

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF SEPTEMBER 13, 2016 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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) PROBATION

- 1) Approve and authorize the Chief Probation Officer to sign contract for up to \$24,500 between County of Plumas and New Beginnings Educational Programs, Inc. for the facilitation of Cognitive Behavioral Therapy Groups; approved as to form by County Counsel
- 2) Approve and authorize the Chief Probation Officer to sign contract for up to \$15,000 between County of Plumas and New Beginnings Educational Programs, Inc. for the facilitation of Domestic Violence Treatment Groups; approved as to form by County Counsel

B) INFORMATION TECHNOLOGY

Authorize payment of software support claim without a contract for Strategy 7 Corp. of \$3,760 included in the FY 2016/2017 budget

C) SOCIAL SERVICES

Ratify a renewed agreement between the County of Plumas and the National Council on Crime and Delinquency for Internet Access to SafeMeasures®, and authorize the Department of Social Services to execute two additional extensions of the agreement after the expiration of the current term; approved as to form by County Counsel

D) ELECTIONS

Adopt **RESOLUTION** authorizing the County Clerk-Recorder to Conduct a Special Election on January 10, 2017 for the Peninsula Fire Protection District

E) PUBLIC WORKS

- 1) Authorize the Department of Public Works to extend the term of an extra-help employee through March 3, 2017
- 2) Approve and authorize the Director of Public Works to sign Utility Agreements for the Spanish Ranch Road Bridge Replacement Project of \$107,761; approved as to form by County Counsel

F) BEHAVIORAL HEALTH

- 1) Adopt **RESOLUTION** to Accept Contract Agreement Number 16-93133 from the State of California Department of Health Care Services (DHCS) Mental Health Services Division; approved as to form by County Counsel
- 2) Alcohol & Other Drugs Division: Adopt **RESOLUTION** to Accept Contract Agreement Number 14-90084 Amendment Number A03 from the State of California Department of Health Care Services for Substance Use Disorder Services; approved as to form by County Counsel

G) AGRICULTURE/WEIGHTS & MEASURES

Approve and authorize the Chair to sign Contract Number 16-0102 of \$5,249 between the County of Plumas and CDFA for Exotic Insect Pest Detection; approved as to form by County Counsel

2. MOUNTAIN MEADOWS CONSERVANCY – Nils Lunder
Presentation of *Almanor Basin Trails Map*

3. DEPARTMENTAL MATTERS

- A) **SHERIFF** – Greg Hagwood
Adopt **RESOLUTION** approving Application for the 2016 State Homeland Security Grant. **Roll call vote**
- B) **SOCIAL SERVICES** – Elliott Smart
Authorize the Department of Social Services to recruit and fill vacant 1.0 FTE Social Worker Supervisor I/II position; discussion and possible action
- C) **PUBLIC HEALTH AGENCY** – Mimi Hall
Introduce and waive first reading of an **ORDINANCE** Adding Chapter 14 of Title 5 of the County Code, "Tobacco Retailer Licensing Program", Requiring the Licensure of Tobacco Retailers. **Roll call vote**

4. 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**

5. BOARD OF SUPERVISORS

Report and update by Susan Scarlett, Budget Consultant on the FY 2016-2017 Budget; discussion and possible action

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – County Librarian
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- C. 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 Thursday, September 15, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California.



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 13, 2016

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Contract between Plumas County Probation and New Beginnings Educational Programs Inc.

Recommendation:

Authorize the Chief Probation Officer to sign contract for up to \$24,500 per annum with New Beginning Educational Programs Inc. for the facilitation of Cognitive Behavior Therapy Classes.

Background:

Cognitive Behavioral Therapy is mental health counseling (psychotherapy) that assists offenders in restructuring negative or inaccurate thinking processes and to help them deal with challenging life situations in order to respond in more effective ways. Monies from SB678 (Dept. 20409) and AB109 (Dept. 20418) will be utilized to pay New Beginnings for the Cognitive Behavior Therapy sessions. The classes will be held on a weekly basis.



Erin Metcalf
Chief Probation Officer

County of Plumas

Department of Probation


270 County Hospital Rd. #128,
Quincy, California, 95971



1A2

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

DATE: September 13, 2016

TO: Honorable Board of Supervisors 

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Contract between Plumas County Probation and New Beginnings Educational Programs Inc.

Recommendation:

Authorize the Chief Probation Officer to sign contract for up to \$15,000 per annum with New Beginning Educational Programs Inc. for the facilitation of Domestic Violence Treatment Groups.

Background:

Section 1203.097 (5) of the Penal Code requires that individuals sentenced on domestic violence charges attend a one year Batterer's Program. Currently, New Beginnings is the only provider to meet the minimum qualifications to offer such a program in Plumas County. Certain Defendants may not have the financial means necessary to pay the costs of attending the groups; this contact would provide additional financial support to New Beginnings for the costs tract associated with facilitating Batterer's Groups in Plumas County. New Beginnings is the only entity that has applied for and met Batterer's Program certification for groups in Plumas County, pursuant to 1203.097 of the Penal Code.

Plumas County Department of Information Technology



County Courthouse, 520 Main Street, Room 208
Quincy, California 95971
Phone: (530) 283-6263
Fax: (530) 283-0946

David M. Preston
Information Systems Manager

DATE: September 13, 2016
TO: Honorable Board of Supervisors
FROM: Dave Preston, Information Systems Manager

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF SEPTEMBER 13, 2016 RE:
APPROVAL OF PAYMENT FOR SOFTWARE SUPPORT WITHOUT CONTRACT.**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval of payment for software maintenance/support as specified below.

Background and Discussion:

Information Technology budgets for and pays software maintenance and support fees annually for software products used by Plumas County. Paying these support fees allows Plumas County access to all software updates and technical support for the specified products. Custom written or specialized software systems have a contract approved by both the County and the Vendor under which the specifics of the maintenance agreement are defined. Many other software packages are used by Plumas County that are not custom written. These packages have no specific contract and are considered "shrink-wrapped" or off the shelf systems. In order to pay these support fees we ask to Board to approve payment of these claims without a signed service contract. Specifically we ask the Board to approve the following payments.

Vendor	Description	Amount
Strategy 7	IBM Informix Software Support	\$ 3760.00

These funds have been budgeted as part of the 2016/2017 IT budget.



ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

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

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

DATE: AUGUST 29, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 6, 2016, CONSENT AGENDA

RE: APPROVAL OF A RENEWED CONTRACT WITH NATIONAL COUNCIL
ON CRIME AND DELINQUENCY FOR INTERNET ACCESS TO
SAFEMEASURES®

It is Recommended that the Board of Supervisors

1. Ratify a renewed agreement between the Department of Social Services and the National Council on Crime and Delinquency for Internet Access to SafeMeasures®.
2. Authorize the Department of Social Services to execute 2 additional extensions of the agreement after the expiration of the current term subject to the availability of funding and an agreement regarding compensation for the extended terms.

Background and Discussion

SafeMeasures® is proprietary data base which provides a mechanism for our Child Welfare staff to monitor case management activities in accordance with the federally proscribed outcome measures for children in the Child Welfare system. All California counties must adhere to these standards. When they don't, performance improvement criteria must be established.

In September of 2004 the Board of Supervisors approved a Department of Social Services request to contract for an Internet subscription to SafeMeasures®. Since then, the Department has continued to subscribe to this data base tool and reporting system. We have been able to secure a discounted pricing structure because we participate with a number of other north state counties as a purchasing consortium.

Our existing agreement for the use of SafeMeasures® terminated effective June 30, 2016. The Department was offered a contract extension for the upcoming fiscal year. Staff moved the agreement forward under the belief that the Board had provided authority to extend the agreement for an additional term, however upon review, it was determined that the Board's authority to extend the agreement also ended June 30, 2016.

Since the renewal amounts have been within the authority of the CAO, in the past, the Department has forwarded the agreement to that office for execution. In the absence of a CAO, the Department requests that your Board ratify the agreement.

Financial Impact

The cost to Plumas County for access is \$6,000 per year compared to the regular \$10,000 plus per year charged to larger jurisdictions. Our requested County budget includes an appropriation for this agreement. Costs are shared between our federal and state Children's Services allocation with a local 15% contribution from Realignment funds.

Other Agency Involvement

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

Copies: PCDSS Management Staff (memo only).

Enclosure

Reporting Service Subscription Agreement For Internet Access to SafeMeasures®

This agreement is between the National Council on Crime and Delinquency, a nonprofit corporation organized under the laws of New York, with business offices in Madison, Wisconsin, USA ("NCCD") and Plumas County, on behalf of its Health and Human Services Department (collectively, "Customer").


BACKGROUND AND PRODUCT DESCRIPTION

- A. NCCD has developed and owns all rights, title, and interest in a certain child welfare reporting service identified as the NCCD Internet Reporting Service, and referred to as SafeMeasures®. SafeMeasures uses case-level data from a child welfare agency's management information system (MIS) and publishes it via a conventional web browser in a series of concise, interactive management reports.
- B. SafeMeasures is a subscription reporting service that permits customers to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format. These reports permit them to estimate current workload demand, plan more effective service interventions, and monitor certain performance indicators established by state or federal regulatory requirements. SafeMeasures includes case-level quality control displays that agencies may employ to improve compliance with state or federal performance audits.

