal process. From Sonoma County: The operator must apply for permit renewal prior to the expiration date of the limited term permit. No property interest, vested right, or entitlement to receive a future permit to operate a medical cannabis use shall ever inure to the benefit of such permit holder as such permits are revocable.

### SECTION 14. Performance Standards

All Cultivation Permits issued by the Planning Department shall obligate the permittee to comply with the following performance standards:

- A. Cultivation shall be located as shown on the approved application site plan and in compliance with all provisions of this chapter and any permit issued pursuant to this chapter.
- B. Once they become available, possession of a current, valid required license, or licenses, issued by any agency of the State of California in accordance with the MCRSA and/or AUMA, and regulations promulgated thereunder covering a similar cannabis activity. A copy of this license shall be provided by the applicant to Plumas County.
- C. Compliance with all statutes, regulations and requirements of the California State Water Resources Control Board, Division of Water Rights, including obtaining and complying with any applicable and approved permit, license or registration or the annual filing of a statement of diversion and use of surface water from a stream, river, underground

## Plumas County Cannabis Ordinance - DRAFT



stream, or other watercourse required by Water Code Section 5 101. A copy of this license shall be provided by the applicant to Plumas County.

- D. Alternative power sources shall be used if available, before utilization of a generator as main power source. If a generator is used, it must have sufficient muffling to minimize noise pollution to neighboring parcels. The combined decibel level for all noise sources measured at the property line shall not exceed the ambient noise levels as specified in the Plumas County General Plan.~~60 decibels (60 decibels is the equivalent of normal conversation between two people at 3 feet away).~~
- E. Establish and maintain enrollment in Tier 1, 2 or 3 with the Central Valley Regional Water Quality Control Board (CVRWQB).
- F. Maintain the applicable "Defensible Space" protocols and distances, as established by the California Department of Forestry and Fire Protection around structures located on the legal parcel. From Sonoma County: The operator shall prepare and implement a Fire Prevention Plan for construction and ongoing operations and submit the plan to the Planning Department. The Fire Prevention Plan shall include, but not be limited to: emergency vehicle access and turn-around at the facility site(s), vegetation management and fire break maintenance around all structures.
- G. Comply with the terms of any applicable Streambed Alteration Permit obtained from the California Department of Fish & Wildlife.
- H. All weighing and measuring devices shall be type approved by California Department of Food and Agriculture, Division of Measurement Standards and issued either a California Type Evaluation Program (CTEP) Certificate of Approval (COA) or a National Type Evaluation Program (NTEP) Certificate of Conformance (CC) before commercial use. All weighing and measuring devices used for commercial purposes shall be registered inspected by the County Sealer of Weights and Measures as per Plumas County Code. Agricultural Commissioner.
- I. An annual on-site compliance inspection, as detailed by the permit type, by the Agricultural Commissioner's and/or the Planning Department office.
- J. Any use of pesticide products shall be consistent with State law and regulations enforced by the California Department of Pesticide Regulation and the Agricultural Commissioner. Before any pesticides are purchased or applied, an operator identification number must be obtained from the Agricultural Commissioner and pesticide use reports must be submitted to that office. ~~At the present time, there are no pesticides or herbicides registered specifically for use directly on cannabis and the use of pesticides on cannabis plants has not been reviewed for safety, human health effects, or environmental impacts. Under California law, the only pesticide products not illegal to~~

## Plumas County Cannabis Ordinance - DRAFT



use on cannabis are those that contain an active ingredient that is exempt from residue tolerance requirements and are either registered and labeled for a broad enough use to include use on cannabis, or exempt from registration requirements as a minimum risk pesticide under the Federal Insecticide Fungicide Rodenticide Act section 25(b) and California

- Provide required personal protective equipment
- Provide required training and access to pesticide labels and safety information; and
- Properly store, handle, and dispose of pesticides.

K. Code of Regulations, Title 3, Section 6147. All product labelling and any products on the site shall be placed, used, and stored in a manner that ensures that they will not enter or be released into surface or ground waters. All agricultural use pesticides and concentrated fertilizers, amendments, and similar materials shall be stored in a locked, hard-faced enclosure to prevent unauthorized entry by humans and to exclude large animals that may be attracted by odors.

L. Fuel shall be stored and handled in compliance with applicable state and local laws and regulations and in such a way that no spillage occurs.

M. Pay all applicable fees for application, consultations, and inspections.

N. Comply with any conditions that may apply as a result of zoning clearance certificate, minor use permit, or special use permit.

O. From Sonoma County: All lighting shall be fully shielded, downward casting and not spill over onto structures, other properties or the night sky. All indoor lighting and mixed light operations shall be fully contained so that little or no light escapes. Light shall not escape at a level that is visible from neighboring properties between sunset and sunrise.

P. From Sonoma County: All indoor, greenhouse and mixed light cultivation operations and any drying, aging, trimming and packaging facilities shall be equipped with order control filtration and ventilation system(s) to control odors, humidity, and mold. All cultivation sites shall utilize dust control measures on access roads and all ground disturbing activities. Review further

Q. From Sonoma County: Cultivators shall comply with all applicable federal, state, and local laws and regulations governing California Agricultural Employers, which may include: federal and state wage and hour laws, CAL/OSHA and California Agricultural Labors Relations Act.

## Plumas County Cannabis Ordinance - DRAFT



### SECTION 15. Cultivation Site Inspections: Violations and Enforcement

If the Agricultural Commissioner's office determines that the site does not comply with the requirements established by this chapter, the inspector shall serve notice to the permit holder with a written statement identifying the items not in compliance, and may suggest action(s) that the permit holder may take to cure the noncompliance(s). Personal delivery or mailing the written statement to the mailing address listed on the application by regular mail, plus three (3) days after date of mailing, shall constitute delivery. The time frame allowed for the permit holder to take appropriate actions to cure the noncompliance shall be the shortest feasible time frame as determined by the inspector. The Agricultural Commissioner's office may amend the time frame if deemed inappropriate. A re-inspection by the Agricultural Commissioner's office inspector will be required to confirm and document the curative measure(s) taken by the permit holder. It is the responsibility of the permit holder to facilitate the above mentioned reinspection by the end of the allowed timeframe. Failure to request re-inspection or to cure any items of noncompliance shall initiate an unscheduled compliance inspection from the Department of Agriculture. Inspection fees shall be charged to the permittee for any additional compliance inspections required beyond those regularly scheduled. All additional inspection fees shall consist of the hourly rate for an inspector from the Department of Agriculture for the travel and inspection time plus the standard IRS mileage rate for travel distance.

