



## **BOARD OF SUPERVISORS**

Terrell Swofford, Chair 1<sup>st</sup> District

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

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

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

Jon Kennedy, Vice Chair 5<sup>th</sup> District

**AGENDA FOR MEETING OF JANUARY 15, 2013 TO BE HELD AT 11:00 A.M. IN THE  
BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

**10:00 – 11:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

**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

11:00 A.M. **CALL TO ORDER/ROLL CALL**

**INVOCATION AND FLAG SALUTE**

**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. 11:10 **PLUMAS COUNTY FORESTER** – Frank Stewart

Receive verbal final report from Frank Stewart, Plumas County Forester

2. **DEPARTMENTAL MATTERS**

A. **COUNTY COUNSEL**

Adopt **RESOLUTION** establishing a policy regarding invocations at meetings of the Board of Supervisors. **Roll call vote**

B. **MENTAL HEALTH** – Pat Leslie

- 1) Discussion and possible action regarding request to fill a vacant, funded Behavioral Health Therapist I/II position
- 2) Approve and authorize the Director of Mental Health to sign Contract for State Hospital Bed purchase for FY 2012-2013; and authorize a non-general fund budget transfer of \$111,060 from Mental Health reserve to cover costs for inpatient services at State Hospital. Approved as to form by County Counsel

C. **PLANNING** – Randy Wilson

Adopt **ORDINANCE**, first introduced and read on January 08, 2013, Rezoning Certain Real Property to Add the Farm Animal Combining Zone (F), Norbert and Christine Schneider. **Roll call vote**

D. **SHERIFF** – Greg Hagwood

Approve and authorize the Chair and Sheriff to execute Contract with the Law Office of Edward Obayashi to provide services regarding policies and procedures

3. **PUBLIC AGENCY RETIREMENT SERVICES (PARS)**

- A. Adopt **RESOLUTION** to participate in the PARS Public Agencies Post-Retirement Health Care Plan Trust to fund post-employment benefits for its employees as specified in the County's policies and/or applicable collective bargaining agreements; and designate a position as the County's Plan Administrator for the Program. **Roll call vote**
- B. Authorize the Chair to execute an Agreement for Administrative Services between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (PARS) and the County of Plumas.
- C. Discussion and possible action to identify funding for the PARS Program

#### **4. BOARD OF SUPERVISORS**

- A. Set meeting date for Director of Facility Services interviews
- B. Authorize the Chair to execute an Employment Services Agreement with Kimball Pier, Plumas County Mental Health Director effective January 22, 2013
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- E. Appointments

#### **TRINDEL BOARD OF DIRECTORS**

Appoint Roberta Allen, Auditor/Controller to the Trindel Board of Directors and Supervisor Simpson as Alternate

#### **CSAC EXCESS INSURANCE AUTHORITY**

Appoint Roberta Allen, Auditor/Controller to the CSAC Excess Insurance Authority Board and Patrick Bonnett as Alternate

#### **5. 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. Additional supplemental budget appropriations for unanticipated revenues will require a four/fifths roll call vote.

##### **A. BOARD OF SUPERVISORS**

Authorize the Chair to execute letter to the Department of Transportation (Caltrans) for encroachment permit (Lake Almanor Chamber of Commerce and Visitors Bureau: Mile High 100 - June 15, 2013; and Lake Almanor Fall Century Bike Ride - September 28, 2013)

##### **B. ELECTIONS**

Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder, Registrar of Voters to conduct all Federal, State and Local Elections for 2013

##### **C. PUBLIC HEALTH AGENCY**

- 1) Approve supplemental budget of \$10,211 for unanticipated revenue from the Area Agency on Aging – Senior Nutrition Budget Unit 20830. Four/fifths required roll call vote
- 2) Approve supplemental budget of \$4,000 for unanticipated revenue from the Area Agency on Aging – Senior Transportation Budget Unit 20830. Four/fifths required roll call vote
- 3) Authorize the Director of Public Health to sign Contract Modifications for receipt of the revenue from the Area Agency on Aging. Approved as to form by County Counsel

#### **NOON RECESS**

6. 1:30 P.M. **BOARD OF SUPERVISORS**

**CLOSED SESSION**

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

- A. Personnel: Public employee appointment or employment – Director of Facility Services
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- C. Conference with Labor Negotiators – Sheriff's Administrative Unit
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Department Employees Association, Operating Engineers Local #3

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, January 22, 2013, Board of Supervisors Room 308, Courthouse, Quincy, California.