Acknowledging the sufficiency of the consideration exchanged, the parties agree as follows:

1. Provision of Service.

- 1.1 **Web-Based Reports.** During the Term of this Agreement, NCCD will provide Customer with interactive web-based management reports ("Management Reports"), which permit the Customer to categorize agency compliance with various measures, and permit Customer to identify the specific cases within each category. NCCD will specifically:
 - (a) Provide Management Reports within 45 business days after first receiving raw MIS data from the Customer; and
 - (b) Provide regular updates of Management Reports, provided that Customer or another agency regularly submits raw MIS data to NCCD for processing and analysis. Such updates will be provided within three business days of receipt of the MIS data by NCCD.
- 1.2 **Access to Customer Data.** If requested by NCCD, Customer will supply a copy of the CWS/CMS databases, or specifically designated data tables therein, that store agency data to be used by NCCD. If data is supplied by a third party, Customer will authorize and facilitate release of the data to NCCD.
- 1.3 **Access to Website Restricted.** The right to access the SafeMeasures website is jurisdiction- and agency-specific. Only Customer and its employees or agents may access or use the SafeMeasures website for the Customer's monitoring and reporting

7/21/16 

needs. Specifically, and without limitation, Customer may not act as a relay or intermediary allowing access to the SafeMeasures website to any third party jurisdiction, agency, individual, or business for any purpose.

- 1.4 Internal Business. Customer may only use SafeMeasures for its own internal purposes. Customer's internal purposes do not include extending this service to third parties, except that data may be provided to state and governmental authorities if required by law.
- 1.5 Competing Services or Products. Customer shall not use all or any part of SafeMeasures or its documentation to create a service or product that competes with, or is used in a product that competes with, all or any part of SafeMeasures, regardless of whether such service or product is distributed with or without consideration.
- 1.6 Copyright Ownership and License. Customer acknowledges that NCCD owns the copyright in all graphic interfaces, reports, displays, and formats ("Original Works"). NCCD grants Customer a fully paid-up license to display, reproduce, and distribute the Original Works for its internal purposes for the Term of the Agreement.
- 1.7 Training. NCCD will provide training as specified in Exhibit A. Customer will provide training facility, equipment, and access to the NCCD Internet training site.
2. Data Transmission. Customer, or other party supplying MIS data, shall use one of the following methods to send weekly extracts of agency MIS data to NCCD for processing and analysis:
 - 2.1 Compact Disk. Customer or supplying party will copy data onto one or more compact disks and mail to NCCD via overnight delivery service; or
 - 2.2 Secured File Transfer Protocol (SFTP) over Secure Shell (SSH). Customer or supplying party will send data over a secure channel to NCCD's secure SSH server. This transfer may be made using a dedicated SSH file transfer client.
3. Reporting Service Subscription Fee. Customer will pay NCCD the fees ("Reporting Service Subscription Fees") according to the payment schedule specified in attached Exhibit A and all applicable taxes related thereto unless Customer provides evidence that Customer is exempt from such taxes.
4. Updates. During the Term of this Agreement, NCCD will provide to Customer updates, error corrections, and modifications to SafeMeasures displays ("Updates") as such Updates become available. Updates do not include modifications to displays specifically requested by Customer. Any Customer requested modifications must be made by NCCD at NCCD's published service rates. NCCD reserves the right to use the displays created for Customer, and analyses to produce such displays, for other parties, whether such displays were suggested by NCCD or the Customer. NCCD shall not use any Customer data in its publishing for other parties without Customer's permission.
5. Term and Termination.

- 5.1 Term. The Term of this Agreement shall commence on July 1, 2016 and end on June 30, 2017 unless earlier terminated pursuant to Section 5.3. After expiration of the current Term, NCCD will not provide any Updates to Customer, and Customer must cease all use of SafeMeasures.
- 5.2 Renewal. If Customer is not in default of this Agreement, Customer and NCCD may renew this Agreement for an additional period ("Renewal Term"). Prior to the expiration of the current Term, NCCD may, in its discretion, issue a quotation of the Reporting Service Subscription Fees for the Renewal Term. Renewal of this Agreement will be effective upon (a) NCCD's issuance of a quotation of the new Reporting Service Subscription Fees, and (b) NCCD's acceptance of Customer's corresponding purchase order.

In order to ensure continuous access to the SafeMeasures Internet reporting service, the effective date of any renewal contract will begin one day after the previous contract expires. If a renewal contract is not fully executed and received by NCCD within 30 days of contract expiration, NCCD reserves the right to discontinue access to the SafeMeasures Internet reporting service until a renewal contract is in place.

- 5.3 Termination for Cause. A party may terminate this Agreement if the other party commits a material breach that is not cured within 30 days of a written notice of such material breach. This Agreement may be terminated immediately for a breach of Customer's obligation to pay fees under this Agreement or a breach of Sections 1.3, 1.4, or 1.5 of this Agreement.

6. NCCD Warranty, Disclaimers, and Remedies.

6.1 Warranty. NCCD warrants that:

- (a) Provided that Customer or another designated party regularly submits the required raw MIS data to NCCD, SafeMeasures will perform substantially as described in this contract and SafeMeasures promotional material.
- (b) It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration.
- (c) NCCD will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data.
- (d) Except for the foregoing express warranties, NCCD neither makes nor grants any other warranties, express or implied. NCCD excludes all implied warranties, including specifically any implied warranty arising by statute or otherwise in or from a course of dealing or usage of trade, including any and all implied warranties of merchantability, merchantable quality, or fitness for any purpose, particular, specific, or otherwise. The foregoing express warranty is the only

warranty of any kind for SafeMeasures. NCCD makes no warranties whatsoever for any Original Works® that have been modified by Customer, nor does NCCD warrant that SafeMeasures will be offered without interruption.

- (e) Customer acknowledges that NCCD provides no monitoring, analysis, or review of the accuracy or quality of the Customer's data accessed through SafeMeasures.

6.2 Remedies. If SafeMeasures does not operate substantially as warranted (hereinafter describe as "Noncompliance"), Customer will provide NCCD with sufficient details available to Customer about the Noncompliance to allow NCCD to reproduce it. As Customer's exclusive remedy for any Noncompliance, and as NCCD's entire liability in contract, tort, or otherwise of such Noncompliance, NCCD will either:

- (a) Correct the Noncompliance; or
- (b) If NCCD is unable to correct the Noncompliance after a reasonable opportunity to do so, Customer may:
 - (i) Request that NCCD cease publication of any demonstrably incorrect information and request a pro-rata reduction in the Reporting Service Subscription Fee; or
 - (ii) Terminate the Reporting Service Subscription and receive a pro-rated refund of the Reporting Service Subscription Fee.

7. Intellectual Property Indemnification by NCCD.

7.1 Indemnification. If a third party claims that SafeMeasures infringes any copyright, patent, trade secret, or other rights of any third party, NCCD will (as long as Customer is not in material breach of this Agreement) defend Customer against such claim at NCCD's expense, and NCCD will pay all damages that a court finally awards based solely on such claim, provided that Customer notifies NCCD in writing of such claim within 21 days of Customer's receipt of notice of the existence or possible existence of such claim, and further provided that Customer allows NCCD sole and exclusive control over the resolution of such claim, and that Customer cooperates fully with NCCD, at NCCD's cost, in the defense of such claim and in any related settlement negotiations.

7.2 Replacement, Refund. If such a claim is made or appears possible, NCCD may, using reasonable business judgment, either secure Customer's right to continue to use SafeMeasures by modifying or replacing the portion of SafeMeasures that is the basis for the claim so that such portion of SafeMeasures is no longer infringing, or NCCD may provide Customer with a credit equal to the portion of previously paid Reporting Service Subscription Fee prorated to the remainder of the Term or Renewal Term of the Agreement.

8. Limitation of NCCD's Liability, Consequential Damages. The cumulative liability of NCCD to Customer for all claims relating to SafeMeasures and any services rendered under this Agreement will not exceed the total amount of all Reporting Service Subscription Fees paid to NCCD by Customer for SafeMeasures during the one-year period prior to the date NCCD is

notified of such claim. This limitation will not apply to third parties indemnification obligations set forth in Section 7. In no event will NCCD be liable for any special, indirect, incidental, or consequential losses or damages, even if NCCD has been advised of the possibility of such potential loss or damage. Except as set forth in Section 7, and solely to the extent provided therein, NCCD will not indemnify Customer in any way against any claim.

9. Customer Warranties. Customer warrants that:

- 9.1 Customer will only allow access to SafeMeasures as permitted under this Agreement. If Customer wishes to extend its use of SafeMeasures beyond this Agreement, Customer will obtain NCCD's prior written consent and pay the applicable Reporting Service Subscription Fees.
- 9.2 Customer will provide the requested case-based MIS data to NCCD using one of the methods described in Section 2; or, if data is supplied by another party, Customer will execute all necessary agreements and permissions to release this data to NCCD.

