

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 JULY 12, 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 between County of Plumas and Lassen County for use of the Lassen County Juvenile Hall facility; approved as to form by County Counsel; discussion and possible action
- 2) Approve and authorize the Chief Probation Officer to sign contract between County of Plumas and Plumas Rural Services for parenting classes; approved as to form by County Counsel; discussion and possible action

B) FACILITY SERVICES & AIRPORTS

Approve and authorize the Director of Facility Services and Airports to sign Service Agreement with QT POD for "Extended Warranty and Service Policy Program" of the County Airports fuel terminals; discussion and possible action

2. DEPARTMENTAL MATTERS

A) PUBLIC WORKS – Robert Perreault

Consider proposal to revise the speed limit zones along a portion of Quincy Junction Road in the vicinity of Quincy Jr/Sr High School; discussion, possible action and/or direction to staff

B) AUDITOR/CONTROLLER – Roberta Allen

Approve and ratify invoice from Susan Scarlett, Budget Consultant of \$2,565 for budget related services in excess of FY 2015-2016 contract amount, and authorize the Auditor/Controller to process; 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**

- D) **SHERIFF** – Greg Hagwood
Adopt **RESOLUTION** to Amend the Plumas County Position Allocation for Budget Year 2016-2017, 70387 Court Security (Sergeant 1.0 FTE), and authorize the Sheriff to promote and assign. **Roll call vote**

3. BOARD OF SUPERVISORS

- A. Discussion and possible action and/or direction to staff regarding preparation of the Board of Supervisors' response to the 2015-16 Plumas County Grand Jury Final Report
- B. Approve and authorize the Chair to sign Board of Supervisors Policy for Agenda Preparation and Submittal as amended; discussion and possible action
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- E. Appointments

MENTAL HEALTH COMMISSION

Appoint Estres Wellings to the Mental Health Commission replacing Merle Rusky

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, July 19, 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: June 28, 2016
TO: Honorable Board of Supervisors
FROM: Erin Metcalf, Chief Probation Officer 
SUBJECT: Contract between Plumas County and Lassen County for Lassen County Juvenile Detention Facility

Recommendation:

Approve and authorize the Chief Probation Officer to sign the Contract between Plumas County and Lassen County for the use of the Lassen County Juvenile Hall Facility. Approve as to form by County Counsel.

Background:

As Plumas County does not have a juvenile hall, we must contract with surrounding counties to use their juvenile detention facilities when juveniles need to be detained in a secure setting. Plumas County Probation Department has contracted with Lassen County for the use of their juvenile detention facility in past years. A copy of the current agreement is on file with the Clerk of the Board.

**AGREEMENT FOR PLACEMENT IN THE
LASSEN COUNTY JUVENILE DETENTION FACILITY**

THIS Agreement is made between the **COUNTY OF LASSEN**, a political subdivision of the State of California and the **COUNTY OF PLUMAS**, a political subdivision of the State of California.

WHEREAS, the **COUNTY of PLUMAS** has a need for Juvenile Detention placement facilities and desires to place minors detained pursuant to order of its juvenile court in the Lassen County Juvenile Detention Facility, to the extent that excess accommodations are available, and

WHEAREAS, the **COUNTY of LASSEN** currently operates and maintains a Juvenile Detention Facility in the City of Susanville, where space may exist in excess of its needs;

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. SERVICES.

- A. **LASSEN COUNTY** shall provide placement in the Juvenile Detention Facility for **PLUMAS COUNTY** minors who have been accepted by Lassen County Probation Department for such placement in its facility. Placement in the facility shall be made if Lassen County Probation Department determines that excess space in the facility exists and **LASSEN COUNTY** agrees to accept the minor.
- B. All **PLUMAS COUNTY** minors accepted for placement and placed in the Lassen County Juvenile Detention Facility shall receive the same accommodations and services as **LASSEN COUNTY** juveniles in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate educational services, medical care, mental health care, and dental care as arranged and authorized by **PLUMAS COUNTY**.
- C. **LASSEN COUNTY** may provide emergency medical services without prior authorization from **PLUMAS COUNTY**.
- D. **PLUMAS COUNTY** minors are not eligible to participate in Lassen County Children's System of Care Program (CSOC).

2. TERM OF AGREEMENT:

This agreement shall commence July 1, 2016 through June 30, 2017.

This agreement may be terminated at anytime by either party hereto, upon a thirty (30) day written notice to the other party.

3. PAYMENT:

- A. Detained Board and Care: **PLUMAS COUNTY** shall pay **LASSEN COUNTY** for the costs of board and care for each minor so placed for each day or portion thereof that said minor is housed in the Lassen County Juvenile Detention Facility. Said payment shall be at the per diem rate determined by the Board of Supervisors of **LASSEN COUNTY**.

The rate currently established by the Board of Supervisors is \$110.00 for each 24-hour day or portion thereof. This rate is subject to change by the Board of Supervisors and **PLUMAS COUNTY** shall be given thirty (30) days notice in writing of said change before the new rate becomes applicable to this agreement.

- B. Court Ordered Commitment Board and Care: **PLUMAS COUNTY** shall pay **LASSEN COUNTY** for the cost of board and care for each minor court ordered to serve a commitment in the juvenile detention facility. Said payment for court ordered commitment shall be at the per diem rate determined by the Board of supervisors of **LASSEN COUNTY**. The rate to be established by the Board of Supervisors is \$85.00 for each 24-hour day period or portion thereof. This commitment rate is subject to change by the Board of Supervisors and **PLUMAS COUNTY** shall be given thirty (30) days notice in writing of said change before the new rate becomes applicable to this agreement.
- C. Legal Costs: **PLUMAS COUNTY** shall be solely responsible for providing legal services for said minors and solely responsible for the costs of such services.
- D. Writ of Habeas Corpus: In the event petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of a **PLUMAS COUNTY** minor placed in the Lassen County Juvenile Detention Facility, **PLUMAS COUNTY** shall defend said litigation and hold **LASSEN COUNTY**, its officers and employees, fully harmless therefrom.
- E. Medical and Psychological Services: **PLUMAS COUNTY** agrees to pay or to reimburse **LASSEN COUNTY** at the rate of \$25.00 per sick call, per youth, and for any additional costs of any necessary surgical, medical, psychological, dental care, prescription medication, or mental health care required by a minor placed pursuant to this agreement above and beyond what CFMG covers in our medical contract. **LASSEN COUNTY** is authorized to obtain emergency medical, dental, and mental health care for **PLUMAS COUNTY** minors without prior authorization. All other services must be pre-authorized by **PLUMAS COUNTY**.
- F. Education: **PLUMAS COUNTY** shall reimburse **LASSEN COUNTY** for any and all costs of schooling or education not compensated for by the State of California.
- G. Billing and Payment: **LASSEN COUNTY** shall submit an invoice itemizing fees, charges, and reimbursement payable by **PLUMAS COUNTY** to **LASSEN COUNTY** pursuant to this agreement by the 10th of the following calendar month. **PLUMAS COUNTY** shall remit payment within thirty (30) days following submission of the invoice.