If the non-compliance(s) are substantiated during the unscheduled compliance inspection above, the Department of Agriculture shall notify other public agencies or County departments, including the Planning Department, of these findings. The cultivation permit issued pursuant to this chapter shall be in suspension pending a final compliance re-inspection from the Department of Agriculture within seven (7) days. This final re-inspection will be to determine whether or not the permit holder has cured all issues of noncompliance. Failure to request and facilitate this final re-inspection or to cure any items of noncompliance shall terminate the cultivation permit through the issuance of a "Notice to Terminate Permit". The permit shall be terminated immediately upon the expiration of any appeal period or, if an appeal to this determination and action is filed.

The County shall additionally notify any state license authority, as defined by the MCRSA and AUMA, whenever the County cultivation permit has been suspended or terminated, as appropriate.

### SECTION 16. Cultivation Site Inspections and Appeals

# Plumas County Cannabis Ordinance - DRAFT



If a "Notice to Terminate Permit" is issued to a permittee by the Agricultural Commissioner's office, the permittee may appeal said notice within ten (10) days after delivery. Personal delivery or mailing the written statement to the mailing address listed on the application by regular mail, plus three (3) days after date of mailing, shall constitute delivery. The appeal shall be made in writing, on a form provided by the Agricultural Commissioner's Office. The fee for filing the appeal is \$100.00.

## SECTION 17. Commercial Non-Cultivation Permits – Specific Requirements

### A. "Type 6" (Manufacturer Level 1) sites that manufacture marijuana products using nonvolatile solvents, or no solvents.

- i. The legal parcel where manufacturing is occurring must have one of the following zoning designations:
  1. Zones that require Special Use Permit (SUP): I-1, I-2.
  2. Zones that require Zoning Clearance Certificate (ZCC): ~~2-R, 3-R, 7-R, MR, S-1, S-3, R-10, R-20, C-1, C-2, C-3, I-1, I-2, GA, GF~~
- ii. The permittee shall facilitate the annual on-site compliance inspection, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Department of Environmental Health during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays). Check Cottage Industry rules. Pending state rules. Review home business and home industry rules.

Commented [68]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

Commented [69]: See zoning comments above

Commented [70]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

Commented [71]: See zoning comments above

Commented [HB72]: Updated to reflect matrix 6/28/17

Commented [73]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

Commented [74]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

Commented [75]: See zoning comments above

Commented [76]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

Commented [77]: See zoning comments above

Commented [HB78]: Updated to reflect matrix 6/28/17

Commented [79]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

### B. "Type 7" (Manufacturer Level 2) sites that manufacture marijuana products using volatile solvents

- i. The legal parcel where manufacturing is occurring must have one of the following zoning designations:
  1. Zones that require Special Use Permit (SUP): I-1, I-2.
  2. Zones that require Zoning Clearance Certificate (ZCC): ~~2-R, 3-R, 7-R, MR, S-1, S-3, R-10, R-20, C-1, C-2, C-3, I-1, I-2, GA, GF~~
- ii. The permittee shall facilitate the annual on-site compliance inspection, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Department of Environmental Health during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays).

# Plumas County Cannabis Ordinance - DRAFT



## C. "Type 8" (Testing) for testing cannabis and cannabis products.

- i. The legal parcel where testing is occurring must have one of the following zoning designations:

1. Zones that require Special Use Permit (SUP): I-1, I-2.

4. 2. ~~Zones that require Zoning Clearance Certificate (ZCC): C-1, C-2, C-3, I-1, I-2~~

- ii. The permittee shall facilitate the annual on-site compliance inspection, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Department of Environmental Health during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays).

Commented [80]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

Commented [HB81]: Updated to reflect matrix 6/28/17

## D. "Type 10" (Retailer/Dispensary) for the retail sale of cannabis or cannabis products.

This license shall allow for delivery from a permitted Dispensary.

- i. The legal parcel where retailing is occurring, or delivery is initiating must have one of the following zoning designations:

1. Zones that require Special Use Permit (SUP): I-1, I-2.

4. 2. ~~Zones that require Zoning Clearance Certificate (ZCC): C-1, C-2, C-3. State rules may dictate~~

- ii. The permittee shall facilitate the annual on-site compliance inspection, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Department of Environmental Health during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays).

Commented [82]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

Commented [HB83]: Updated to reflect matrix 6/28/17. SUP in C-1, C-2, C-3 or no? Randy had as requirement in text.

## E. "Type 11" (Distributor) for the distribution of cannabis and cannabis product. Licensee shall be bonded and insured at a level no less the minimum established by the licensing authorities.

- i. The legal parcel where retailing is occurring, or delivery is initiating must have one of the following zoning designations:

1. Zones that require Special Use Permit (SUP): I-1, I-2

4. 2. ~~Zones that require Zoning Clearance Certificate (ZCC): C-1, C-2, C-3, I-1, I-2~~

Commented [HB84]: Updated to reflect matrix 6/28/17

Commented [85]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

Commented [86]: See zoning comment above

# Plumas County Cannabis Ordinance - DRAFT



notice, to be conducted by the Department of Environmental Health during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays).

F. “Type 12” (Microbusiness) the cultivation of cannabis on an area less than 10,000 square feet and to act as a licensed distributor, Level 1 manufacturer, and retailer under this division, provided such licensee complies with all requirements imposed by this division on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the licensee engages in such activities.

i. The legal parcel where cultivation, distribution, manufacturing and retailing is occurring must have one of the following zoning designations:

1. Zones that require Special Use Permit (SUP): I-1, I-2, ~~I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13, I-14, I-15, I-16, I-17, I-18, I-19, I-20, C-1, C-2, C-3, I-1, I-2, AP, GA~~
2. Zones that require Zoning Clearance Certificate (ZCC): S-1, S-3, R-10, R-20, C-1, C-2, C-3, ~~I-1, I-2, AP, GA~~

Commented [HB87]: Updated to reflect matrix 6/28/17

ii. The permittee shall facilitate the annual on-site compliance inspection, and additional inspections if deemed necessary, with at least 24 hours prior notice, to be conducted by the Department of Environmental Health during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays).

Commented [88]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

Commented [89]: I do not agree or disagree with this zoning list. However, I feel the working group needs to discuss and agree on the zones before they are agreed to in this document.