10. General.

- 10.1 Installation. Customer is responsible for providing access to the SafeMeasures website via the Internet to its users. NCCD will, as requested, provide reasonable assistance (up to three hours) with set-up of user workstations and use of SafeMeasures via telephone, fax, or email at no additional charge to the fees as outlined in Exhibit A. Customer may hire NCCD to provide additional training or assistance at the prevailing published rates plus travel expenses.
- 10.2 Notification of Rights. In copying SafeMeasures web reports as authorized under the terms of this Agreement, Customer will not remove, suppress, or modify any notice of copyright, trademark, or other proprietary rights that appear in SafeMeasures. Customer will use reasonable efforts to keep persons with access to SafeMeasures from modifying or suppressing any of the copyright notices that appear on SafeMeasures media, documentation, files, and banners.
- 10.3 Service Fees. NCCD reserves the right to charge additional service fees if Customer seeks assistance for any other matters not explicitly covered by this Agreement.
- 10.4 Complete Agreement, Modification of This Agreement. This Agreement contains the complete and final agreement of the parties and supersedes previous understandings related to the subject matter hereof whether oral or written. This Agreement may only be modified by an amendment signed by authorized representatives of NCCD and Customer. Any term in Customer's purchase order that is in addition to or different from terms of this Agreement, other than acceptance of the Reporting Service Subscription Fees for the Renewal Term, are not part of this Agreement.
- 10.5 Non-Assignment. Neither this Agreement nor the rights of Customer under this Agreement may be transferred, leased, assigned, or shared without NCCD's prior written consent.

- 10.6 Confidentiality. Customer will not disclose SafeMeasures Original Works to anyone other than its employees, consultants (who are bound by a written confidentiality agreement), volunteers, and interns, except for information that is or later enters the public domain through no fault of Customer.
- 10.7 Waiver. The waiver by either party of any default or breach of this Agreement does not constitute a waiver of any other default or breach of this Agreement or a subsequent waiver of that same default or breach.
- 10.8 Governing Law and Severability. The laws of the State of California and the United States govern this Agreement. Customer consents to jurisdiction and venue in the courts of Plumas County, California, or in the Federal District court serving Plumas County, California, for any claims arising out of this Agreement. If any part of this Agreement is held to be invalid, that part will be omitted, but the balance of the Agreement will remain in full force and effect.
- 10.9 Survival. All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations, and payment obligation survive the termination or expiration of this Agreement.
- 10.10 Headings. The headings used herein are for reference and convenience only and will not be used to interpret any provision of this Agreement.
- 10.11 HIPAA Compliance. NCCD will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data. Customer acknowledges that the privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy and Security Rules") do not apply to the Customer data that is the subject of this Agreement, because the data is not subject to requirements of HIPAA. However, NCCD acknowledges that the Customer data may include health information and other information of a personal and sensitive nature and will adopt and keep current confidentiality and security procedures that are reasonably consistent with the current professional standards recommended by the HIPAA Privacy and Security Rules.
- 10.12 Notices. All notices or other communications required or permitted under this Agreement will be in writing and will be delivered by personal delivery, email (with delivery receipt), registered mail return receipt requested, a "Next Day Air" delivery service, or by facsimile transmission, addressed to the parties indicated below:

If to NCCD: NCCD
426 South Yellowstone Drive, Suite 250
Madison, WI 53719
Attn: Tim Connell
Phone/Fax: (800) 306-6223; (608) 831-6446
Email: tconnell@nccdglobal.org

If to Customer: Leslie Mohawk
270 County Hospital Road, Suite 207
Quincy, CA 95971

Phone/Fax: (530) 283-6350; (530) 283-6368
Email: leslie.mohawk@cws.state.ca.us

Direct invoices to:

Pat Leslie
270 County Hospital Road, Suite 207
Quincy, CA 95971
Phone: (530) 283-6350
Email: PatLeslie@countyofplumas.com

IN WITNESS WHEREOF, both parties have caused this Agreement to be executed by their respective duly authorized representatives.

Customer:



Signature

ELLIOTT SMART

Name

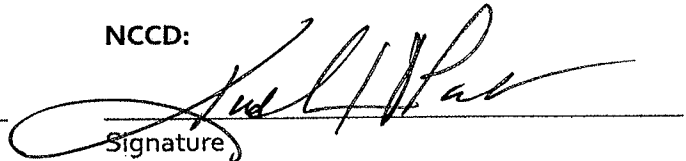
DIRECTOR

Title

6/25/2016

Date

NCCD:



Signature

Katherine Park

Name

Chief Executive Officer

Title

7-7-16

Date

Approved as to form:

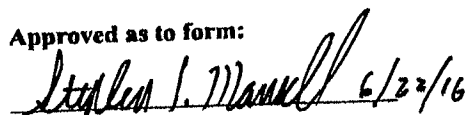

Stephen L. Mansell
Deputy Plumas County Counsel

Exhibit A

Reporting Service and Additional Fees

Reporting Service Subscription Fee

\$6,000

Payment Schedule

100% of Reporting Service Subscription Fee (\$6,000) on contract effective date (July 1, 2016).

Training (if requested by Customer)

Up to two remote training sessions via the Internet to train supervisors, managers, and administrators as requested by the County.

Additional/Onsite Support/Training (if requested by Customer)

Time and Materials at \$125 per hour

All Travel Expenses

County Responsibilities

- Provide computer lab for training.
- Designate at least one local SafeMeasures administrator to maintain user IDs and to coordinate the handling of questions or problems regarding SafeMeasures with NCCD.
- Provide access to the SafeMeasures website: <https://www.safemeasures.org/ca/>.

1/D

RESOLUTION NO. 2016-_____
A RESOLUTION AUTHORIZING THE COUNTY CLERK
TO CONDUCT AN ALL MAILED BALLOT ELECTION
WITHIN THE BOUNDARIES OF THE PENINSULA FIRE PROTECTION DISTRICT
ON JANUARY 10, 2017

WHEREAS, on August 17, 2016 the Board of Directors of the Peninsula Fire Protection District has requested by Resolution 9-17-2016-01, hereto attached as Exhibit "A", that the Plumas County Board of Supervisors authorise the Plumas County Clerk to conduct an all mailed ballot election on January 10, 2017, for the purpose of maintaining the existing special tax at \$295.00 per year on each improved parcel of real property or condominium unit and \$280.00 per year on each unimproved parcel.

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

1. The Plumas County Clerk is authorized to conduct an all mailed ballot election within the boundaries of the Peninsula Fire Protection District, on January 10, 2017, for the purpose of obtaining voter approval by a two-thirds majority vote of the following measure:

"Upon a two-thirds vote of approval the current special tax, which is to expire July 1, 2017, is to remain in effect for an indeterminate time period to be imposed subject to a minimum period of three (3) years, for the specific purpose of emergency medical response, fire protection and prevention; and shall this extended tax period be authorized with the current special tax of \$280.00 per year on each unimproved parcel and \$295.00 per year on each improved parcel of real property or condominium unit within the District, excluding those parcels exempt from County property tax, to be collected and apportioned along with the County property taxes, is to remain subject to an indeterminate time period of no less than three (3) years, will be collected and apportioned along with the County property taxes, and shall the District appropriations limit (spending limit) be caused by the amount of the annual proceeds from this special tax, shall continue to be deposited into a specifically created account on which an annual report shall be made as required by California Government Code 50075.3?"

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

The Plumas County Clerk, Registrar of Voters is authorized to conduct an all mailed ballot election within the boundaries of the Peninsula Fire Protection District, including preparation and publication of all legal notices, preparation of official ballots, canvassing the returns and taking all other necessary steps required under state and local law in conducting an election. The Plumas County Clerk, Registrar of Voters is authorized to recover expenses for any election service performed, by deposit, advance payment, or reimbursement.

The forgoing resolution was adopted at a regular meeting of the Plumas County Board of Supervisors held on September 13, 2016, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chair of the Board of Supervisors

ATTEST:

Clerk to the Board of Supervisors

RESOLUTION NUMBER 8-17-2016-01

A Resolution of the Board of Directors of the Peninsula Fire Protection District requesting that the County Board of Supervisors authorize the County Clerk to conduct an election to consider a Special Tax for Emergency Medical Services, Fire Protection and Prevention.