4. **Transportation:**

- A. **PLUMAS COUNTY** shall be responsible for providing transportation of the minor between **PLUMAS COUNTY** and the Lassen County Juvenile Detention Facility. In the event **PLUMAS COUNTY** fails to provide transportation from **LASSEN COUNTY** to **PLUMAS COUNTY** when **LASSEN COUNTY** has requested removal of a minor, **LASSEN COUNTY** shall transport the minor to **PLUMAS COUNTY** and **PLUMAS COUNTY** shall be responsible for payment of the cost of such

transportation. The cost shall be the actual amount if an outside vendor does the transporting, or at the Internal Revenue Rate for mileage.

- B. **LASSEN COUNTY** shall provide routine transportation for the minor within **LASSEN COUNTY** for the purposes of medical, mental health, dental or other appropriate care. The cost of such transportations is included in the per diem rate.

5. **Removal of minors:**

PLUMAS COUNTY shall promptly remove any **PLUMAS COUNTY** minors placed in the Lassen County Juvenile Detention Facility upon request of the Lassen County Probation Department. Lassen County Probation Department shall have sole discretion to request removal of a **PLUMAS COUNTY** minor.

6. **Indemnity:**

LASSEN COUNTY shall defend, release, hold harmless, and indemnify **PLUMAS COUNTY**, its officers and/or employees, from any and all claims for injuries or damages to persons and/or property, including attorney's fees, which arise out of injuries or damages resulting from the negligent acts or omissions of **LASSEN COUNTY**, its officers and/or employees. It is further agreed that **PLUMAS COUNTY** shall defend, release, hold harmless, and indemnify **LASSEN COUNTY**, its officers and/or employees, from any and all claims for injuries or damages to persons and/or property, including attorney's fees, which arise out of injuries or damages resulting from the negligent acts or omissions of **PLUMAS COUNTY**, its officers and/or employees. In the event of concurrent negligence of **LASSEN COUNTY**, its officers and/or employees and **PLUMAS COUNTY**, its officers and/or employees, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

7. **Modification:**

No modification or waiver of any provisions of the Agreement shall be effective unless such waiver or modifications shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

8. **Notices:**

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by facsimile, email, personal service or by first class mail and addressed to the party to be so served as follows:

COUNTY CONTACT:

Doug Carver
ACTING CHIEF PROBATION OFFICER
COUNTY OF PLUMAS
PROBATION DEPARTMENT
270 County Hospital Rd Ste 128,
Quincy, CA 95971
(530) 283-6200 (OFFICE)
(530) 283-6165 (FAX)

AGENCY/VENDOR

LASSEN COUNTY PROBATION DEPARTMENT
JENNIFER BRANNING
CHIEF PROBATION OFFICER
107 SOUTH ROOP STREET
SUSANVILLE, CA 96130
PHONE: (530) 251-2689
FACSIMILE: (530) 257-9160
E-mail: jbranning@co.lassen.ca.us

IN WITNESS WHEREOF, LASSEN COUNTY AND PLUMAS COUNTY have executed this agreement, this _____ day of _____, 20__ COUNTY OF LASSEN

By: J Branning
Jennifer Branning
Chief Probation Officer

Dated: 5/18/16

COUNTY OF PLUMAS

By: Doug Carver
Doug Carver
Acting Chief Probation Officer

Dated: 6/6/16

Approved as to form and legal content

Andrew Haut
Andrew Haut
Attorney for County Counsel
COUNTY of LASSEN COUNTY

Date: 5/17/16

Approved as to form:

Stephen L. Mansell 6/22/16
Stephen L. Mansell
Deputy Plumas County Counsel




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: June 28, 2016
TO: Honorable Board of Supervisors
FROM: Erin Metcalf, Chief Probation Officer 
SUBJECT: Contract between Plumas County and Plumas Rural Services

Recommendation:

Approve the Contract between Plumas County and Plumas Rural Services for Parenting Classes.

Background:

During the on-going 6 week program modules, parents of probationers will participate in the following classes: Nurturing Parenting and Teen Relationships; Adolescence: Why It's Normal for Teens to Act Weird; Trusting Teen-Parent Relationships; Constructive Communication; Negotiation and Compromise; Problem Solving; Why Teens Stop Talking; Discipline: Family Morals, Values & Rules; Helping Teens Manage Their Behavior; Everyone's Not Doing It; Saying No and Walking Cool; and Violent and Possessive Relationships. The classes will include videos, parent resource guides, and open discussions providing support, encouragement, and guidance.

The Nurturing Parenting Critical Support component will provide in-home services for parents who need further support after or in tandem with the Nurturing Parenting groups. A paraprofessional counselor will be assigned to the family in their home to evaluate the parent-child relationship, observe the parenting environment, and offer concrete suggestions for methods to implement in the home to improve parenting skills. The program will be tailored specifically to each family's individual needs, taking into account both unique, short-term issues and ongoing circumstances that impact the family dynamic and day-to-day parenting.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Probation Department (hereinafter referred to as "County"), and PLUMAS RURAL SERVICES, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nineteen Thousand Nine Hundred Fifty Dollars and 46/100 (\$19,950.46).
3. Term. The term of this agreement shall be from July 1, 2016 through June 30, 2017, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.*]

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).

 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

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

County:

Plumas County Probation Department
County of Plumas
270 County Hospital Road
Quincy, CA 95971
Attention: Doug Carver

Contractor:

Plumas Rural Services
711 E. Main Street
Quincy, CA 95971
Attention: Michele Piller

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

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

CONTRACTOR:

COUNTY:

Plumas Rural Services,
a California corporation

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

By: _____
Name:
Title:
Date signed:

By: _____
Name: Doug Carver
Title: Interim Chief Probation Officer
Date signed:

By: _____
Name:
Title:
Date signed:

Approved as to form:
Plumas County Counsel

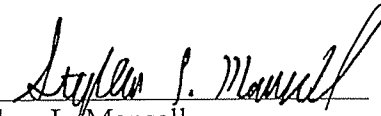
By: 
Stephen L. Mansell
Deputy County Counsel
Date signed: 6/22/16

EXHIBIT A

Scope of Work

During the on-going 6 week program modules, parents of probationers will participate in the following classes: Nurturing Parenting and Teen Relationships; Adolescence: Why It's Normal for Teens to Act Weird; Trusting Teen-Parent Relationships; Constructive Communication; Negotiation and Compromise; Problem Solving; Why Teens Stop Talking; Discipline: Family Morals, Values & Rules; Helping Teens Manage Their Behavior; Everyone's Not Doing It; Saying No and Walking Cool; and Violent and Possessive Relationships. The classes will include videos, parent resource guides, and open discussions providing support, encouragement, and guidance. No classes will be held during the month of December.