## SECTION 18. Cannabis Dispensary Standards

1. Purpose. This section provides the location and operational standards for any cannabis dispensary within the unincorporated county in order to promote the health, safety, and general welfare of its residents and businesses.
2. Customers: Dispensaries will serve qualified medical patients recreational users once legal under California State Law
3. Permit Requirements. A special use permit from the County Planning Department shall be required for any cannabis dispensary.
4. Compliance with Operating Plan and Conditions Required. A cannabis dispensary shall submit, as a part of the special use permit application, an operating plan that specifies the manner in which operations will be handled and security provided and hours and days of operation. Any medical cannabis dispensary approved under this section shall be operated in conformance with the approved operating plan and shall meet any specific, additional operating procedures and measures as may be imposed as conditions of approval to ensure that the operation of the dispensary is consistent with protection of the health, safety and welfare of the community, qualified patients, and primary caregivers, and will not adversely affect surrounding uses.

Commented [90]: How is an employer to know before hand how many employees they will hire? If the number changes, is this a cause to suspend a permit? Likewise, how will a business owner know how many customers she may have before even opening? These conditions seem almost impossible to meet, and I don't see the purpose of them.

Commented [91]: I took out some specifics about employee and customer counts and also took out the section about needing to check medical scripts - that's all in state law and is not relevant with prop 64

## Plumas County Cannabis Ordinance - DRAFT



5. Exercise and Renewal of Permit. A special use permit annual renewal may be approved by the planning director only if all of the following findings are made:
  - a. The use has been conducted in accordance with this section, with the dispensary's approved operating plan, and with all applicable use permit conditions of approval;
  - b. There are no outstanding violations of health, safety, or land use.
6. Signed Affidavit. The property owner and applicant, if other than the property owner, shall sign the application for the special use permit, and shall include affidavits agreeing to abide by and conform to the conditions of the use permit and all provisions of the Plumas County Code pertaining to the establishment and operation of the cannabis dispensary use, including, but not limited to, the provisions of this section. The affidavit(s) shall acknowledge that the approval of the cannabis dispensary special use permit shall in no way permit any activity contrary to the Plumas County Code, or any activity which is in violation of any applicable laws.
7. Location Requirements.
  - a. ~~A cannabis dispensary shall not be within one hundred feet (100') of a residential zoning district.~~
  - b. A cannabis dispensary shall not be within six hundred feet (600') of a school.
8. Operating Standards. The following are the minimum development criteria and operational standards applicable to any cannabis dispensary use:
  - a. The building in which the dispensary is located shall comply with all applicable local, state and federal rules, regulations, and laws including, but not limited to, building codes and accessibility requirements;
  - b. The dispensary shall provide adequate security on the premises, including lighting and alarms, to insure the safety of persons and to protect the premises from theft. The applicant shall submit a security plan for review and approval. The Security Plan shall remain confidential.
  - c. No person shall be allowed onto the premises unless they are an employee, vendor or contractor of the dispensary, a primary caregiver, and/or a qualified patient or an employee of an agency having jurisdiction monitoring or investigating the terms of regulatory compliance. If the dispensary denies entry for monitoring and inspection to any employee of an agency having jurisdiction, the dispensary may be closed. In strict accordance with California Health and Safety Code Section 11362.5 et seq. no person under the age of eighteen (18) shall be allowed on the dispensary site. All persons entering the site shall present a photo identification and shall establish proof of doctor's recommendation except as representing a regulatory agency or once recreational use is allowed by California State Law. The operating plan submitted as a part of the use permit application



## Plumas County Cannabis Ordinance - DRAFT

shall specify how this provision will be complied with and enforced; What about recreational?

Commented [92]: Should this be updated since this is also describing the rec use allowed by the state now?

- d. No dispensary shall hold or maintain a license from the State Department of Alcoholic Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. No alcoholic beverages shall be allowed or consumed on the premises; What about state law?
- e. An exhaust and ventilation system shall be utilized to prevent off-site odors;
- f. A dispensary may sell live starter plants, clones and seeds from qualified nurseries. A dispensary may sell manufactured cannabis, including edible product, tinctures and concentrates. It may also sell vaporizing and smoking devices and other merchandise. Dispensaries cannot sell tobacco or alcohol.
- g. No dispensary may increase in size without amending the special use permit. The size limitation shall be included in the operational plan;
- h. Cannabis delivery services may only be allowed from a permitted cannabis dispensary; What about state law?

Commented [93]: Doesn't Prop 64 also forbid dispensaries from selling tobacco products?

Commented [94]: AB64

### SECTION 19: Dispensary On-site Consumption Permit

- A. An applicant must obtain an on-site consumption permit from the Planning Department in order for cannabis to be consumed on the premises of the dispensary.
- B. An on-site consumption permit may be issued at the discretion of the Planning Director to dispensaries in good standing and based on an evaluative point system that takes into consideration the operating history and business practices of the applicant, and any other factors that are deemed necessary to promote the peace, order and welfare of the public.
- C. An application for an on-site consumption permit may be denied for failure to meet requirements of the County Building Code. County Fire Code. County Planning Code, and/or any violation of State or local law relevant to the operation of dispensaries.
- D. The Planning Director shall establish conditions of approval for each onsite consumption permit, including but not limited to a parking plan, ventilation plan, and set hours of operation. Set hours of operation may only be adjusted by submitting a written request to and obtaining approval from the Planning Department.

Commented [95]: Who makes the point system, is there an example? Do we as the group get any say or vision of what this system will be?

Commented [96]: I would like to see what it is we are approving.

Commented [97]: Could this also go with section 18?

### SECTION 20. Public Nuisance

- A. All of the remedies provided for in this chapter shall be cumulative and not exclusive for violations of this chapter. Any violation of this chapter, including, but not limited to failure to obtain and maintain in good standing any permit required by this chapter, compliance

# Plumas County Cannabis Ordinance - DRAFT



with any required element on which a permit was issued pursuant to this chapter, or any violation of the provisions of this chapter where a permit is not required, shall be, and the same hereby is declared to be, a public nuisance and unlawful and shall be subject to injunction, abatement or any other administrative or civil remedy available to the County under the applicable state and county laws, including but not limited to those set forth in Plumas County Code, MCRSA, and AUMA .