WHEREAS, the Board of Directors of the Peninsula Fire Protection District recommends that an election be held for the purpose of maintaining the existing special tax at \$295.00 per year on each improved parcel of real property or condominium unit and \$280.00 per year on each unimproved parcel subject to an indeterminate period of time with no predetermined expiration date. If it is determined that an increase in a variance of the current special taxes as stated herein is needed, said additional increase in funding would require the District to have the matter go to an election by the voter for either a dollar amount or percentage amount increase. If the increase request does not receive voter approval then the current fee status would remain.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Peninsula Fire Protection District as follows:

1. An election is called for the purpose of approving maintaining a special tax for an indeterminate time period subject to minimum period of three (3) years to insure adequate emergency medical services and fire protection and prevention. The District requests that this election be held on January 10, 2017 and conducted by mail ballot, at the discretion of the County Clerk. The County Clerk is authorized to recover expenses for any election service performed, by advance payment or reimbursement from the District
2. The measure submitted to the voters within the boundaries of the District shall read as follows:

“Upon a two-thirds vote of approval the current special tax, which is to expire July 1, 2017, is to remain in effect for an indeterminate time period to be imposed subject to a minimum period of three (3) years, for the specific purpose of emergency medical response, fire protection and prevention; and shall this extended tax period be authorized with the current special tax of \$280.00 per year on each unimproved parcel and \$295.00 per year on each improved parcel of real property or condominium unit within the District, excluding those parcels exempt from County property tax, to be collected and apportioned along with the County property taxes, is to remain subject to an indeterminate time period of no less than three (3) years, will be collected and apportioned along with the County property taxes, and shall the District appropriations limit (spending limit) be caused by the amount of the annual proceeds from this special tax, shall continue to be deposited into a specifically created account on which an annual report shall be made as required by California Government Code 50075.3?”

The foregoing resolution was duly passed and adopted by the Board of Directors of the Peninsula Fire Protection District, at a meeting of said Board held on the 17th day of August 2016 by the following vote:

Directors: Nancy Foote, Patsy Roarty, Lucille Moore, Dennis Mason

AYES:

Foote, Roarty, Moore & Mason

NOES:

ABSENT:

ATTESTED BY:

Holly C. Coons
Holly C. Coons
Administrative Assistant

APPROVED BY:

Nancy Foote
Nancy Foote
Chairperson,
Board of Directors

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 Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

For the September 13, 2016 meeting of the Plumas County Board of Supervisors

September 6, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature of Robert Perreault in black ink.

Subject: Authorization for the Department of Public Works to extend the term of an extra help employee through March 3, 2017.

Background:

Commencing June 20, 2016, the Public Works Department previously hired an extra help Fiscal Tech to temporarily replace an employee who was (and remains) on medical leave.

On September 20, 2016 the person filling this position will reach 90 days of temporary employment with the Department.

The Department has received documentation from the doctor of the employee on medical leave that the employee will be on medical leave until March 3, 2017.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize to extension of the term of one (1) extra help employee until March 3, 2017.

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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

Robert A. Perreault, Jr., P.E., Director

Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

for the September 13, 2016 meeting of the Plumas County Board of Supervisors

September 6, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in blue ink, reading "Robert A. Perreault".

Subject: Authorization to Execute Utility Agreements for the Spanish Ranch Road Bridge Replacement Project in the amount of \$107,761.

Background::

The County of Plumas has obtained funding through the Federal Highway Bridge Program to replace the existing single-lane bridge on Spanish Ranch Road. Overhead high voltage and phone lines, which parallel the existing road and bridge, are presently located too close for construction activities such as pile driving and crane work.

The County's Report of Investigations (ROI), prepared by right-of-way consultant Bender-Rosenthal, Inc., has determined that the utilities (PG&E and AT&T) are both entitled to compensation for the costs of the temporary relocation required for the construction of the new bridge across Spanish Creek.

Caltrans and Deputy County Counsel have both reviewed and approved the ROI and the 2 associated Utility Agreements. The costs of the utility relocations are \$82,339 for PG&E facilities and \$25,422 for AT&T facilities. The relocation costs are to be paid by the County and then the County will be reimbursed for 100% of the costs by the Federal Highway Bridge Program.

It is proposed to temporarily relocate two (2) utility poles to outside of the construction zone to allow for construction phase pile driving and crane work. The temporary poles will be installed inside of a temporary construction easement over private property, or, inside a new road and utility easement to be obtained from the adjacent property.

When construction is completed, the poles and lines will be returned to their original alignment to avoid having long term "dog-legged" angle points and additional guy wires attached to the utility poles.

CONSENT AGENDA REQUEST

For the September 13, 2016 Board of Supervisors Meeting

To Authorize Execution of 2 Utility Agreements for the Spanish Ranch Road Bridge Replacement Project
Page 2 of 2

The project is currently budgeted the Department's FY 16/17 Construction Projects Budget under Work Order #464.

A copy of the Report of Investigations as well as a copy of the two (2) draft utility agreements are available for viewing by the general public during normal office hours at the following locations:

- Office of the Clerk of the Board of Supervisors
Quincy Courthouse, Room 309,
520 Main Street, Quincy, CA 95971
- Department of Public Works
Headquarters Building
1834 East Main Street, Quincy, CA 95971

Recommendations:

The Director of Public Works respectfully requests that the Board of Supervisors authorize the Director of Public Works to execute the two (2) utility agreements, thus: one (1) agreement with PG&E in the amount of \$82,339 and one (1) agreement with AT&T in the amount of \$25,422.

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

IFI



Date: September 1, 2016

To: The Honorable Board of Supervisors

From: W. Robert Brunson, Director

A handwritten signature in dark ink, appearing to be "WRB", is written next to the name "W. Robert Brunson, Director".

Agenda: Agenda Item for September 13, 2016, BOS meeting

Item Description: Accept DHCS Contract 16-93133 and authorize the Behavioral Health Director to sign the agreement as the Board designee

Recommendation: Adopt the attached Resolution to accept DHCS Contract Agreement Number 16-93133 from the California Department of Health Care Services Mental Health Division for County Mental Health Performance Contract for the Fiscal Year 2016-17 and authorize the Behavioral Health Director to sign as the Board designee.

Background Information: On June 9, 2016, the State of California Department of Health Care Services issued Contract Number 16-93133 for Plumas County's Mental Health Services Performance Contract effective July 1, 2016 through June 30, 2017. The California Department of Health Care Services administers the Mental Health Services Act (MHSA), the Mental Health Services Block Grant programs (MHBG), and oversees county provision of community mental health services provided with realignment funds. This Agreement, which is Plumas County's performance contract, as required by Welfare and Institutions Code sections 5650(a), 5651, 5666, 5897, and Title 9, California Code of Regulations, section 3310, sets forth conditions and requirements that Plumas County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations.

A copy of the Contract Agreement, approved as to form by County Counsel, is on file with the Clerk of the Board for review.

Thank you.

RESOLUTION NO. 16 –

RESOLUTION TO ACCEPT CONTRACT AGREEMENT NUMBER 16-93133 FROM THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) MENTAL HEALTH SERVICES DIVISION.

WHEREAS, DHCS Contract Agreement Number 16-93133 sets forth the conditions and requirements that Plumas County must meet in order to receive funding for the Mental Health Services Act (MHSA), the Mental Health Services Grant (MHBG), and community mental health services provides with realignment funds, for the Fiscal Year July 1, 2016 through June 30, 2017; and

WHEREAS, Plumas County Mental Health Services will perform community mental health services on behalf of the State of California, Department of Health Care Services; and

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

1. Approve DHCS Contract Agreement Number 16-93133 from the State of California Department of Health Care Services for county mental health services, and Authorize the Behavioral Health Director to sign as the Board's designee.

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 13th day of September 2016, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors

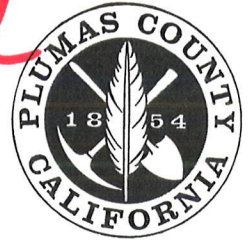
PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

PH (530) 283-6307 FAX (530) 283-6045

W. Robert Brunson, LMFT, Director

1F2



Date: September 1, 2016

To: The Honorable Board of Supervisors

From: W. Robert Brunson, Director 

Agenda: Agenda Item for September 13, 2016, BOS meeting

Item Description: Accept DHCS Contract 14-90084, Amendment 03 and authorize the AOD Administrator to sign the agreement as the Board designee

Recommendation: Adopt the attached Resolution to accept DHCS Contract Agreement Number 14-90084, Amendment Number A03, from the California Department of Health Care Services for Substance Use Disorder (SUD) Services and authorize the Alcohol and Other Drug Administrator to sign as the Board designee.

Background Information: On July 18, 2016, the State of California Department of Health Care Services issued a Contract Amendment Number A03 for Plumas County's Multi-Year Substance Use Disorder Agreement Number 14-90084 for the Fiscal Year 2014-2015 through Fiscal Year 2016-2017. The Contract Amendment effective date is July 1, 2016. The purpose of the amendment is to modify the terms and conditions; increase the multi-year funding; and identify the changes in the SAPT funding amounts.

A copy of the Contract Amendment, approved as to form by County Counsel, is on file with the Clerk of the Board for review.

Thank you.

RESOLUTION NO. 16 –

RESOLUTION TO ACCEPT CONTRACT AGREEMENT NUMBER 14-90084 AMENDMENT NUMBER A03 FROM THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR SUBSTANCE USE DISORDER SERVICES.