OFFICE OF THE  
**COUNTY COUNSEL**  
COUNTY OF PLUMAS

Plumas County Courthouse  
520 Main Street, Room 301  
Quincy, California 95971-9115

*JA*  
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January 3, 2013

## INTEROFFICE MEMORANDUM

**TO:** Honorable Board of Supervisors, County of Plumas

**FROM:** Stephen L. Mansell, *Deputy County Counsel*

*Stephen L. Mansell*

**SUBJECT:** Resolution to establish a policy regarding invocations at Board of Supervisors meetings (For Board of Supervisors meeting on January 15, 2013)

### Background:

On August 10, 2012, your Board received a letter from the Freedom From Religion Foundation (FFRF), an advocacy organization headquartered in Madison, Wisconsin. A copy of the letter is attached. In this letter, the FFRF objected to this Board's practice of opening its meetings with an invocation given by a local clergy member. The FFRF argued that the Board's practice was unconstitutional, because the vast majority of the invocations have been given by a single Christian minister, Pastor George Tarleton of the First Baptist Church of Quincy.<sup>1</sup> The FFRF urged the Board to discontinue invocations altogether. Although a lawsuit was not explicitly threatened, the FFRF has been quite active in filing lawsuits throughout the country regarding similar issues.

The United States Supreme Court has held that invocations given at meetings of legislative bodies are generally constitutional. See Marsh v. Chambers (1983) 463 U.S. 783. However, purposeful discrimination against certain faiths or in favor of others may still violate the Establishment Clause of the U.S. Constitution. See, e.g., Atheists of Florida, Inc. v. City of Lakeland (2012) 838 F.Supp.2d 1293. Recent lower court decisions have suggested that having an invocation policy that (i) provides for the creation of a congregations list based upon responses to invitations sent to all religious

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<sup>1</sup> As you are aware, Pastor Tarleton does indeed give most of the invocations at Board meetings. Our office learned that this is due to convenience, and not any denominational preference. Pastor Tarleton is generally available and willing to provide the invocation, so he has appeared on a frequent basis. Your Board has welcomed others desiring to provide invocations, including Rajan Zed, a Hindu practitioner.

**TO:** Honorable Board of Supervisors, County of Plumas  
**FROM:** R. Craig Settemire, *Plumas County Counsel*  
**SUBJECT:** Resolution establishing invocation policy

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congregations in the community, as well as any other interested community members who contact the legislative body, (ii) rotates invocation speakers based upon this list, and (iii) does not provide for prior review of the content of the speaker's invocation or otherwise involve the government in the content of the invocation, may protect the invocation practice against constitutional challenge.

**Proposal:**

While this office does not agree with the FFRF's assertion that your Board has violated the U.S. Constitution with respect to invocations, this nonetheless is an opportunity to clarify your Board's practice. Should the Board wish to continue the practice of opening its meetings with invocations, our office recommends adopting a formal policy to help assure that the invocations meet constitutional requirements.<sup>2</sup> The proposed resolution contains such a policy. It is nearly identical to the City of Lancaster's policy, which was reviewed and approved by a federal court (see *Rubin v. City of Lancaster* (2011) 802 F.Supp.2d 1107). Other local governments have adopted the same policy, or extremely similar policies, in pursuit of a constitutional "safe harbor" for their invocations. It contains the key provisions described above. Primary responsibility for creating and maintaining the congregations list and establishing a schedule of invocation speakers will be given to the Clerk of the Board. This is an inclusive policy that will provide for a diverse selection of invocation speakers while preventing denominational discrimination or preference.