- B. The County may abate the violations of this chapter in accordance with the provisions of County Code Section \_\_\_\_\_ or by the prosecution of a civil action, including an action for injunctive relief. The remedy of injunctive relief may take the form of a court order, enforceable through civil contempt proceedings, prohibiting the maintenance of the violation of this chapter or requiring compliance with other terms.
- C. The County may also abate the violation of this chapter through the abatement process established by Government Code Section 25845.

## **SECTION 21. Attorneys' Fees**

Pursuant to Government Code Section 25845(c), in any action, administrative proceeding, or matter commenced by the County to abate a nuisance, or to collect the cost of abatement or any penalty or fee related thereto, the prevailing party shall recover its attorneys' fees. The recovery of attorneys' fees under this Section is limited to those actions, administrative proceedings, or matters in which the County chooses at the initiation of the action, administrative proceeding, or matter to seek the recovery of its own attorneys' fees. In no event shall an award of attorneys' fees under this Section exceed the reasonable amount of attorneys' fees incurred by the County in the action or proceeding. Indemnification

## **SECTION 22. Confidentiality**

To the fullest extent authorized by state and federal law, all use information received by and/or generated by the operation of this chapter has always been intended to be treated and held by the county as confidential information. Notwithstanding the foregoing, information provided to the county may be released as required by law, judicial order, or subpoena, and could be used in criminal prosecution. County Counsel.

## **SECTION 23. Severability**

If any provision of this chapter, or the application thereof, is held invalid, that invalidity shall not affect any other provision or application of this chapter that can be given effect



## Plumas County Cannabis Ordinance - DRAFT

without the invalid provisions or application; and to this end, the provisions or application of this Section are severable. County Counsel

### SECTION 23. Zoning Matrix Summary

For an easier to view matrix, see this link:

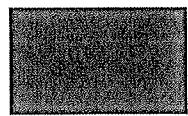
<https://docs.google.com/spreadsheets/d/1JWwwkj-WJPEPU15SR7PSQoUqmUoPmac6wKXiA-B8th0/edit?usp=sharing>

Commented [98]: Think about removing all grows from I-1 and I-2

Commented [99]: Clarification from the planning department on exactly what permit types are needed for what specific zones would be extremely helpful

# Plumas County Cannabis Ordinance - DRAFT





# Plumas County Draft Cannabis Ordinance Public Input Out-Reach Meetings

# Overview

- Cannabis Ordinance Development Process Overview
- Cannabis Related Issues
- New state regulations (MCRSA (medical) and Prop 64 (adult recreational))
- State Agencies Regulating Cannabis Activities
- Overview of Draft Cannabis Ordinance
- Key discussion points
- Public Comments and Feedback



# Cannabis Ordinance Development Overview

- \* Cannabis Working Group-Appointed by the Board of Supervisors
- Cannabis Working Group-Development of Draft Cannabis Ordinance
- Public Outreach and Comment Meetings within each Supervisorial District-there is the need for a local permit in order to apply of a state permit
- Cannabis Working Group will be making revisions based on Public Input
- Cannabis Working Group will make recommendations to Planning Commission
- Planning Commission will make recommendations to the Board of Supervisors

- Board of Supervisors approves Draft Cannabis Ordinance for CEQA review
- CEQA review conducted with possible changes to Draft Cannabis Ordinance
- Board of Supervisors adopts Cannabis Ordinance
- Staff recommends that cannabis activities be taxed at the local level and that a Prop 218 Tax Measure be passed by the voters
- This is a general review of the ordinance process. Public Hearings will be held by both the Planning Commission and the Board of Supervisors. Changes to the draft ordinance are always possible. The Board of Supervisors has authorized the development of a cannabis ordinance, but is not bound to approve such an ordinance if the Board so chooses.
- The Board held two hearings regarding putting a moratorium in place, but did not vote to impose a moratorium.

# Cannabis Related Issues

- Cannabis cultivation has been illegal and not been regulated in the past by either the state or Plumas County
- Cannabis cultivation has not been taxed
- Cannabis grows hidden in remote locations
- Environmental degradation
- Cartels and violence
- No permitted cannabis dispensaries in Plumas County
- No permitted cannabis manufacturing operations in Plumas County
- Neighborhood compatibility issues with cultivation and cannabis related activities

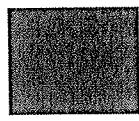
# New state regulations (MCRSA (medical)) and Prop 64 (adult recreational)

- MCRSA passed by State of California-regulates cultivation, medical cannabis dispensing, and manufactured medical cannabis products
- Proposition 64 passed by California voters in November 2016-regulates recreational cannabis cultivation, recreational dispensing, and manufactured recreational cannabis products
- Proposition 64 passed in Plumas County with 51% of vote
- Both laws regulate cannabis
- Under both laws local permits or licences required in order to acquire state issued permits