WHEREAS, DHCS Contract Agreement Number 14-90084 Amendment Number A03 modifies the terms and conditions, increases the multi-year funding and identifies changes in the award amounts from the original contract for the term July 1, 2014 through June 30, 2017; and

WHEREAS, Plumas County Alcohol and Other Drug Services will perform Substance Use Disorder Services on behalf of the State of California, Department of Health Care Services; and

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

1. Approve DHCS Contract Agreement Number 14-90084 Amendment Number A03 from the State of California Department of Health Care Services for Substance Use Disorder Services, and Authorize the AOD Administrator to sign as the Board's designee.

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 13th day of September 2016, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors



Tim W. Gibson
Agricultural Commissioner
Sealer of Weights & Measures
timgibson@countyofplumas.com

Plumas-Sierra Counties

Department of Agriculture

Agriculture Commissioner
Sealer of Weights and Measures



208 Fairgrounds Road
Quincy, CA 95971
Phone: (530) 283-6365
Fax: (530) 283-4210

Date: September 1, 2016

To: Honorable Board of Supervisors

From: Tim Gibson, Agricultural Commissioner/
Sealer of Weights & Measures

RE: CDFA Contract #1-0102--Exotic Insect Pest Detection

A handwritten signature in black ink, appearing to be "T. Gibson", written over the "From:" line.

Recommendation:

Approve and authorize the Chair to sign CDFA Contract #16-0102 in the amount of \$5,249, which began on July 1, 2016 and ends June 30, 2017.

Background and Discussion:

The Department of Agriculture shall provide services for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and to the economy of California. Those insect pests may include but are not limited to Mediterranean fruit fly, Mexican fruit fly, oriental fruit fly, melon fly, gypsy moth, Japanese beetle and other invasive exotic pests.



GREGORY J. HAGWOOD
SHERIFF/CORONER


Office of the Sheriff

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

3A

DATE: Sept. 1, 2015

TO: Honorable Board of Supervisors

FROM: Sheriff Gregory Hagwood 

RE: Agenda Item for the meeting of September 13, 2016

Recommended Action:

Review and authorize the Sheriff to sign and administer the 2016 State Homeland Security Grant for \$94,953.00 on behalf of Plumas County and approve and sign the attached resolution on behalf of Plumas County.

Background and Discussion:

The State Homeland Security Grant Program has been in effect since 2001. In Plumas County this funding is typically used to modernize public safety communication systems and provide needed equipment to public safety agencies. This year is no different, with the majority of the funds going toward replacing mountain top repeaters and adding repeater control to help with enhancing communication capabilities and operations. The application also continues the replacement of public safety mobile radios as well as adding security cameras and rope rescue equipment

There is no match requirement with this grant and the grant expenditure period will run from Sept. 1, 2016 through May 31, 2019. The Sheriff's Office has been administering this grant program since 2004.

Due to the length of this application a copy is on file with the Clerk of the Board for review.

RESOLUTION NO. _____

**Resolution of the Board of Supervisors of Plumas County
Approving Application for the 2016 State Homeland Security Grant**

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

GREGORY HAGWOOD, SHERIFF- CORONER

is hereby authorized to execute for and on behalf of the named applicant, 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, as the 2016 State Homeland Security Grant.

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)



ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

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

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

DATE: AUGUST 31, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

A handwritten signature in black ink, appearing to be "ES", written over the name "ELLIOTT SMART".

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 12, 2016

RE: AUTHORIZATION TO FILL A VACANT AND FUNDED SOCIAL WORKER
SUPERVISOR I/II POSITION AS SOON AS ADMINISTRATIVELY
POSSIBLE

It is Recommended that the Board of Supervisors:

Authorize the Department of Social Services to fill a vacant and funded Social Worker Supervisor I/II position as soon as administratively possible.

Background and Discussion

The Social Worker Supervisor I/II position in the Department of Social Services is a single, one-of-a-kind position. This position is responsible for supervising five Social Workers who are assigned to the Department's Child Welfare Services programs including Emergency Response Child Protective Services. There are two levels for this position. The Social Worker Supervisor II is distinguished from the I because the II level requires a Master's Degree in Social Work (MSW) or must be a Licensed Clinical Social Worker (LCSW). The position became vacant due to the prior incumbent receiving a promotion to a management level position within the Department.

Financial Impact

As explained in more detail in the enclosures, the position is fully funded by state, federal and Realignment dollars. There are no General Fund dollars utilized to support this position.

Copies: DSS Management Staff

Enclosures

Position Classification: Social Worker Supervisor I/II – Child Protective Services

FTE: 1.00

Budgeted Position: Yes

CWS is funded through Federal (50%), 2011 Realignment (35%) and 1992 Realignment (15%) dollars for the basic program. This allocation of funds is specifically for Child Welfare Services. It cannot be spent on other programs.

Mandated Program: Yes.

Child Welfare Services is a state-mandated, county-administered program. The mandate for Child Protective Services is found at Welfare and Institutions Code Section 16500, *et seq.* The mandated services include 24 hour, 7 days per week emergency response services for allegations of abuse or neglect of children, case management services to families whose children are removed from the home (including mandatory visits to both children and parents), reunification services to reunite families, and permanency services when reunification avenues are exhausted.

Position Description:

This position is responsible for supervising the Child Protective Services Social Workers that perform the investigation of allegations of abuse or neglect of children. The incumbent reviews all allegations and investigations and assists Social Workers in making decisions about child safety. The incumbent reviews all Court documents and petitions and assists with determining whether families have made sufficient progress toward achieving case plan goals. The incumbent is the primary liaison with the Plumas County Superior Court regarding Child Protective Services. There is typically a significant amount of interaction with community-based partner organizations that work with the Department towards goals associated with strengthening families.

Funding Sources:

The funding to support these positions comes from federal pass through dollars and county 1992 and 2011 Realignment dollars. There is no cost to the County's General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Social Worker Supervisor – Child Protective Services

- Is there a legitimate business, statutory or financial justification to fill the position?

Answer: Yes. Child Protective Services is a state mandated program.

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is assigned duties that include public protection, specifically, abused and neglected children. This is a mission critical position.

- How long has the position been vacant?

Answer: The position became vacant effective August 30, 2016.

- Can the department use other wages until the budget is adopted?

Answer: No.

- What are staffing levels at other counties for similar departments and/or positions?

Answer: Staffing levels for this program are a function of the allocation of state general fund dollars for the position. Currently, the state provides funding for six social workers in Plumas County for this program.

- What core function will be impacted without filling the position prior to July 1?

Answer: Children Protective Services is a mission critical function. Absence of a supervisory position can add to the risks associated with determining the level of child safety present in a home situation.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Answer: This position is funded by Federal and Realignment dollars. The Realignment dollars allocated to this program may not be used for other programs.

- 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?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies. Currently Child Welfare Services is not among the programs impacted by proposed reductions in the State's budget.

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

Answer: No.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

Answer: No.

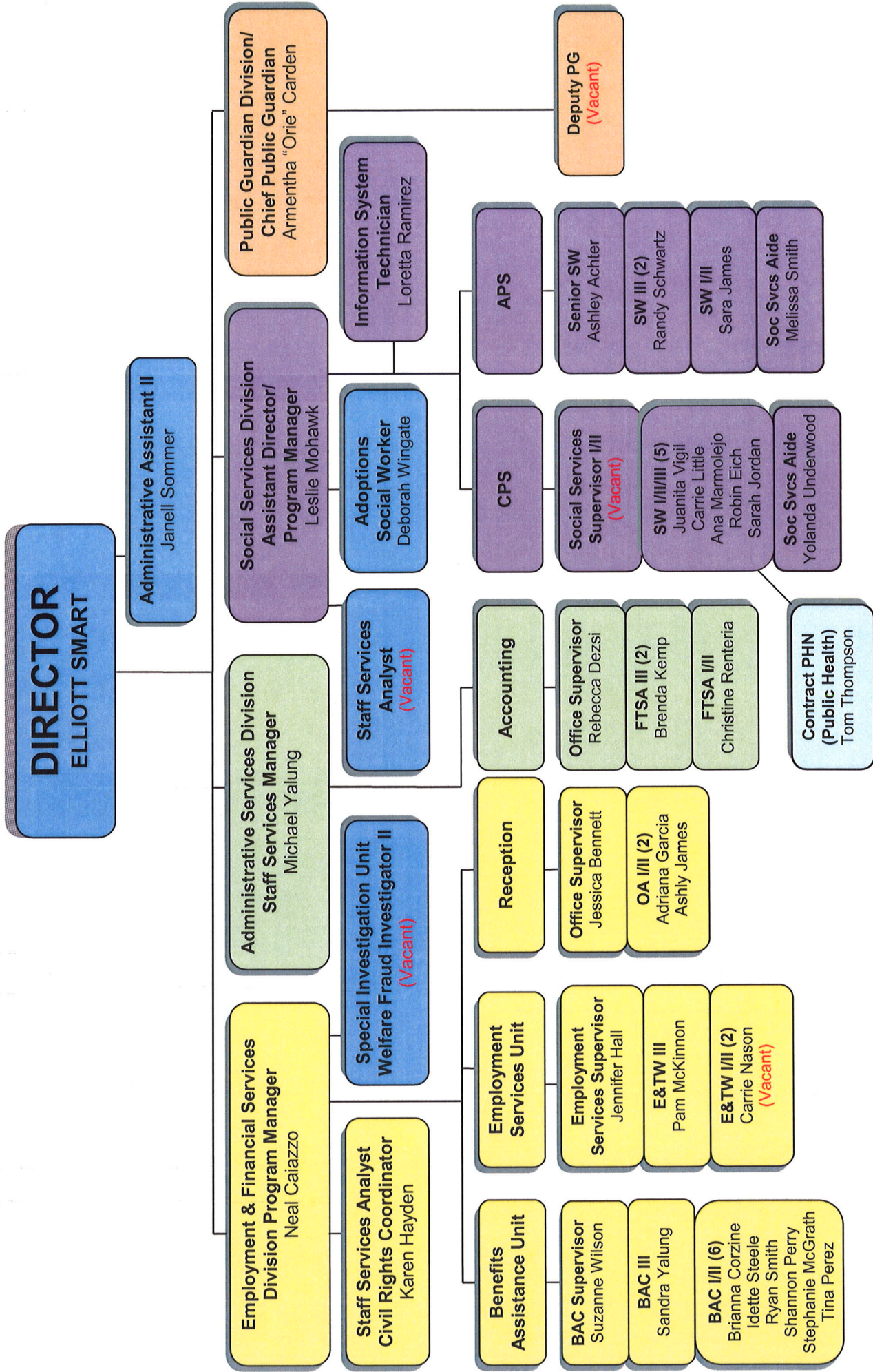
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Answer: The Department does not presently utilize General Fund dollars. Filling this position does not change that.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