**Recommended Action:**

That the Board of Supervisors consider the proposed "Resolution of the Board of Supervisors of the County of Plumas, California, establishing a policy regarding invocations at Meetings of the Board of Supervisors of the County of Plumas," and either:

1. Adopt the proposed resolution, or
2. Discontinue the practice of invocations at meetings of the Board of Supervisors.

END OF MEMORANDUM

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<sup>2</sup> A similar, albeit unwritten, policy is the subject of a petition for writ of certiorari to the United States Supreme Court. Should the state of the law on invocations change, our office will suggest appropriate modifications to this policy.

RESOLUTION NO. 2013-\_\_\_\_\_

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS,  
CALIFORNIA, ESTABLISHING A POLICY REGARDING INVOCATIONS AT MEETINGS  
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS

WHEREAS, the Board of Supervisors is an elected legislative and deliberative public body, serving the citizens of the County of Plumas; and

WHEREAS, legislative bodies in America have long maintained a tradition of solemnizing proceedings by allowing for an opening prayer before each meeting, for the benefit and blessing of the legislative bodies; and

WHEREAS, since the formation of the County, the Board of Supervisors has followed a practice of selecting a member of local clergy to provide invocations at Board of Supervisors meetings; and

WHEREAS, the Board of Supervisors now desires to adopt this formal, written policy to clarify and codify its invocation practices; and

WHEREAS, such prayer before deliberative public bodies has been consistently upheld as constitutional by American courts, including the United States Supreme Court; and

WHEREAS, in Marsh v. Chambers, 463 U.S. 783 (1983), the United States Supreme Court rejected a challenge to the Nebraska Legislature's practice of opening each day of its sessions with a prayer by a chaplain paid with taxpayer dollars, and specifically concluded, "The opening of sessions of legislative and other deliberative public bodies with prayer is deeply embedded in the history and tradition of this country. From colonial times through the founding of the Republic and ever since, the practice of legislative prayer has coexisted with the principles of disestablishment and religious freedom." Id., at 786; and

WHEREAS, the Supreme Court further held, "To invoke divine guidance on a public body ... is not, in these circumstances, an "establishment of religion or a step toward establishment; it is simply a tolerable acknowledgment of beliefs widely held among the people of this country." Id., at 792; and

WHEREAS, the Supreme Court stated in Lynch v. Donnelly, 465 U.S. 668 (1984), "Those government acknowledgments of religion serve, in the only ways reasonably possible in our culture, the legitimate secular purposes of solemnizing public occasions, expressing confidence in the future, and encouraging the recognition of what is worthy of appreciation in society. For that reason, and because of their history and ubiquity, those practices are not understood as conveying government approval of particular religious beliefs." Id., at 693 (O'Connor, J., concurring); and

WHEREAS, the Supreme Court acknowledged in Holy Trinity Church v. United States, 143 U.S. 457 (1892), that the American people have long followed a “custom of opening sessions of all deliberative bodies and most conventions with prayer ...,” Id., at 471; and

WHEREAS, the Supreme Court has determined, “The content of [such] prayer is not of concern to judges where ... there is no indication that the prayer opportunity has been exploited to proselytize or advance any one, or to disparage any other, faith or belief.” Marsh, 463 U.S. at 794-795; and

WHEREAS, the Supreme Court also proclaimed that it should not be the job of the courts or deliberative public bodies “to embark on a sensitive evaluation or to parse the content of a particular prayer” offered before a deliberative public body. Id.; and

WHEREAS, the Supreme Court has counseled against the efforts of government officials to affirmatively screen, censor, prescribe and/or proscribe the specific content of public prayers offered by private speakers. See, e.g., Lee v. Weisman, 505 U.S. 577, 588-589 (1992); and

WHEREAS, the Board of Supervisors intends, and has intended in past practice, to adopt a policy that upholds an individual’s “free exercise” rights under the First Amendment; and

WHEREAS, the Supreme Court has repeatedly clarified that “there is a crucial difference between government speech endorsing religion, which the Establishment Clause forbids, and private speech endorsing religion, which the Free Speech and Free Exercise Clauses protect.” Bd. of Educ. of Westside Community Schools v. Mergens, 496 U.S. 226, 250 (1990); and