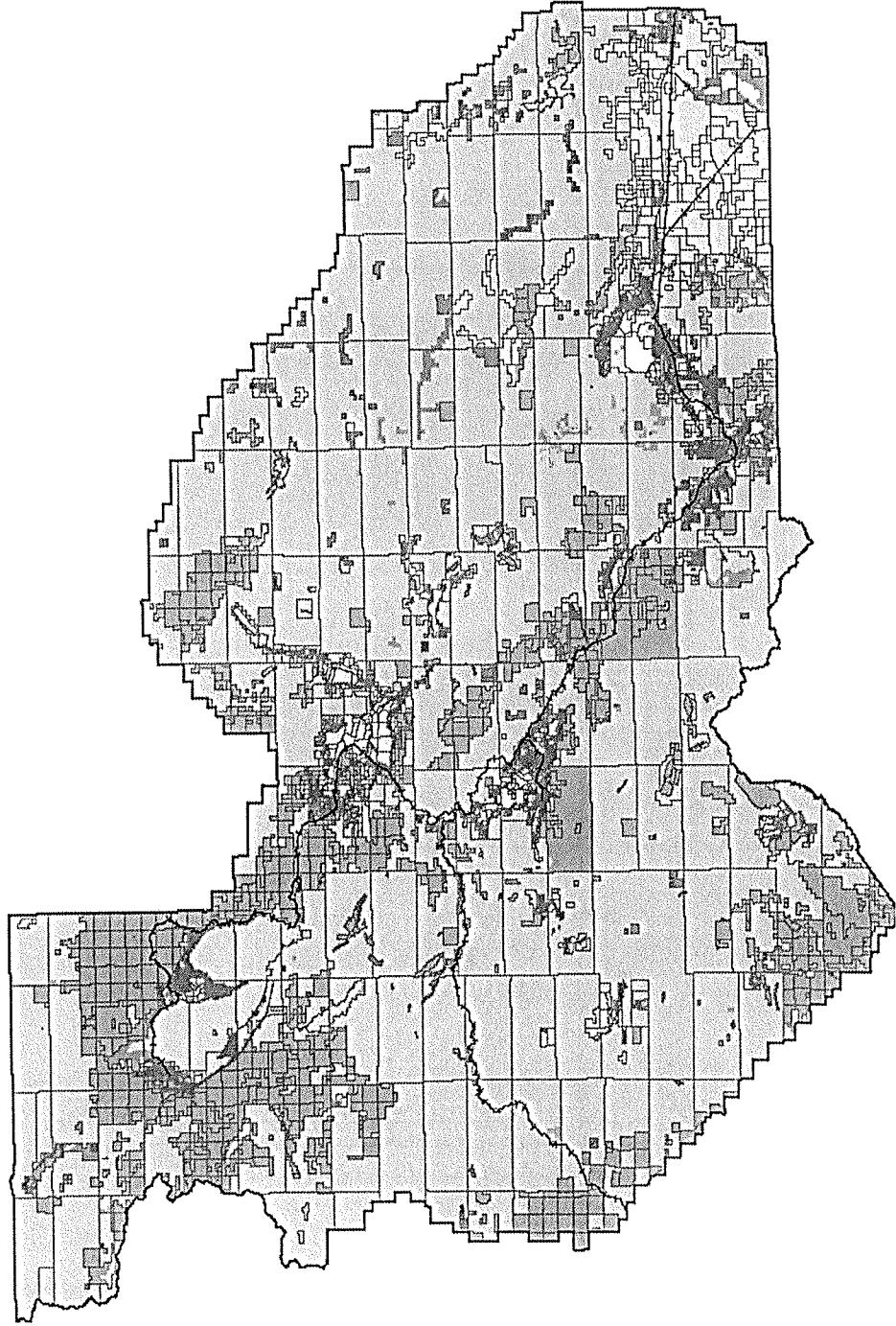
# State Agencies Regulating Cannabis Activities

- Department of Fish and Wildlife
- Regional Water Control Board
- Department of Food and Agriculture
- Department of Public Health
- Department of Forestry (Calfire)
- Bureau of Cannabis Control (new name)

**Several Plumas County Departments may be involved in local permitting if a Plumas County Cannabis Ordinance is approved (Planning, Building, Environmental Health, Agricultural Commissioner)**



# Zoning Map of Plumas County





# Objectives for Ordinance

- Effectively address neighborhood compatibility issues with cultivation and cannabis related activities.
- Set standards, as allowed under state law, for personal recreational cannabis cultivation.
- Set standards for commercial cannabis activities, including cultivation, dispensaries, and cannabis related manufacturing.
- Provide a pathway for illegal cultivation on private lands to become legal.
- Align local cannabis rules with state regulations, providing a pathway from local permitting to state permitting.

LB

# Plumas County Elected Department Heads

**Assessor: Charles W. Leonhardt**

**Auditor: Roberta Allen**

**Clerk Recorder: Kathy Williams**

**District Attorney: David Hollister**

**Sheriff-Coroner: Greg Hagwood**

**Treasurer Tax Collector: Julie White**

**Date: August 22, 2017**

**To: The Honorable Board of Supervisors**

**From: Plumas County Elected Department Heads**

**Subject: Elected Official Salaries and Retirement Contributions**

**It is Recommended that:** The Board adopt and waive the first reading of one of the three alternative Ordinances attached.

**Background and Discussion:** In the spring of 2017, the elected department heads met to discuss the status of elected official compensation. It was noted in the meeting that the last ordinance adopted by the Board of Supervisors addressing compensation was dated September 18, 2007. It was also noted that salary surveys done by our respective professional organizations ranked Plumas County Elected Officials at or near the bottom of the state wide grouping.

Using salaries for the six departments in the 10 comparable counties from 2016, the Elected Department Heads confirmed that their respective salaries were at or near the bottom of those surveyed. An agenda request was prepared to address this matter with the Board. The Board Chair expressed the collective desire to have the matter reviewed and the topic was placed on the agenda. The Board Chair was prompt in addressing the concerns tendered and requested that the Director of Human Resources conduct a survey of the 10 comparison counties used since at least 1995 by Plumas County and the Board of Supervisors. The Director of Human Resources promptly conducted the survey and results were delivered to the Board Chair and the Elected Department Heads. The results of this independent survey were very similar to the survey done by the Elected Department Heads with the exception that some of the salaries in other counties were now higher. The results indicated that compensation levels for Elected Department Heads in Plumas County are 26.5% to 42.5 % behind the 10 comparison county averages as determined by Human Resources. 4 of 6 of the salaries for Plumas County Elected Department Heads were lower than any salaries on the survey. Plumas County placed second to the lowest for one official and fourth from the lowest in another. Historically, Plumas County has set salaries at a level equal to average with those of the ten comparable counties.

On June 13, 2017, the matter was placed on the Board's agenda under Board of Supervisors item B. "Discussion and possible action regarding Elected Officials Salary and Compensation." The matter was presented to the Board together with the survey. The Board agreed that 10 years since the last salary review was indeed a long time. They then adopted an Ordinance (by a 4-1 vote) adjusting the Elected Department Head salaries to the 10 county average. After many of the Elected Department Heads left the room, it was decided that the matter was not properly noticed, because the agenda item did not refer to the word "Ordinance". To rectify the oversite, a subsequent action was unanimously approved by the Board and directed the matter to be properly noticed and heard on July 11, 2017.

The survey and proposed Ordinance regarding the Elected Department Head's salaries was reintroduced at the July 11, 2017 Board meeting, however no action was taken. The matter has since been discussed at subsequent Board meetings without the Ordinance being adopted.

At the August 8, 2017 Board meeting, the Elected Department Heads were directed to provide the Board with options to consider for addressing the matter of bringing compensation levels in line with the 10 county average as there was concern regarding implementing the full salary adjustment all at one time.

In response to that request, the Elected Department Heads have developed three suggested alternatives. The alternatives developed are based upon the 10 county comparison prepared by the Director of Human Resources. The alternatives also reflect the Elected Department Heads prior agreement to assume the remaining 4% employee contribution (5% for the Sheriff) to PERS retirement, currently being paid by Plumas County.