Answer: Yes. The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, 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: September 2, 2016

To: Honorable Board of Supervisors

From: Mimi Hall, Public Health Director

CC: David Hollister, District Attorney
Greg Hagwood, Sheriff


Agenda: September 13, 2016 Board of Supervisors meeting

Subject: First reading of proposed Tobacco Retail License Ordinance

Background:

Plumas County's rate of illegal tobacco sales to minors is consistently much higher than California's. Last year's countywide sales rate, which includes stores in remote and outlying areas, was over 25%. However, for stores located within the four local communities of Lake Almanor, Indian Valley, Quincy and Portola areas, 60%, 67%, 67%, and 83% have sold to minors over the last 10 years. Though Plumas Public Health Agency provides annual education to store owners or managers on strategies to comply with current laws, this has not resulted in a reduction in illegal sales to minors.

The Tobacco Retail License (TRL) Ordinance currently proposed is the third version presented to the Board of Supervisors. The first ordinance, presented in May, was revised based on numerous new tobacco laws signed by the Governor just prior to the presentation of Plumas County's local ordinance. Revisions were developed after a meeting to which every Plumas County tobacco retailer was invited, with the goal of working alongside businesses in developing a revised ordinance. On June 7, 2016, Plumas County Public Health Agency and the District Attorney heard the concerns of local store owners and took these into consideration to develop revised ordinance language that would still meet the goal of reducing harm to youth with as little impact to local businesses as possible.



On July 12, the board reviewed the revised ordinance, developed with feedback from local store owners. Changes that were made from the May version included automatic renewal of the license for up to five years if retailer is compliant, removal of financial incentives connected to a Healthy Retail program, extending the date of when the ordinance would go into effect to January 1, 2017, and the intent to have law abiding retailers incur no costs for applying for and keeping a license. County fees for services are usually set and approved by the Board annually in the County Master Fee Schedule, rather than being set by the relevant ordinance. However, at the July 12 Board meeting, the Public Health Agency stated the TRL Fee would be \$0.00, with the costs incurred by the Sheriff's Office and Public Health being covered by the departments.

At that time, the Board directed the Public Health Agency to revise the ordinance a third time to include language within the ordinance stating the fee would be \$0.00, insuring it could not be changed by future annual revisions to the county Master Fee Schedule. The ordinance before the Board today reflects this change. To insure stakeholders had sufficient time to review the newly proposed ordinance language, verify the \$0.00 fee language appeared in the proposed ordinance, and provide feedback to the department prior to ordinance hearing and adoption, Public Health staff mailed a copy of the \$0.00 fee proposed ordinance that was submitted to County Counsel, to each Plumas County tobacco retailer on July 18, 2016, and placed a copy in the inboxes of each members of the Board of Supervisors on July 19, 2016.

The proposed TRL is supported by many local community organizations and individuals, as evidenced by the eighteen letters of support from community institutions and residents, provided to the Board, as well as public comments made on May 17 and July 12, regarding support and need for the ordinance by key stakeholders from the community, Plumas Unified School District and Plumas District Hospital.

The Plumas County Public Health Agency appreciates the ongoing collaboration on behalf of the Sheriff's Office, District Attorney's Office, and store owners to reduce illegal tobacco sales to minors in a manner that also minimizes the economic and administrative burden of a TRL fee on local businesses.

ORDINANCE NO. 16 – _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, ADDING CHAPTER 14 OF TITLE 5 OF THE COUNTY CODE, "TOBACCO RETAILER LICENSING PROGRAM," REQUIRING THE LICENSURE OF TOBACCO RETAILERS.

The Board of Supervisors of the County of Plumas, State of California, **DOES ORDAIN** as follows:

Section 1. Chapter 14 is hereby added to Title 5 of the Plumas County Code, with the title of Chapter 14 to read in full: "Tobacco Retailer Licensing Program".

Section 2. The Board of Supervisors of the County of Plumas hereby finds and declares as follows:

WHEREAS, based in part on the information contained in this section, the Board of Supervisors finds that the failure of tobacco retailers to comply with all tobacco control laws, particularly laws prohibiting the sale of tobacco products to minors, presents an imminent threat to the public health, safety, and welfare of the residents of the Plumas County; and

WHEREAS, the Board of Supervisors finds that a local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the Plumas County, to protect the health, safety, and welfare of our residents; and

WHEREAS, state law requires all tobacco retailers to be licensed by the Board of Equalization primarily to curb the illegal sale and distribution of cigarettes due to tax evasion and counterfeiting (Cal. Bus. & Prof. Code §§ 22970.1, 22972); and

WHEREAS, state law explicitly permits cities and counties to enact local tobacco retail licensing ordinances, and allows for the suspension or revocation of a local license for a violation of any state tobacco control law (Cal. Bus. & Prof. Code § 22971.3); and

WHEREAS, California courts have affirmed the power of local governments to regulate business activity to discourage violations of law. See, e.g., *Cohen v. Board of Supervisors*, 40 Cal. 3d 277 (1985); *Bravo Vending v. City of Rancho Mirage*, 16 Cal. App. 4th 383 (1993); *Prime Gas, Inc. v. City of Sacramento*, 184 Cal. App. 4th 697 (2010); and

WHEREAS, despite the state and Plumas County's efforts to limit youth access to tobacco, minors are still able to access cigarettes, as evidenced by the fact that:

- In California, 36.8 percent of high school students have smoked a whole cigarette by 14 years of age; and
- According to the 2013 California Healthy Kids Survey, 29 percent of Plumas County 11th grade students have tried cigarettes, and 15 percent currently use regularly; and

WHEREAS, California and Plumas County underage consumers continue to illegally purchase tobacco from retailers, evidenced by the following:

- The average rate of illegal tobacco sales to minors by California tobacco retailers from 2007 to 2015, based on attempted youth purchase visits, is 8.64 percent; and
- From 2007 to 2016, nearly two-thirds (twenty-one out of thirty-six) of Plumas County tobacco retailers receiving an attempted youth purchase visit have illegally sold tobacco products to minors at least once; and,
- From 2007 to 2016, one-third (twelve out of thirty-six) of Plumas County tobacco retailers receiving an attempted youth purchase visit have illegally sold tobacco products to minors more than once; and

WHEREAS, research demonstrates that local tobacco retail ordinances dramatically reduce youth access to cigarettes. For example:

- A review of 33 California communities with strong tobacco retailer licensing ordinances shows that the youth sales rate significantly declined in 31 of these communities after the ordinances were enacted; and,
- Over 90 percent of enforcement agencies surveyed in 2000 rated license suspension or revocation after repeated violations as an effective strategy to reduce youth access to tobacco; and

WHEREAS, over 100 cities and counties in California have passed tobacco retailer licensing ordinances in an effort to stop minors from using tobacco; and

WHEREAS, a requirement for a tobacco retailer license will not unduly burden legitimate business activities of retailers who sell or distribute cigarettes or other tobacco products to adults. It will, however, allow Plumas County to regulate the operation of lawful businesses to discourage violations of federal, state, and local tobacco-related laws; and

WHEREAS, Plumas County has a substantial interest in promoting compliance with federal, state, and local laws intended to regulate tobacco sales and use; in discouraging the illegal purchase of tobacco products by persons under 21 years of age; in promoting compliance with laws prohibiting sales of cigarettes and tobacco products to persons under 21 years of age; and finally, and most importantly, in protecting children from being lured into illegal activity through the misconduct of adults; and

NOW THEREFORE, it is the intent of the Board of Supervisors, in enacting this ordinance, to ensure compliance with the business standards and practices of the County of Plumas and to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those which prohibit or discourage the illegal sale or distribution of tobacco and nicotine products to persons under 21 years of age, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalties provided therein.