The Nurturing Parenting Critical Support component will provide in-home services for parents who need further support after or in tandem with the Nurturing Parenting groups. A paraprofessional counselor will be assigned to the family in their home to evaluate the parent-child relationship, observe the parenting environment, and offer concrete suggestions for methods to implement in the home to improve parenting skills. The program will be tailored specifically to each family's individual needs, taking into account both unique, short-term issues and ongoing circumstances that impact the family dynamic and day-to-day parenting.



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

1B

Dony Sawchuk
Director

Board Meeting: July 12, 2016

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: **Approve Service Agreement with QT POD for "Extended Warranty and Service Policy Program" of the County Airports Fuel Terminals. Authorize the Airports Director to Execute.**

Background

Plumas County Airports has used and approved the service agreement with QT POD for the past 10 years to provide Warranty Service and Technical Support of the self-service fuel terminals at Chester, Quincy and Beckwourth Airports. The service agreement is vital to the Airports ability to provide ongoing fuel sales. Please see attached agreement.

Each year this service agreement requires renewal. County Counsel is unable to "approve as to form" this service agreement due to it being governed by Colorado State Law. County Counsel is also unable render an opinion as to the enforceability of the contract under Colorado State Law. QT POD is unable to amend the agreement to include California State Law. This agreement is used for all States and Canada and QT POD will not augment it for any client.

No other suitable airport fuel service provider has been found that can also provide a contract "approved as to form" by County Counsel. It is recommended that the Board authorize the continuance of this service agreement for one more year.

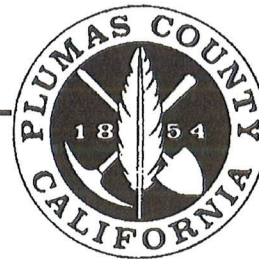
Recommendation

Approve Service Agreement with QT POD for "Extended Warranty and Service Policy Program" of the County Airports Fuel Terminals. Authorize the Airports Director to Execute.

The above referenced agreement cannot be "Approved as to Form" by County Counsel. This agreement is on file with the Clerk of the Board.

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

1834 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323
Robert A. Perreault Jr., Director Joe Blackwell, Deputy Director



JA

AGENDA REQUEST

For the July 12, 2016 meeting of the Plumas County Board of Supervisors

July 5, 2016

To: Honorable Board of Supervisors
From: Robert Perreault, Director of Public Works and Road Commissioner
Subject: Consideration of a Proposal to Revise the speed limit zones along a portion of Quincy Junction Road in the vicinity of Quincy Jr./Sr. High School. Discussion and possible action.

A handwritten signature in blue ink that reads "Robert A. Perreault Jr." is written over the "From:" line of the memo.

Background and Discussion

In response to a request from the public, Department of Public Works staff examined the existing posted speed zone along Quincy Junction Road in the proximity of Quincy Junior/Senior High School. This examination identified discrepancies between the posted speed limits and the prima facie speed limits for School Zones established by California Vehicle Code 22352(b)(2).

The Department of Public Works has submitted the proposed speed limit change to the California Highway Patrol (CHP) for review and comment. CHP has indicated that they are in agreement with the proposed revisions, as presented herein.

To facilitate the establishment of the proposed prima facie 25 mph School Zone speed limit, an amendment of the Plumas County Code is needed to eliminate the existing County established 25 mph speed zone and adjust the length of the existing County established 45 mph speed zone.

Two (2) attached maps depict the existing speed limit zones and the proposed speed limit zones. The proposed revise ordinance will establish a 25 MPH prima facie School Zone speed limit for a portion of County Road 406 (Quincy Junction Road) from the intersection of Main Street (State Route 70/89) to a point 816 feet west of the intersection of County Road 506 (Quincy Junction Road) and County Road 424 (Kelsey Lane.)

As a result of Public Works staff findings, a proposal to revise the speed limits along Quincy Junction Road in that area has been prepared for consideration by the Board of Supervisors. Deputy County Counsel Steve Mansell has reviewed the attached ordinance and has approved it as to form.

The purpose of this Agenda Request is to afford an opportunity to review and comment upon the proposal during the July 12, 2016 meeting of the Board of Supervisors.

Recommendation

Public Works staff respectfully recommends that the Board of Supervisors direct staff to schedule a Waiver of the First Reading of the attached proposed, revised Ordinance for July 19, 2016, and, subsequently schedule a Public Hearing for August 2, 2016.

Attachments:

1. Draft Revised Ordinance changing the speed limit zones along a portion of County Road 406 (Quincy Junction Road)
2. Map of existing speed zones.
3. Map of proposed speed zones.

ORDINANCE NO. 16 – _____

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING SECTIONS 4-3.703(x) and 4-3.705.1(h) OF CHAPTER 3 OF TITLE 4 OF
THE PLUMAS COUNTY CODE CONCERNING SPEED LIMITS**

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

CHAPTER 3. TRAFFIC

Section 1. The Plumas County Code shall be amended as set forth below:

Sec. 4-3.703. Twenty-Five miles per hour.

Section 4-3.703(x) of Chapter 3 of Title 4 of the Plumas County Code shall be rescinded in its entirety.

Sec. 4-3.705.1. Forty-five miles per hour.

Section 4-3.705.1(h) of Chapter 3 of Title 4 of the Plumas County Code shall be amended as follows:

(h) County Road 406 (also known as Quincy Junction Road) beginning at a point 816 feet west of the intersection of County Road 424 (Kelsey Lane) and County Road 406 to the intersection of County Road 404 (Chandler Road)

Section 2. Section 1 of this ordinance, which amends the Plumas County Code, shall be codified. The remainder of the ordinance shall not be codified.