**Alternative 1.**

Adopt an Ordinance adjusting the salaries of the Elected Department Heads to the 10 county average as determined by the Director of Human Resources study. The Elected Officials will assume the remaining portion of the employee share of the retirement contribution to PERS on the effective date of the salary adjustment. Annual salary adjustments will be made in a manner identical to the process of salary calculation that the Board follows beginning in 2019.

*This option is similar to the action taken by the Board (by a 4-1 vote) on June 13, 2017. The exception is that the Elected Department Heads are affirming their agreement to the adjustment in PERS contribution. This option would reflect a \$176,700.05 increase to the base salary cost for 12 months. If enacted in October the cost would be reduced to \$132,525 base salary cost +/- for 9 months. (Effective October 1, 2017)*

*That amount would be offset by approximately \$15,488.82 in county retirement contribution savings toward the employee share of PERS. The amount would also be offset by cost recovery through the Cost Plan for the Auditor and Tax Collector and through the SB 2557 Tax Administration Fees for the Assessor, Auditor and Tax Collector. That cost recovery is estimated at \$9,719.59 for 9 months.*

**Alternative 2.**

Adopt an Ordinance adjusting the salaries of the Elected Department Heads to the 10 county average as determined by the Director of Human Resources study. 50% of adjustment will be made October 1, 2017. The remaining 50% of the adjustment will be effective July 1, 2018. The Elected Officials will assume 50% of the remaining employee portion of the PERS retirement contribution on October 1, 2017 and the remaining 50% will be assumed on July 1, 2018. Annual salary adjustments will be made in a manner identical to the process of salary calculation that the Board follows beginning in 2019.

*This option allows for the Board to phase in the salary adjustment to the 10 county average. The Elected Department Heads likewise phase in the remaining employee share of the retirement contribution to PERS. This option would reflect an \$88,350.04+/- increase in base salary cost for the current budget year on a 12 month basis. The base salary cost for the current year reduces to \$66,262.53+/- for a 9 month period. (Effective October 1, 2017)*

*That amount would be offset by approximately \$7,744.41+/- in county retirement contribution savings toward the employee share of PERS in the current budget year. The amount would also be offset by cost recovery through the Cost Plan for the Auditor and Tax Collector and through the SB 2557 Tax Administration Fees for the Assessor, Auditor and Tax Collector. That cost recovery is estimated at \$4,859.80+/- for 9 months.*

**Alternative 3.**

Adopt an Ordinance adjusting the salaries of the Elected Department Heads to the 10 county average as determined by the Director of Human Resources study. A 20 % increase to current salaries will be made October 1, 2017. The final adjustment to the 10 county average will be effective July 1, 2018. The Elected Officials will assume 50% of the remaining portion of the employee portion of the PERS retirement contribution on October 1, 2017 and the balance of 50% will be assumed on July 1, 2018. Annual salary adjustments will be made in a manner identical to the process of salary calculation that the Board follows beginning in 2019

*This option allows for the Board to phase in the salary adjustment to the 10 county average. The 20% increase initially was inspired by the Board's cost of living adjustments over the past 10 years. The Elected Department Heads likewise phase in the remaining employee share of the retirement contributions. This option would reflect a \$98,498.04+/- increase in base salary cost for the current budget year on a 12 month basis. The base salary cost for the current year reduces to \$73,873.80+/- for a 9 month period. (Effective October 1, 2017)*

*That amount would be offset by approximately \$7,744.41+/- in county retirement contribution savings toward the employee share of PERS. The amount would also be offset by cost recovery through the Cost Plan for the Auditor and Tax Collector and through the SB 2557 Tax Administration Fees for the Assessor, Auditor and Tax Collector. That cost recovery is estimated at \$7,919.18+/- for 9 months.*

Additional sources to fund returning Elected Department Head salaries to be commensurate with the long standing 10 county survey might include the \$100,000 revenue stream obtained by the Sheriff, from the Office of Emergency Services as well as the unanticipated increase in revenue of \$45, 000 collected through the Clerk Recorder's Office in the 2016-2017 budget.

Elected Officials Annual Base Pay  
Ten County Wage Survey

Elected Officials Annual Base Rate of Pay

	Assessor	Auditor	Clerk Recorder	District Attorney	Sheriff - Coroner	Treasurer Tax Collector
Amador <i>as of 07/01/2017</i>	\$ 105,168.00	\$ 110,496.00	\$ 98,256.00	\$ 133,752.00	\$ 128,124.00	\$ 102,828.00
Calaveras	\$ 107,556.80	\$ 107,556.80	\$ 107,556.80	\$ 154,107.20	\$ 140,691.20	\$ 107,556.80
Colusa	\$ 116,760.00	\$ 122,688.00	\$ 108,408.00	\$ 156,416.00	\$ 140,772.00	\$ 95,472.00
Del Norte	\$ 81,645.20	\$ 80,905.24	\$ 80,215.20	\$ 104,977.60	\$ 90,764.18	\$ 79,372.28
Glenn	**			\$ 93,329.60	\$ 91,457.60	**
Inyo	\$ 107,208.00	\$ 107,208.00	\$ 97,464.00	\$ 141,502.40	\$ 133,584.00	\$ 97,464.00
Lassen <i>as of 8/13/2017</i>	\$ 83,664.00	\$ 83,664.00	\$ 83,664.00	\$ 101,193.66	\$ 79,800.00	\$ 83,664.00
San Benito	\$ 118,838.10			\$ 153,608.00	\$ 196,580.80	\$ 118,289.60
Tehama	\$ 112,251.00	\$ 115,053.00	\$ 101,820.00	\$ 141,939.20	\$ 132,640.00	\$ 106,906.00
Tuolumne	\$ 126,235.20			\$ 144,435.20	\$ 139,484.80	\$ 126,235.20
Total	\$ 959,326.30	\$ 727,571.04	\$ 677,384.00	\$ 1,325,260.86	\$ 1,273,898.58	\$ 917,787.88
<b>Average</b>	<b>\$ 106,591.81</b>	<b>\$ 103,938.72</b>	<b>\$ 96,769.14</b>	<b>\$ 132,526.09</b>	<b>\$ 127,389.86</b>	<b>\$ 101,976.43</b>
Plumas Current Base Rate	\$ 74,784.00	\$ 77,208.00	\$ 74,784.00	\$ 95,724.00	\$ 95,208.00	\$ 74,784.00
Base rate with stipend				<b>83,812.92</b>		<b>84,003.72</b>

*Amador County wages are effective 07/01/2017  
Lassen County Wages are effective 08/13/2017*

Prepared: May 2017  
Human Resources

**ORDINANCE NO. 2017-**  
**AN ORDINANCE AMENDING ARTICLE 2 OF CHAPTER 5**  
**OF TITLE 2 OF PLUMAS COUNTY CODE**  
**(SALARIES: ELECTED OFFICIALS)**

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

**SECTION 1.** Section 2-5.201 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.201 Assessor**

The annual salary of the Assessor shall be One Hundred Six Thousand Five Hundred Ninety-one and 81/100 Dollars (\$106,591.81) effective October 5, 2017.