Section 3. Section 5-14.01 of Chapter 14 of Title 5 of the Plumas County Code is hereby

added to read as follows:

Sec. 5-14.01. Definitions.

The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

(a) “Arm’s Length Transaction” means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an Arm’s Length Transaction.

(b) “Department” means the department or agency designated by the Board of Supervisors of the County of Plumas to enforce or administer the provisions of this chapter.

(c) “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic Smoking Device” includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

(d) “Person” means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(e) “Proprietor” means a Person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a Person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a Person can or does have or share ultimate control over the day-to-day operations of a business.

(f) “Self-Service Display” means the open display or storage of Tobacco Products or Tobacco Paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of Self-Service Display.

(g) “Tobacco Paraphernalia” means any item designed for the consumption, use, or preparation of Tobacco Products.

(h) “Tobacco Product” means:

- (1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; or

- (2) Any Electronic Smoking Device; or
- (3) Notwithstanding any provision of subsections (1) and (2) to the contrary, any component, part, or accessory of a tobacco product, whether or not sold separately.

“Tobacco Product” does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

(i) “Tobacco Retailer” means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, Tobacco Products or Tobacco Paraphernalia within the unincorporated area of Plumas County. “Tobacco Retailing” shall mean the doing of any of these things within the unincorporated area of Plumas County. This definition is without regard to the quantity of Tobacco Products or Tobacco Paraphernalia sold, offered for sale, exchanged, or offered for exchange.

Section 4, Section 5-14.02 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.02. Requirements and Prohibitions.

(a) *Tobacco Retailer’s License Required.* It shall be unlawful for any Person to act as a Tobacco Retailer without first obtaining and maintaining a valid Tobacco Retailer’s License pursuant to this chapter for each location at which that activity is to occur. Tobacco Retailing without a valid Tobacco Retailer’s License is a nuisance as a matter of law.

(b) *Lawful Business Operation.* In the course of Tobacco Retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this chapter for a licensee, or any of the licensee’s agents or employees, to violate any local, state, or federal law applicable to Tobacco Products, Tobacco Paraphernalia, or Tobacco Retailing.

(c) *Display of License.* Each Tobacco Retailer license shall be prominently displayed in a publicly visible location at the licensed location.

(d) *Positive Identification Required.* No Person engaged in Tobacco Retailing shall sell or transfer a Tobacco Product or Tobacco Paraphernalia to another Person who appears to be under the age of thirty (30) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the Tobacco Product or Tobacco Paraphernalia.

(e) *Minimum Age for Persons Selling Tobacco.* Persons eighteen (18) years of age or older may engage in Tobacco Retailing unsupervised on behalf of a licensed Tobacco Retailer. Persons seventeen (17) years of age or younger may only engage in Tobacco Retailing on behalf of a licensed Tobacco Retailer if they are under the continuous supervision of a person twenty-one (21) years of age or older who is on the premises.

(f) *Self-Service Displays Prohibited.* Tobacco Retailing by means of a Self-Service

Display is prohibited.

(g) *False and Misleading Advertising Prohibited.* A Tobacco Retailer without a valid Tobacco Retailer license or a Proprietor without a valid Tobacco Retailer license, including, for example, a Person whose license has been suspended or revoked:

- (1) Shall keep all Tobacco Products and Tobacco Paraphernalia out of public view. The public display of Tobacco Products or Tobacco Paraphernalia in violation of this provision shall constitute Tobacco Retailing without a license under Section 5-14.12; and
- (2) Shall not display any advertisement relating to Tobacco Products or Tobacco Paraphernalia that promotes the sale or distribution of such products from the Tobacco Retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

(h) *Effective date.* The provisions of this chapter shall become effective on January 1, 2017.

Section 5. Section 5-14.03 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.03. Mobile Vending of Tobacco Prohibited.

No license may issue to authorize Tobacco Retailing at other than a fixed location. For example, Tobacco Retailing by Persons on foot or from vehicles is prohibited.

Section 6. Section 5-14.04 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.04. Application Procedure.

(a) Application for a Tobacco Retailer's license shall be submitted in the name of each Proprietor proposing to conduct retail tobacco sales and shall be signed by each Proprietor or an authorized agent thereof.

It is the responsibility of each Proprietor to be informed regarding all laws applicable to Tobacco Retailing, including those laws affecting the issuance of a Tobacco Retailer's license. No Proprietor may rely on the issuance of a license as a determination by the County that the Proprietor has complied with all laws applicable to Tobacco Retailing. A license issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a Proprietor shall be revoked pursuant to Sec. 5-14.11(d) of this chapter. Nothing in this chapter shall be construed to vest in any Person obtaining and maintaining a Tobacco Retailer's license any status or right to act as a Tobacco Retailer in contravention of any provision of law.

All applications shall be submitted on a form supplied by the Department and shall contain the following information:

- (1) The name, address, and telephone number of each Proprietor of the business seeking a license.
- (2) The business name, address, and telephone number of the single fixed location for which a license is sought.
- (3) A single name and mailing address authorized by each Proprietor to receive all communications and notices (the "Authorized Address") required by, authorized by, or convenient to the enforcement of this chapter. If an Authorized Address is not supplied, each Proprietor shall be understood to consent to the provision of notice at the business address specified in subparagraph (2) above.
- (4) Proof that the location for which a Tobacco Retailer's license is sought has been issued a valid state license for the sale of Tobacco Products, if the Tobacco Retailer sells products that require such license.
- (5) Whether or not any Proprietor or any agent of the Proprietor has admitted violating, or has been found to have violated, this chapter and, if so, the dates and locations of all such violations within the previous five years.
- (6) Such other information as the Department deems necessary for the administration or enforcement of this chapter as specified on the application form required by this section.

(b) A licensed Tobacco Retailer shall inform the Department in writing of any change in the information submitted on an application for a Tobacco Retailer's license within ten business days of a change.

(c) All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code section 6250 *et seq.*) or any other applicable law, subject to the law's exemptions.

Section 7. Section 5-14.05 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.05. Issuance of License.

Upon the receipt of a complete application for a Tobacco Retailer's license required by this chapter, the Department shall issue a license unless substantial evidence demonstrates that one or more of the following bases for denial exists:

(a) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this chapter.

(b) The application seeks authorization for Tobacco Retailing for a Proprietor to whom this chapter prohibits a license to be issued.

(c) The application seeks authorization for Tobacco Retailing that is prohibited pursuant to chapter (e.g., mobile vending), that is unlawful pursuant to this Code, or that is unlawful pursuant to any other law.

(d) The establishment on the application is not in compliance with federal, state or local laws regarding tobacco sales and displays, or store signage requirements.

Section 8. Section 5-14.06 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.06. License Renewal and Expiration.

(a) *Renewal of License.* A Tobacco Retailer's license is invalid if the term of the license has expired. The Tobacco Retailer's license will automatically renew for up to four additional one-year periods after the initial term, conditioned upon the following:

- i. the licensee remains eligible for a Tobacco Retailer's license as of the expiration date of the then-current term; and
- ii. within the sixty (60) months prior to the expiration date of the then-current term, the licensee has not been found by the Department or a court of competent jurisdiction by a preponderance of the evidence, after the licensee has been afforded notice and an opportunity to be heard, to have violated the Requirements and Prohibitions set forth in Sec. 5-14.02 above. If such a finding of a violation of the Requirements and Prohibitions set forth in Sec. 5-14.02 has occurred within the sixty (60) months prior to the expiration date of the then-current term, the licensee must reapply for a Tobacco Retailer's license annually, and no automatic renewal may occur.

Each Tobacco Retailer shall apply for the renewal of his or her Tobacco Retailer's license no later than thirty days prior to expiration of the term, unless the Tobacco Retailer is eligible for automatic renewal at the end of such term.

(b) *Expiration of License.* A Tobacco Retailer's license that is not timely renewed shall expire at the end of its term. To renew a license not timely renewed pursuant to subparagraph (a), the Proprietor must:

- (1) Submit the application renewal form; and
- (2) Submit a signed affidavit affirming that the Proprietor:
 - (i) has not sold and will not sell any Tobacco Product or Tobacco Paraphernalia after the license expiration date and before the license is renewed; or

- (ii) has waited the period of time required by Sec. 5-14.12(a) of this chapter for Tobacco Retailing without a valid license before seeking renewal of the license.

Section 9. Section 5-14.07 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.07. Licenses Nontransferable.

(a) A Tobacco Retailer's license may not be transferred from one Person to another or from one location to another. A new Tobacco Retailer's license is required whenever a Tobacco Retailing location has a change in Proprietor(s).

(b) Notwithstanding any other provision of this chapter, prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to a location unless:

- (1) the location has been transferred to new Proprietor(s) in an Arm's Length Transaction; and
- (2) the new Proprietor(s) provide the County with clear and convincing evidence that the new Proprietor(s) have acquired or are acquiring the location in an Arm's Length Transaction.