Section 3. 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 4. 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 19th day of July, 2016, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 26th day of July, 2016, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

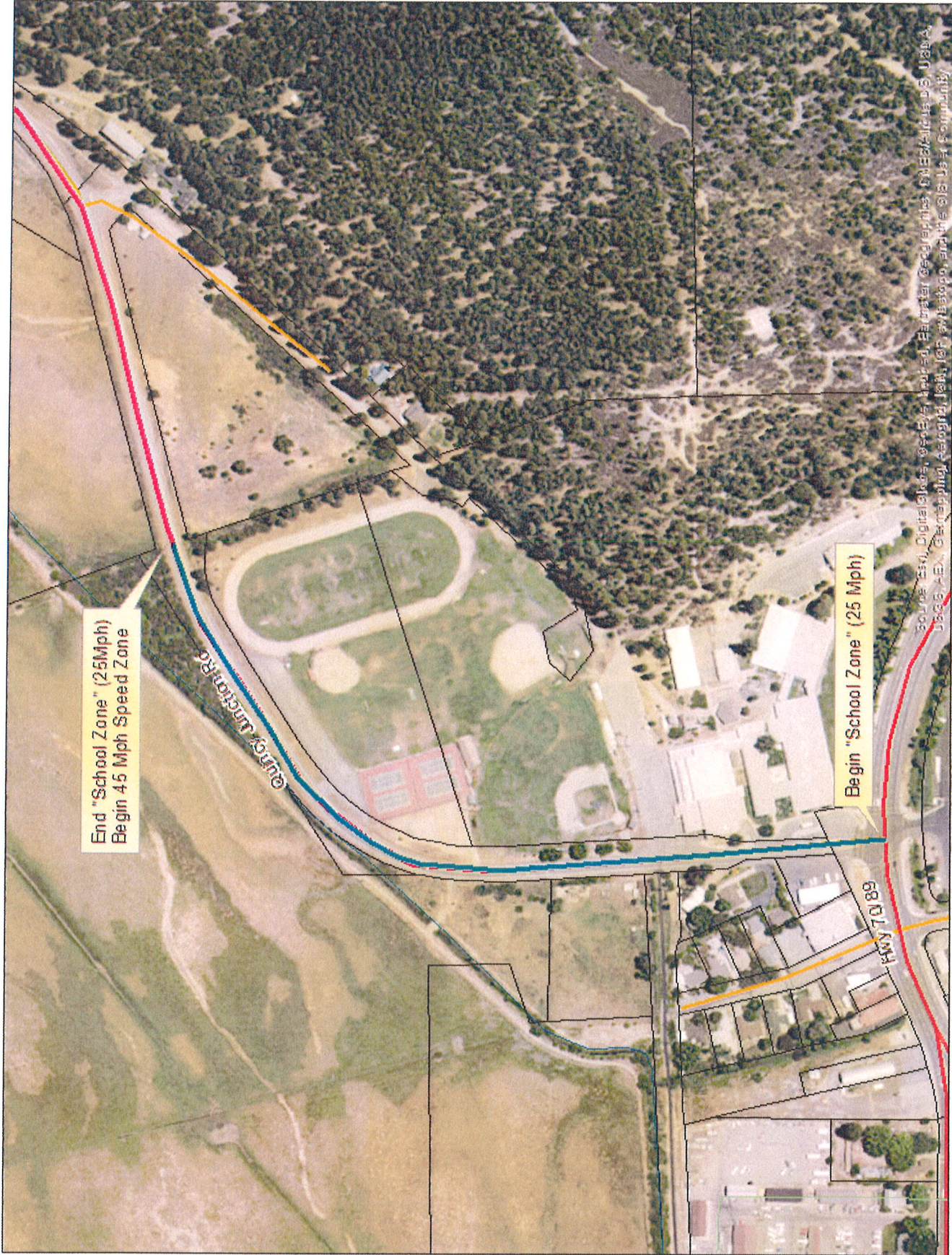
ATTEST:

Chair, Board of Supervisors

Clerk of said Board of Supervisors



1 inch = 300 feet



End "School Zone" (25Mph)
Begin 45 Mph Speed Zone

Begin "School Zone" (25 Mph)

Source: Esri, DigitalGlobe, GeoEye, AeroGRID, IGN, USF, AeroMap, and the GIS User Community
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Proposed Speed Zone Change - Quincy Junction Road, Quincy, CA

Prepared By:
Plumas County
Public Works
May 2010

On July 12, 2016, the Plumas County Board of Supervisors will consider, and on July 19, 2016, the Plumas County Board of Supervisors will possibly adopt, an ordinance adding a new Chapter 14 to Title 5 of the Plumas County Code, which would require the licensure of tobacco retailers located in unincorporated Plumas County. The following is a summary of the ordinance:

All tobacco retailers must obtain a Tobacco Retailer's License for each location in unincorporated Plumas County. Tobacco retailers must: (i) have all customers appearing to be under the age of thirty provide identification that shows that they are the legally required age prior to purchasing tobacco products; (ii) not allow anyone under the age of 18 to sell tobacco at a retail location unless under the continuous supervision of someone 21 years of age or older who is on the premises; and (iii) prominently display their license in a publicly visible place. No tobacco products may be sold in a vending machine or by other self-service means, nor from a mobile location (for example, from a vehicle). Any retailer who does not have a valid Tobacco Retailer's License may not display tobacco products or paraphernalia, or advertise such products or paraphernalia. A license will be issued after an application is approved and payment of the fee is received. The fee will be set by the Board of Supervisors by resolution, and may not exceed the cost of the regulatory program. Licenses are non-transferable. Licenses are for one-year terms, but may automatically renew for up to four additional one-year terms so long as the retailer maintains compliance with the law. The County may conduct regular inspections of tobacco retailers, and use youth decoys to verify compliance with age restrictions on tobacco sales. A tobacco retailer will be issued a fine of \$500 for a first violation, a suspension of 90 days and a fine of \$1,000 for a second violation, and a suspension of 1 year and a fine of \$1,500 for a third violation. This applies to any violations within a 60 month period. A retailer may appeal a decision by the department to suspend or revoke a license within 10 calendar days of the notice of the action if it is personally served (15 calendar days if notice of the action was mailed). The appeal would be heard by the Plumas County Board of Supervisors and that decision may be reviewed by a court. There are penalties for retailing without a license, including a period of ineligibility to apply for a Tobacco Retailer's License ranging from thirty days to one year. Violations of the ordinance may also be prosecuted by the District Attorney as infractions, misdemeanors, or civil actions. The new regulatory program would become effective on January 1, 2017.