**SECTION 2.** Section 2-5.202 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.202 Auditor-Controller**

The annual salary of the Auditor-Controller shall be One Hundred Three Thousand Nine Hundred Thirty-eight and 72/100 Dollars (\$103,938.72) effective October 5, 2017.

**SECTION 3.** Section 2-5.203 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.203 County Clerk-Recorder**

The annual salary of the County Clerk-Recorder shall be Ninety-six Thousand Seven Hundred Sixty-nine and 14/100 Dollars (\$96,769.14). In addition, the County Clerk-Recorder shall be paid an annual stipend of Seven Thousand Six Hundred Twenty-one and 13/100 Dollars (\$7,621.13) effective October 5, 2017.

**SECTION 4.** Section 2-5.204 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.204 District Attorney-Public Administrator**

The annual salary of the District Attorney-Public Administrator shall be One Hundred Thirty-two Thousand Five Hundred Twenty-six and 09/100 Dollars (\$132,526.09) effective October 5, 2017.

**SECTION 5.** Section 2-5.205 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is repealed in its entirety.

**SECTION 6.** Section 2-5.206 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.206 Sheriff-Coroner**

The annual salary of the Sheriff-Coroner shall be One Hundred Twenty-seven Thousand Three Hundred Eighty-nine and 86/100 Dollars (\$127,389.86) effective October 5, 2017.

**SECTION 7.** Section 2-5.207 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.207 Treasurer-Tax Collector**

The annual salary of the Treasurer-Tax Collector shall be One Hundred One Thousand Nine Hundred Seventy-six and 43/100 Dollars (\$101,976.43). In addition, the Treasurer-Tax Collector shall be paid an annual stipend of Nine Thousand Two Hundred Nineteen and 72/100 Dollars (\$9,219.72) effective October 5, 2017.

**SECTION 8.** Section 2-5.208 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.208 Benefits for Elected Officials**

The benefits for elected officials shall generally be the same as for appointed department heads except for sick leave, vacation and administrative leave. Other benefits shall be as established by the Board of Supervisors by minute order or Resolution.

**SECTION 9.** Section 2-5.209 is added of Article 2 of Chapter 5 of Title 2, of the Plumas County Code following Section 2-5.208 to read as follows:

**Section 2-5.209 Elected Officials Annual Salary Adjustment**

Beginning January 1, 2019, the annual salary for each Elected Official set forth in the Article 2 shall be adjusted on the first day of the first pay period after July 1<sup>st</sup> of each year based on the percentage change in the California Consumer Price Index, all urban consumer series using the “April to April” comparison.

**SECTION 10.** Section 2-5.210 is added of Article 2 of Chapter 5 of Title 2, of the Plumas County Code following Section 2-5.209 to read as follows:

**Section 2-5.210 Operative date: Effective date: Publication: Codification**

This Ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the Feather River Bulletin, a newspaper of general circulation in Plumas County, within 15 days of final adoption. Sections 1 through 10 of this Ordinance shall be codified; the remainder shall be un-codified.

Introduced at a regular meeting of the Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Lori Simpson, Chair of the Board of Supervisors

ATTEST:

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Nancy L. DaForno, Clerk of the Board

## Alternative 2

**ORDINANCE NO. 2017-  
AN ORDINANCE AMENDING ARTICLE 2 OF CHAPTER 5  
OF TITLE 2 OF PLUMAS COUNTY CODE  
(SALARIES: ELECTED OFFICIALS)**

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

**SECTION 1.** Section 2-5.201 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.201 Assessor**

The annual salary of the Assessor shall be Ninety Thousand Six Hundred Eighty-seven and 91/100 Dollars (\$90,687.91) from October 5, 2017 through July 1, 2018 and One Hundred Six Thousand Five Hundred Ninety-one and 81/100 Dollars (\$106,591.81) thereafter.

**SECTION 2.** Section 2-5.202 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.202 Auditor-Controller**

The annual salary of the Auditor-Controller shall be Ninety Thousand Five Hundred Seventy-three and 36/100 Dollars (\$90,573.36) from October 5, 2017 through July 1, 2018 and One Hundred Three Thousand Nine Hundred Thirty-eight and 72/100 Dollars (\$103,938.72) thereafter.

**SECTION 3.** Section 2-5.203 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.203 County Clerk-Recorder**

The annual salary of the County Clerk-Recorder shall be Eighty Five Thousand Seven Hundred Seventy-Six and 57/100 Dollars (\$85,776.57) from October 5, 2017 through July 1, 2018 and Ninety-six Thousand Seven Hundred Sixty-nine and 14/100 Dollars (\$96,769.14) thereafter. In addition, the County Clerk-Recorder shall be paid an annual stipend of Seven Thousand Six Hundred Twenty-one and 13/100 Dollars (\$7,621.13).

**SECTION 4.** Section 2-5.204 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.204 District Attorney-Public Administrator**

The annual salary of the District Attorney-Public Administrator shall be One Hundred Fourteen Thousand One Hundred Twenty-Five and 04/100 Dollars (\$114,125.04) from October 5, 2017 through July 1, 2018 and One Hundred Thirty-two Thousand Five Hundred Twenty-six and 09/100 Dollars (\$132,526.09) thereafter.

**SECTION 5.** Section 2-5.205 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is repealed in its entirety.

**SECTION 6.** Section 2-5.206 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.206 Sheriff-Coroner**

The annual salary of the Sheriff-Coroner shall be One Hundred Eleven Thousand Nine Hundred Eighty-Nine and 93/100 Dollars (\$111,298.93) from October 5, 2017 through July 1, 2018 and One Hundred Twenty-seven Thousand Three Hundred Eighty-nine and 86/100 Dollars (\$127,389.86) thereafter.