Section 10. Section 5-14.08 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.08. Conditional Privilege.

Nothing in this chapter shall be construed to grant any Person obtaining and maintaining a Tobacco Retailer's license any status or right other than the limited conditional privilege to act as a Tobacco Retailer at the location in the County identified on the face of the permit. For example, nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law, including but not limited to, any provision of this Code, or any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code section 6404.5. For example, obtaining a Tobacco Retailer's license does not make the retailer a "retail or wholesale tobacco shop" for the purposes of California Labor Code section 6404.5.

Section 11. Section 5-14.09 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.09. Fee for License.

There shall be no fee imposed upon a Tobacco Retailer for the issuance or renewal of a Tobacco Retailer's license.

Section 12. Section 5-14.10 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.10. Compliance Monitoring.

(a) Compliance with this chapter shall be monitored by the Department. In addition, any peace officer may enforce the penal provisions of this chapter. The County may designate any number of additional Persons to monitor compliance with this chapter.

(b) The Department may inspect each Tobacco Retailer one or more times per twelve month period, if sufficient funds are appropriated by the Board of Supervisors to perform such inspections. Nothing in this paragraph shall create a right of action in any licensee or other Person against the County or its agents.

(c) The County shall not enforce any law establishing a minimum age for Tobacco Product purchases or possession against a Person who otherwise might be in violation of such law because of the Person's age (hereinafter "Youth Decoy") if the potential violation occurs when:

- (1) the Youth Decoy is participating in an inspection supervised by a peace officer, code enforcement official, or the Person designated by the County to monitor compliance with this chapter; or
- (2) the Youth Decoy is acting as an agent of a Person designated by the County to monitor compliance with this chapter; or
- (3) the Youth Decoy is participating in an inspection funded in part, either directly or indirectly through subcontracting, by the Plumas County Public Health Agency or the California Department of Health Services.

Section 13. Section 5-14.11 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.11. Fines; Suspension or Revocation of License.

(a) *Suspension or Revocation of License for Violation.* In lieu of or in addition to any other penalty authorized by law, a licensee shall be fined and/or have its license suspended or revoked, as set forth below, if any court of competent jurisdiction determines, or the Department finds based on a preponderance of the evidence, after the licensee is afforded notice and an opportunity to be heard, that the licensee, or any of the licensee's agents or employees, has violated any of the requirements, conditions, or prohibitions of this chapter or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any provision of Section 5-14.02 above.

- (1) Upon a finding by the Department of a first violation of this chapter at a location within any sixty-month period, a fine of \$500 shall be issued to the Proprietor(s).
- (2) Upon a finding by the Department of a second violation of this chapter at a location within any sixty-month period, the license shall be suspended for ninety days and a fine of \$1,000 shall be issued to the Proprietor(s).

- (3) Upon a finding by the Department of a third violation of this chapter at a location within any sixty-month period, the license shall be suspended for one year and a fine of \$1,500 shall be issued to the Proprietor(s).

(b) *Appeal of Suspension or Revocation.* A decision of the Department to suspend or revoke a license is appealable to the Plumas County Board of Supervisors. If such an appeal is timely made, it shall stay enforcement of the appealed action. An appeal to the Plumas County Board of Supervisors is not available for a revocation made pursuant to subsection (d) below.

(c) *Appellate Process.* Except as otherwise provided by law, any decision made appealable to the Plumas County Board of Supervisors pursuant to this chapter shall be subject to the following requirements and procedures.

- (1) Any appeal must be in writing, shall state the specific reasons therefore and the grounds asserted for relief and the specific relief requested, and shall be filed with the Clerk of the Board of Supervisors within ten (10) calendar days of personal service of the notice of the action being appealed, or within fifteen (15) calendar days of mailing if the notice is only served by mail. If any Person to whom the notice of violation was given does not file a written appeal within the time and in the manner set forth above, the right to review of the Department's determination shall be deemed to have been waived, and the Department's decision shall be final.

If a written appeal is filed within the time and in the manner set forth above, the matter shall be heard by the Plumas County Board of Supervisors.

- (2) Not later than fifteen (15) days after receipt of the appeal, the Clerk of the Board of Supervisors shall provide written notice to the parties of the date, time, and place of the hearing, in the manner specified above for a notice of revocation.
- (3) The provisions of the Administration Procedure Act (commencing with Section 11500 of the Government Code of the State) shall not be applicable to such hearing, nor shall formal rules of evidence in civil or criminal judicial proceedings be so applicable.

A record of the hearing shall be made by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made. Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs.

A decision of the Plumas County Board of Supervisors shall be supported by substantial evidence. The Plumas County Board of Supervisors shall sustain the Department's decision if the Plumas County Board of

Supervisors finds that any lawful basis for the Department's action exists.

- (4) Following the conclusion of the hearing, the Plumas County Board of Supervisors shall prepare a written decision that either grants or denies the appeal, contains findings of facts and conclusions of law, and includes notification that the time limit within which a judicial review shall be sought is governed by Code of Civil Procedure Section 1094.6. Notice of the written decision, including a copy thereof, shall be filed with the Clerk of the Board of Supervisors and served upon all parties not later than ten (10) business days following the date on which the hearing is closed.

The written decision of the Plumas County Board of Supervisors shall be the final decision of the County, and shall become final upon the date that notice thereof is mailed to the appellant by certified mail.

- (5) Any determination of the Plumas County Board of Supervisors shall be subject to judicial review pursuant to Code of Civil Procedure Section 1094.5.

(d) *Revocation of License Wrongly Issued.* A Tobacco Retailer's license shall be revoked if the Department finds, after the licensee is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a license under Sec. 5-14.05 existed at the time application was made or at any time before the license issued. The decision by the Department shall be the final decision of the County. Such a revocation shall be without prejudice to the filing of a new license application.

(e) Fines and interest upon proceeds of fines shall be used exclusively to fund the tobacco retail licensing program. Fines are nonrefundable except as may be required by law.

Section 14. Section 5-14.12 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.12. Tobacco Retailing Without a Valid License.

(a) In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the Department finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any Person has engaged in Tobacco Retailing at a location without a valid Tobacco Retailer's license, either directly or through the Person's agents or employees, the Person shall be ineligible to apply for, or to be issued, a Tobacco Retailer's license as follows:

- (1) After a first violation of this section at a location within any sixty-month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until thirty days have passed from the date of the violation.

- (2) After a second violation of this section at a location within any sixty-month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until ninety days have passed from the date of the violation and a fine of \$500 shall be issued to the Proprietor.
- (3) After of a third or subsequent violation of this section at a location within any sixty-month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until one year has passed from the date of the violation and a fine of \$1,000 shall be issued to the Proprietor.

(b) Tobacco Products and Tobacco Paraphernalia offered for sale or exchange in violation of this section are subject to seizure by the Department or any peace officer and shall be forfeited after the licensee and any other owner of the Tobacco Products and Tobacco Paraphernalia seized is given reasonable notice and an opportunity to demonstrate that the Tobacco Products and Tobacco Paraphernalia were not offered for sale or exchange in violation of this chapter. The decision by the Department may be appealed pursuant to the procedures set forth in Section 5-14.11(c). Forfeited Tobacco Products and Tobacco Paraphernalia shall be destroyed after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure section 1094.6 or other applicable law has expired without the filing of a lawsuit or, if such a suit is filed, after judgment in that suit becomes final.

(c) For the purposes of the civil remedies provided in this chapter:

- (1) each day on which a Tobacco Product or Tobacco Paraphernalia is offered for sale in violation of this chapter; or
- (2) each individual retail Tobacco Product and each individual retail item of Tobacco Paraphernalia that is distributed, sold, or offered for sale in violation of this chapter;

shall constitute a separate violation of this chapter.

Section 15. Section 5-14.13 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.13. Additional Remedies.

(a) The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

(b) Whenever evidence of a violation of this chapter is obtained in any part through the participation of a Person under the age of eighteen years old, such a Person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence

presented.

(c) Violations of this chapter are subject to a civil action brought by the District Attorney, punishable by a civil fine not less than \$250 and not exceeding \$1,000 per violation.

(d) Violations of this chapter may, in the discretion of the District Attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require.

(e) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.

(f) Violations of this chapter are hereby declared to be public nuisances.

(g) In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the District Attorney, including, for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

Section 16. Section 5-14.14 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.14. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this chapter, or its application to any other person or circumstance. The Board of Supervisors of the County of Plumas hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 17. Sections 3 through 16 of this ordinance, which amend the Plumas County Code, shall be codified. The remainder of the ordinance shall not be codified.

Section 18. The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

Section 19. This ordinance shall be published, pursuant to Section 25124 (a) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the Feather River Bulletin, a newspaper of general circulation in the County of Plumas.

Section 20. This ordinance shall become effective thirty (30) days after its date of final adoption.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the ____ day of _____, 2016, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the ____ day of _____, 2016, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ATTEST:

Chair, Board of Supervisors

Clerk of said Board of Supervisors