PUBLICATION: All papers on July 06, 2016

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 retailers continue to sell tobacco to underage consumers, evidenced by the following:

- The average rate of illegal tobacco sales to minors by California tobacco retailers from 2007 to 2015, is 8.64 percent; and
- The average rate of illegal tobacco sales to minors by Plumas County tobacco retailers from 2007 to 2016, is 10.74 percent; and
- The annual Plumas County rate of illegal tobacco sales to minors by Plumas County tobacco retailers has been as high as 38 percent in 2011 and 25 percent in 2016; 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 declined in 31 of these communities after the ordinances were enacted, with an average decrease of 403% percent in the youth sales rate; 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. “Tobacco Retailing” shall mean the doing of any of these things. 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 in Plumas County 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 18 years of age and older may sell tobacco unsupervised. Persons 17 years of age and younger may sell tobacco if under the continuous supervision of a person 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.

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 laws’ 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 and the license fee 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 appropriate fee has not been timely paid in full or 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 license fee and 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.

The fee to issue or to renew a Tobacco Retailer's license shall be established from time to time by resolution of Board of Supervisors. The fee shall be calculated so as to recover the cost of administration and enforcement of this chapter, including, for example, issuing a license, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this chapter. Fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law. To the extent possible, the Department shall pursue eligible funding streams to reduce or eliminate the fee to obtain or renew 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 or the Department 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 Tobacco Retailer's license shall be suspended or revoked 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 January 1, 2017.

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:

Chair, Board of Supervisors

ATTEST:

Clerk of said Board of Supervisors



Office of the Sheriff

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

JD

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: June 28, 2016
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood
RE: Agenda Item for the meeting of July 12, 2016

RECOMMENDATION:

Authorize the Sheriff to promote and assign a sergeant to court security at the courthouse.

BACKGROUND & DISCUSSION:

The Plumas County Sheriff's Office requests authorization to promote a deputy sheriff to sergeant and assign that sergeant to courthouse security. This position is currently filled by a deputy sheriff, who supervises twelve security personnel and is responsible for all security and inmate movement throughout the courthouse.

The new sergeant position will be funded by the Administrative Office of the Courts. There is no fiscal impact to the general fund budget.

This new sergeant position will be immediately filled from the current sergeant promotional list. Upon adoption of the final 2016-2017 County Budget the Sheriff will seek elimination of one of the two deputy positions assigned to the courts.

The meet and confer component has been satisfied.

RESOLUTION NO. _____

**RESOLUTION TO AMEND PLUMAS COUNTY POSITION ALLOCATIONS
FOR BUDGET YEAR 2016-2017, 70387 COURT SECURITY**

WHEREAS, the Board of Supervisors, through adoption of the budget, allocates positions for the various county departments each fiscal year; and

WHEREAS, during the fiscal year the Board of Supervisors may amend the position allocation by resolution; and

WHEREAS, a new sergeant position for Court Security has been requested by the Sheriff, and requires an amendment to the position allocation.

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

Approve the amendments to the Position Allocation to Court Security for budget year 2016-2017 to reflect the following:

<u>SHERIFF</u>	<u>FROM</u>	<u>TO</u>
Sergeant	0	1.0

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

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

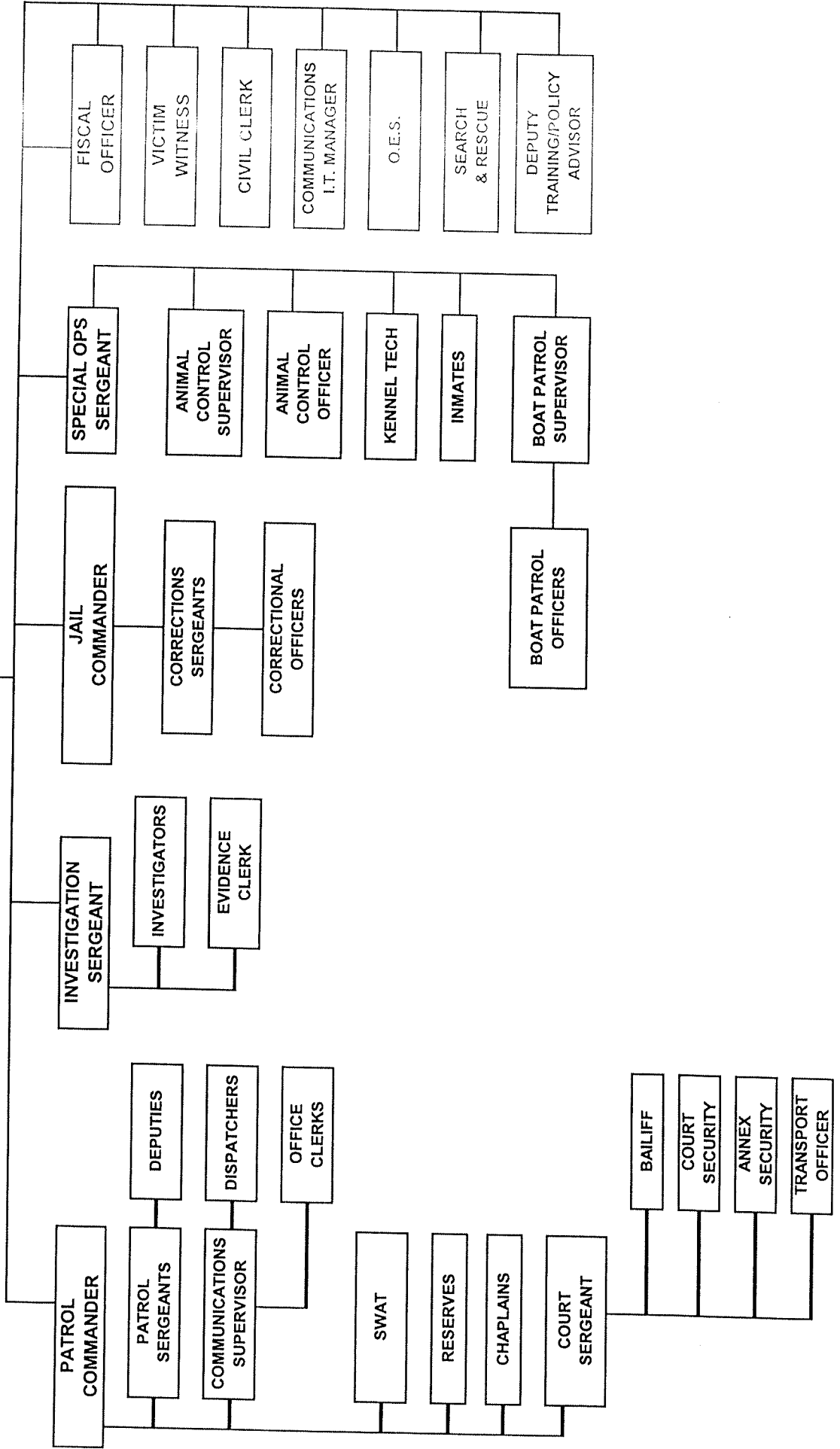
Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

SHERIFF

UNDERSHERIFF



3B



**PLUMAS COUNTY
BOARD OF SUPERVISORS' POLICY
FOR AGENDA PREPARATION AND
SUBMITTAL**
(ADOPTED BY THE BOARD OF SUPERVISORS ON _____, 2016)

THIS POLICY is adopted by the Plumas County Board of Supervisors pursuant to Government Code Section 25003, "The board may make and enforce rules and regulations necessary for the government of the board, the preservation of order, and the transaction of business."