## *Alternative 2*

**SECTION 7.** Section 2-5.207 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.207 Treasurer-Tax Collector**

The annual salary of the Treasurer-Tax Collector shall be Eighty Eight Thousand Three Hundred Eighty and 22/100 Dollars (\$88,380.22) from October 5, 2017 through July 1, 2018 and One Hundred One Thousand Nine Hundred Seventy-six and 43/100 Dollars (\$101,976.43). In addition, the Treasurer-Tax Collector shall be paid an annual stipend of Nine Thousand Two Hundred Nineteen and 72/100 Dollars (\$9,219.72).

**SECTION 8.** Section 2-5.208 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.208 Benefits for Elected Officials**

The benefits for elected officials shall generally be the same as for appointed department heads except for sick leave, vacation and administrative leave. Other benefits shall be as established by the Board of Supervisors by minute order or Resolution.

**SECTION 9.** Section 2-5.209 is added of Article 2 of Chapter 5 of Title 2, of the Plumas County Code following Section 2-5.208 to read as follows:

**Section 2-5.209 Elected Officials Annual Salary Adjustment**

Beginning January 1, 2019, the annual salary for each Elected Official set forth in the Article 2 shall be adjusted on the first day of the first pay period after July 1<sup>st</sup> of each year based on the percentage change in the California Consumer Price Index, all urban consumer series using the “April to April” comparison.

**SECTION 10.** Section 2-5.210 is added of Article 2 of Chapter 5 of Title 2, of the Plumas County Code following Section 2-5.209 to read as follows:

**Section 2-5.210 Operative date: Effective date: Publication: Codification**

This Ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the Feather River Bulletin, a newspaper of general circulation in Plumas County, within 15 days of final adoption. Sections 1 through 10 of this Ordinance shall be codified; the remainder shall be un-codified.

Introduced at a regular meeting of the Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Lori Simpson, Chair of the Board of Supervisors

ATTEST:

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Nancy L. DaForno, Clerk of the Board

# Alternative 3

**ORDINANCE NO. 2017-  
AN ORDINANCE AMENDING ARTICLE 2 OF CHAPTER 5  
OF TITLE 2 OF PLUMAS COUNTY CODE  
(SALARIES: ELECTED OFFICIALS)**

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

**SECTION 1.** Section 2-5.201 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.201 Assessor**

The annual salary of the Assessor shall be Eighty Nine Thousand Seven Hundred Forty and 80/100 Dollars (\$89,740.80) from October 5, 2017 through July 1, 2018 and One Hundred Six Thousand Five Hundred Ninety-one and 81/100 Dollars (\$106,591.81) thereafter.

**SECTION 2.** Section 2-5.202 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.202 Auditor-Controller**

The annual salary of the Auditor-Controller shall be Ninety Two Thousand Six Hundred Forty-nine and 60/100 Dollars (\$92,649.60) from October 5, 2017 through July 1, 2018 and One Hundred Three Thousand Nine Hundred Thirty-eight and 72/100 Dollars (\$103,938.72) thereafter.

**SECTION 3.** Section 2-5.203 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.203 County Clerk-Recorder**

The annual salary of the County Clerk-Recorder shall be Eighty Nine Thousand Seven Hundred Forty and 80/100 Dollars (\$89,740.80) from October 5, 2017 through July 1, 2018 and Ninety-six Thousand Seven Hundred Sixty-nine and 14/100 Dollars (\$96,769.14) thereafter. In addition, the County Clerk-Recorder shall be paid an annual stipend of Seven Thousand Six Hundred Twenty-one and 13/100 Dollars (\$7,621.13).

**SECTION 4.** Section 2-5.204 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.204 District Attorney-Public Administrator**

The annual salary of the District Attorney-Public Administrator shall be One Hundred Fourteen Thousand Eight Hundred Sixty-eight and 80/100 Dollars (\$114,868.80) from October 5, 2017 through July 1, 2018 and One Hundred Thirty-two Thousand Five Hundred Twenty-six and 09/100 Dollars (\$132,526.09) thereafter.

**SECTION 5.** Section 2-5.205 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is repealed in its entirety.

**SECTION 6.** Section 2-5.206 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.206 Sheriff-Coroner**

The annual salary of the Sheriff-Coroner shall be One Hundred Fourteen Thousand Two Hundred Forty-nine and 60/100 Dollars (\$114,249.60) from October 5, 2017 through July 1, 2018 and One Hundred Twenty-seven Thousand Three Hundred Eighty-nine and 86/100 Dollars (\$127,389.86) thereafter.

**SECTION 7.** Section 2-5.207 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.207 Treasurer-Tax Collector**

The annual salary of the Treasurer-Tax Collector shall be Eighty Nine Thousand Seven Hundred Forty and 80/100 Dollars (\$89,740.80) from October 5, 2017 through July 1, 2018 and One Hundred One Thousand Nine Hundred Seventy-six and 43/100 Dollars (\$101,976.43) thereafter. In addition, the Treasurer-Tax Collector shall be paid an annual stipend of Nine Thousand Two Hundred Nineteen and 72/100 Dollars (\$9,219.72).

**SECTION 8.** Section 2-5.208 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.208 Benefits for Elected Officials**

The benefits for elected officials shall generally be the same as for appointed department heads except for sick leave, vacation and administrative leave. Other benefits shall be as established by the Board of Supervisors by minute order or Resolution.

**SECTION 9.** Section 2-5.209 is added of Article 2 of Chapter 5 of Title 2, of the Plumas County Code following Section 2-5.208 to read as follows:

**Section 2-5.209 Elected Officials Annual Salary Adjustment**

Beginning January 1, 2019, the annual salary for each Elected Official set forth in the Article 2 shall be adjusted on the first day of the first pay period after July 1<sup>st</sup> of each year based on the percentage change in the California Consumer Price Index, all urban consumer series using the "April to April" comparison.

**SECTION 10.** Section 2-5.210 is added of Article 2 of Chapter 5 of Title 2, of the Plumas County Code following Section 2-5.209 to read as follows:

**Section 2-5.210 Operative date: Effective date: Publication: Codification**

This Ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the Feather River Bulletin, a newspaper of general circulation in Plumas County, within 15 days of final adoption. Sections 1 through 10 of this Ordinance shall be codified; the remainder shall be un-codified.

Introduced at a regular meeting of the Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Lori Simpson, Chair of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Nancy L. DaForno, Clerk of the Board