I. INTRODUCTION AND GOALS OF AGENDA REVIEW PROCESS:

The importance of proper preparation and submittal of agenda items is that it assists the Board to be able to review items prior to the meetings, ensures that items before the Board have been reviewed by involved departments, and ensures that the Board's conduct of business is in compliance with Open Meeting Act (i.e. "Brown Act"). At the meeting in which the item is considered, the Board should be provided with complete and accurate backup material. In addition, matters placed before the Board of Supervisors should stand on their own in the public record. Years from now when a member of the public is researching the Clerk's records and locates a Department's board item and supporting materials, the issue should be self-explanatory and complete.

II. DEADLINES:

- A. **"Regular Meetings:"** Regular meetings of the Board of Supervisors are held the first, second, and third Tuesdays of a calendar month.¹ The deadline to place an item on the agenda for a *regular* board meeting is the Monday at 12:00 noon a week prior to the meeting (the "agenda submittal deadline"). If the Monday deadline falls on a holiday, the agenda submittal deadline is then the Friday before the holiday.
- B. **"Special Meetings:"** For special meetings, the times vary and you should check with the Clerk of the Board.
- C. **"Urgency" Items:** If your matter is "urgent", meaning that the need for Board action was discovered after the submittal deadline and that the item cannot wait until the next Board meeting, then complete the Agenda Request Form and add in the background information why the matter is urgent (provide all relevant detail please.) Provide this to the Clerk of the Board and receive instructions about what time you should be present at the Board meeting. After the posting of the agenda, and before the item can be added to the agenda, the Brown Act requires that Board make findings by a four-fifths vote that: 1) the need for action came to the attention of the agency (this includes any County employee or official) after the posting of the agenda; and 2) the need for action cannot reasonably wait until the next regularly scheduled meeting.²

¹ See Plumas County Code section 2-1.101.
² Brown Act, at Government Code section 54954.2(b)(2)

III. HOW TO PLACE AN ITEM ON THE AGENDA:

- A. Submit a completed agenda request form to the Clerk of the Board. This form can be obtained from the Clerk. This form may also be downloaded from the County webpage at www.countyofplumas.com. Each form must be complete and must notice the Clerk of the Board that the request has been reviewed by all involved departments. For example, contracts, resolutions, and ordinances should be reviewed and approved as to form by the County Counsel's office; the Human Resources Director should review personnel matters; budget transfers by the Auditor's office, etc. These pre-meeting courtesy contacts with affected departments will avoid surprises both for you and for others. The Agenda Request Form, with original signatures, needs no additional copies.
- B. Submit the necessary backup. To assist the Board, there must be attached to the agenda request some background information in the form of a letter or memorandum.
 1. The memo should be directed to: "The Honorable Board of Supervisors."
The memo should include at least the following elements:
 - a) Under a heading entitled "Recommendation," please provide a succinct description of the action you are asking the Board to take, and who needs to take the recommended action. For example: "Receive the report from the Health and Human Services Cabinet, and authorize the Social Services Director to submit the necessary grant application to fund the proposed consulting services."
 - b) Under a heading entitled "Background and Discussion" please describe
 - 1) the historical context of the requested action,
 - 2) why the action is timely;
 - 3) the financial impact to the County if the Board takes the recommended action, (for example, the dollar impact to the General Fund), including, but not limited to detailed budget information for the current fiscal year and the next four fiscal years explaining any ongoing financial impact of the recommended action;
 - 4) whether the Board has previously considered the action and when, and,
 - 5) any other relevant information.
 2. Please provide 13 copies along with your original backup information letter or memo, including any attachments. If an attached document is very lengthy, please provide one copy to the Clerk of the Board and mention in your background information that a copy is on file with the Clerk of the Board for public review.
 3. All supporting backup material shall be submitted to the Clerk of the Board with the required agenda request form by the deadline. Any supporting backup material submitted after the posting of the agenda will be held by the Clerk of the Board and the matter will be continued to the next regular meeting of the Board.

IV. SPECIAL INSTRUCTIONS FOR SPECIFIC TYPES OF AGENDA ITEMS:

These items require special processing before being placed on the agenda.

A. Agreement and Leases:

Three (3) original copies of any agreements, contracts, MOU's, or leases must be attached to the agenda backup documents. Original signatures must be on all three copies except those situations where an outside party insists on the County first approving the contract. The Clerk of the Board will keep a signed original document for the County's records. The other two documents will be returned to the submitting department. One is for the other party (i.e. the vendor) and one is for the department's file. Contracts, Agreements, MOU's, Leases, or similar documents must be signed "approved as to form" by County Counsel prior to being placed on the Board's agenda.

B. Ordinances and Resolutions:

Attach only one (1) original ordinance or resolution as there can be only one original document. Upon request, the Clerk of the Board can provide a certified copy of any original document approved by the Board of Supervisors.

If the ordinance or resolution amends a previously adopted ordinance or resolution, please provide the revised resolution and in the backup, please show a marked up version of the same ordinance or resolution using bold italic font to highlight any language changed or added and the "strikeout" function to highlight any deleted language in the document. This allows the Board to clearly see the changes being made. If any exhibits are referenced in the ordinance or resolution, be sure that the exhibits are clearly marked and attached accordingly.

Resolutions and Ordinances shall be reviewed by County Counsel, and any other departments that may be affected, prior to the proposed ordinance or resolution being placed on the Board's agenda. For example, if the proposed ordinance imposes a new County Code violation, evaluate whether the Sheriff's Department and/or the Code Compliance Officer should review it.

C. Request for Budget Appropriation Transfer or Supplemental Budget:

Follow the requirements of the Budget Appropriation Transfer or Supplemental Budget Form, attached. All required signatures shall be obtained before the agenda request is submitted. Please submit these forms to the Auditor's office at least two weeks prior to the agenda submittal deadline.

D. Request to Appropriate Funds from Fund 001, Dept. 20980, Acct. 52840 (General Fund Contingency):

These requests shall be placed on the regular agenda, not on the consent agenda and will require a four/fifths majority roll call vote.

E. Increase in Position Allocations, Changes in Job Descriptions, or Similar Agenda Items:

These requests require the approval of the Human Resources Department ("HR") before submitting the agenda request. The HR department will provide the County department with the appropriate resolution.

F. Grants:

All new grant awards shall be reviewed by the Auditor's office prior to submittal to the Clerk of the Board. Reoccurring funding sources for Departments do not need to be reviewed by the Auditor's office. If specific legal questions are raised by the grant, provide all relevant documents to the County Counsel's office along with the legal question to be addressed. Also, provide copies of all contracts to be executed to the County Counsel's office for review and "approved as to form".

G. Policy Issues:

Any proposed policy that potentially affects multiple county departments shall be reviewed by County Counsel and presented to Management Council for input to the proponent prior to submittal to the Clerk of the Board to be placed on the agenda for Board approval. The cover letter or memorandum to the Board shall provide the date the matter was presented to Management Council and summarize the position of Management Council, if any.

The policy shall include a title, content, signature line for the Chair and date adopted and/or amended. The request shall be placed on the regular agenda, not on the consent agenda.

Upon adoption by the Board of Supervisors, the Clerk of the Board will provide each county department with a copy of the policy.

V. SPECIFIC TIME REQUIREMENTS FOR REVIEW BY OUTSIDE DEPARTMENTS PRIOR TO AN ITEM BEING PLACED ON THE AGENDA:

A. Human Resources: For normal agenda items, such as position increase due to grant funding, please provide at least two weeks for the Department to review the item. If the agenda item involves reorganization of the Department, revisions of job descriptions, or other more complex issues, additional time may be needed. Please contact the Department for specific instructions. When presenting the proposed agenda item to the department, please present the specific item that will be presented to the BOS and any additional information which may be necessary for Department to evaluate the agenda request.

B. Auditor/Controller:

1. **Grants:** Provide copy of grant application, grant guidelines, and supplemental budget adjustments for any Departments affected by the grant. This information shall be provided at least two weeks prior to the Agenda deadline.
2. **Other agenda items:** Other agenda items, such as supplemental budget adjustments, must be presented to the Auditor's office at least two weeks prior to the Agenda deadline.

C. Information Technology: For any agenda items which need I.T.'s review, present the proposed agenda item to the Director of Information Technology at least two weeks prior to the agenda deadline.

- D. County Counsel: Any ordinary contracts, leases, ordinances, resolutions or other items needing County Counsel's review, must be presented for review at least two weeks prior to the Agenda deadline. More complex matters should be submitted with additional lead time; contact County Counsel for further guidance. Please indicate if your agenda item is needed for a specific Board date. Also, please indicate any specific legal questions that you wish addressed. If County Counsel's Office has not signed "approved as to form" by the agenda submittal deadline, the matter will need to wait until the next regular Board meeting. (The Clerk of the Board will not accept agenda items "pending review of County Counsel.")
- E. Other Departments: When your agenda item affects any other County department, you must provide that department with the agenda request for their review two weeks prior to the agenda submittal deadline.

VI. GUIDELINES FOR CONSENT AGENDA:

A department head may request non-controversial or routine items to be placed on the consent agenda. These items are such that the Board may approve them quickly without discussion. If an item is placed on the consent agenda, the requesting party or department head need not appear at the Board of Supervisors meeting. However, any member of the Board or a member of the public may ask that an item be removed from the consent agenda for discussion. In this case, your attendance may be required and a call will be placed to you to appear at the Board meeting.

VII. SETTING THE AGENDA FOR PUBLICATION:

The Board of Supervisors controls its own agenda. The Clerk of the Board prepares the initial draft agenda from the requests submitted and forwards the draft to the Chair and Vice Chair for review. The Chair and Vice Chair have the authority to add, delete, postpone, or limit the time for consideration of any agenda item request. Notwithstanding the foregoing, all requests by a member of the Board of Supervisors shall be included in the agenda, subject to approval of the agenda at the beginning of the meeting. Requests from members of the public must have the support of the Chair or another member of the Board.

VIII. AFTER THE BOARD MEETING:

When the Board authorizes specific action which was not part of the original agenda item, the Department head shall ensure that all required documents, such as budget transfers, supplemental budgets, or position allocations, are completed and forwarded to the relevant departments in a timely manner.

Since the agenda packet is the most readily available source of information for matters considered by the Board, whenever possible Board minutes should indicate whether something was approved "as presented" or "as reviewed by the Board." This will clarify whether an item in the agenda packet is the final version of a document.

IX. CONSEQUENCES OF NOT COMPLYING WITH AGENDA REQUIREMENTS:

If an item is incomplete, it will not be placed on the agenda and will be held until the item is complete or it will be returned to the Department with a note as to what needs to be done or what might be lacking. Further, an agenda item that requires the review or coordination with another department or the recommendation or approval from another Department, will not be placed on the agenda unless those Departments have signed the agenda request form indicating

that they have had the opportunity to read the material, confer with the requesting Department head, and prepare their own written recommendation to the Board if desired. This policy has been applied consistently over the years without regard to whether the Department head is appointed or elected, based on the premises that the Board should have the best and most complete information available to it when it is asked to determine policy. The philosophy is that when an item is placed before the Board, it should be ready for the Board's action and should not require additional research or work for its implementation.

Please contact the Clerk of the Board regarding: Advance timing necessary for Public Hearing notices, ordinance summaries, and any other questions you may have regarding the agenda process.

X. ADOPTION:

This "Plumas County Board of Supervisors' Policy for Agenda Preparation and Submittal" is revised and adopted by the Plumas County Board of Supervisors at a meeting held _____, 2016.

Plumas County Board of Supervisors

By _____
Sharon Thrall, Chair

Attest:

Nancy DaForno, Clerk of the Board

Revision History:

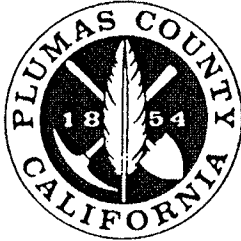
Initial Adoption:

Revised: 10/1/2013

Revised: 6/21/2016

Current:

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**PLUMAS COUNTY
BOARD OF SUPERVISORS' POLICY
FOR AGENDA PREPARATION AND
SUBMITTAL**

(ADOPTED BY THE BOARD OF SUPERVISORS ON _____, 2016)

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THIS POLICY is adopted by the Plumas County Board of Supervisors pursuant to Government Code Section 25003, "The board may make and enforce rules and regulations necessary for the government of the board, the preservation of order, and the transaction of business."

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The importance of proper preparation and submittal of agenda items is that it assists the Board to be able to review items prior to the meetings, ensures that items before the Board have been reviewed by involved departments, and ensures that the Board's conduct of business is in compliance with Open Meeting Act (i.e. "Brown Act"). At the meeting in which the item is considered, the Board should be provided with complete and accurate backup material. In addition, matters placed before the Board of Supervisors should stand on their own in the public record. Years from now when a member of the public is researching the Clerk's records and locates a Department's board item and supporting materials, the issue should be self-explanatory and complete.

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¹ See Plumas County Code section 2-1.101.

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 - 4) whether the Board has previously considered the action and when, and,
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C. Request for Budget Appropriation Transfer or Supplemental Budget:

Follow the requirements of the Budget Appropriation Transfer or Supplemental Budget Form, attached. All required signatures shall be obtained before the agenda request is submitted. Please submit these forms to the Auditor's office by ~~the Friday before the agenda is due~~ at least two weeks prior to the agenda submittal deadline.

D. Request to Appropriate Funds from Fund 001, Dept. 20980, Acct. 52840 (General Fund Contingency):

These requests shall be placed on the regular agenda, not on the consent agenda and will require a four/fifths majority roll call vote.
~~four/fifths majority roll call vote.~~

E. Increase in Position Allocations, Changes in Job Descriptions, or Similar Agenda Items:

These requests require the approval of the Human Resources Department (“HR”) before submitting the agenda request. The HR department will provide the County department with the appropriate resolution.

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The policy shall include a title, content, signature line for the Chair and date adopted and/or amended. The request shall be placed on the regular agenda, not on the consent agenda.

Upon adoption by the Board of Supervisors, the Clerk of the Board will provide each county department with a copy of the policy.

V. **SPECIFIC TIME REQUIREMENTS FOR REVIEW BY OUTSIDE DEPARTMENTS PRIOR TO AN ITEM BEING PLACED ON THE AGENDA:**

- A. Human Resources: For normal agenda items, such as position increase due to grant funding, please provide at least two weeks ~~one week~~ for the Department to review the item. If the agenda item involves reorganization of the Department, revisions of job descriptions, or other more complex issues, additional time may be needed. Please contact the Department for specific instructions. When presenting the proposed agenda item to the department, please present the specific item that will be presented to the BOS and any additional information which may be necessary for Department to evaluate the agenda request.
- B. Auditor/Controller:
1. **Grants:** Provide copy of grant application, grant guidelines, and supplemental budget adjustments for any Departments affected by the grant. This information shall be provided at least ~~the Thursday~~ two weeks prior to the Agenda deadline.
 2. **Other agenda items:** Other agenda items, such as supplemental budget adjustments, must be presented to the Auditor's office ~~by the Friday~~ at least two weeks prior to the Agenda deadline.
- C. Information Technology: For any agenda items which need I.T.'s review, present the proposed agenda item to the Director of Information Technology at least ~~one week~~ two weeks prior to the agenda deadline.
- D. County Counsel: Any ordinary contracts, leases, ordinances, resolutions or other items needing County Counsel's review, must be presented for review at least two weeks prior to the Agenda deadline. More complex matters should be submitted with additional lead time; contact County Counsel for further guidance. Please indicate if your agenda item is needed for a specific Board date. Also, please indicate any specific legal questions that you wish addressed. If County Counsel's Office has not signed "approved as to form" by the aAgenda submittal

deadline, the matter will need to wait until the next regular Board meeting. (The Clerk of the Board will not accept agenda items "pending review of County Counsel.")

- E. Other Departments: When your agenda item affects any other County department, you must provide that department with the agenda request for their review two weeks prior to the agenda submittal deadline.

VI. GUIDELINES FOR CONSENT AGENDA:

A department head may request non-controversial or routine items to be placed on the consent agenda. These items are such that the Board may approve them quickly without discussion. If an item is placed on the consent agenda, the requesting party or department head need not appear at the Board of Supervisors meeting. However, any member of the Board or a member of the public may ask that an item be removed from the consent agenda for discussion. In this case, your attendance may be required and a call will be placed to you to appear at the Board meeting.

VII. SETTING THE AGENDA FOR PUBLICATION:

The Board of Supervisors controls its own agenda. ~~Working with the County Administrative Officer, the~~ The Clerk of the Board prepares the initial draft agenda from the requests submitted and forwards the draft to the Chair and Vice Chair for review. The Chair and Vice Chair have the authority to add, delete, postpone, or limit the time for consideration of any agenda item request. Notwithstanding the foregoing, all requests by a member of the Board of Supervisors shall be included in the agenda, subject to approval of the agenda at the beginning of the meeting. Requests from members of the public must have the support of the Chair or another member of the Board.

VIII. AFTER THE BOARD MEETING:

When the Board authorizes specific action which was not part of the original agenda item, the Department head shall ensure that all required documents, such as budget transfers, supplemental budgets, or position allocations, are completed and forwarded to the relevant departments in a timely manner.

Since the agenda packet is the most readily available source of information for matters considered by the Board, whenever possible Board minutes should indicate whether something was approved "as presented" or "as reviewed by the Board." This will clarify whether an item in the agenda packet is the final version of a document.

IX. CONSEQUENCES OF NOT COMPLYING WITH AGENDA REQUIREMENTS:

If an item is incomplete, it will not be placed on the agenda and will be held until the item is complete or it will be returned to the Department with a note as to what needs to be done or what might be lacking. Further, an agenda item that requires the review or coordination with another department or the recommendation or approval from another Department, will not be placed on the agenda unless those Departments have signed the agenda request form indicating that they have had the opportunity to read the material, confer with the requesting Department head, and prepare their own written recommendation to the Board if desired. This policy has been applied consistently over the years without regard to whether the Department head is appointed or elected, based on the premises that the Board should have the best and most complete information available to it when it is asked to determine policy. The philosophy is

that when an item is placed before the Board, it should be ready for the Board's action and should not require additional research or work for its implementation.

Please contact the Clerk of the Board regarding: Advance timing necessary for Public Hearing notices, ordinance summaries, and any other questions you may have regarding the agenda process.

X. **ADOPTION:**

This "Plumas County Board of Supervisors' Policy for Agenda Preparation and Submittal" is revised and adopted by the Plumas County Board of Supervisors at a meeting held _____, 2016.

Formatted: Justified

Plumas County Board of Supervisors

By _____
Sharon Thrall, Chair

Attest:

Nancy DaForno, Clerk of the Board

Revision History:

Initial Adoption:	*
Revised:	*
Revised:	10/1/2013
Revised:	6/21/2016
Current:	6/21/2016

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