WHEREAS, the Board of Supervisors intends, and has intended in past practice, to adopt a policy that does not proselytize or advance any faith, or show any purposeful preference of one religious view to the exclusion of others; and

WHEREAS, this policy set forth below has been approved by two federal courts in the cases of Pelphrey v. Cobb County (11th Cir. 2008) 547 F.3d 1263 and Rubin v. City of Lancaster (C.D. Cal. 2011) 802 F.Supp.2d 1107; and

WHEREAS, the Board of Supervisors recognizes its constitutional duty to interpret, construe, and amend its policies and ordinances to comply with constitutional requirements as they are announced.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, California, that the Board of Supervisors does hereby adopt and establish the following written policy regarding opening invocations before meetings of the Board of Supervisors:

1. In order to solemnize proceedings of the Board of Supervisors, it is the policy of the Board of Supervisors to allow for an invocation or prayer to be offered at its meetings for the benefit of the Board of Supervisors and the community.

2. The prayer shall not be listed or recognized as an agenda item for the meeting so that it may be clear the prayer is not considered a part of the public business.
3. No member of the Board of Supervisors or County employee or any other person in attendance at the meeting shall be required to participate in any prayer that is offered.
4. The prayer shall be voluntarily delivered by an eligible member of the clergy or a religious leader in the County of Plumas. To ensure that such person (the “invocational speaker”) is selected from among a wide pool of the County’s clergy/religious leaders, on a rotating basis, the invocational speaker shall be selected according to the following procedure:
  - a. The Clerk of the Board shall compile and maintain a database (the “Congregations List”) of the religious congregations with an established presence in the County of Plumas.
  - b. The Congregations List shall be compiled by referencing the listing for “churches,” “congregations,” or other religious assemblies in a major telephone directory or directories published for the County of Plumas, research from the Internet, and consultation with local chambers of commerce. All churches, congregations or other religious assemblies with an established presence in the County of Plumas are eligible to be included in the Congregations List, and any such church, congregation or religious assembly can confirm its inclusion by specific written request to the Clerk.
  - c. The Congregations List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the County of Plumas or any nearby military facilities. In addition, any individual in the community may contact the Clerk of the Board and request to be placed on the Congregations List.
  - d. The Congregations List shall be updated, by reasonable efforts of the Clerk of the Board, in November of each calendar year.
  - e. Within thirty (30) days of the effective date of this policy, and on or about December 1 of each calendar year thereafter, the Clerk of the Board shall mail an invitation addressed to the “religious leader” of each church, congregation or religious assembly listed on the Congregations List, as well as to the individual chaplains included on the Congregations List.
  - f. The invitation shall be dated at the top of the page, signed by the Clerk of the Board at the bottom of the page, and read as follows:

*Dear religious leader,*

*The Board of Supervisors makes it a policy to invite members of the clergy in the County of Plumas to voluntarily offer a prayer before the beginning of its meetings, for the benefit and blessing of the Board of Supervisors. As the leader of one of the religious congregations with an established presence in the local community of the County of Plumas, or in your capacity as a chaplain for one of the fire departments or law enforcement agencies of the County of Plumas, you are eligible to offer this important service at an upcoming meeting of the Board of Supervisors.*

*If you are willing to assist the Board of Supervisors in this regard, please send a written reply at your earliest convenience to the Clerk of the Board at the address included on this letterhead. Clergy are scheduled on a first-come, first-serve, or other random basis. The dates of the Board of Supervisors's scheduled meetings for the upcoming year are listed on the following, attached page. If you have a preference among the dates, please state that request in your written reply.*

*This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. To maintain a spirit of respect and ecumenism, the Board of Supervisors requests only that the prayer opportunity not be exploited as an effort to convert others to the particular faith of the invocational speaker, nor to disparage any faith or belief different from that of the invocational speaker.*

*On behalf of the Board of Supervisors, I thank you in advance for considering this invitation.*

*Sincerely,  
Clerk of the Board*

- g. Consistent with paragraph 6 hereof, and as the invitation letter indicates, the respondents to the invitation shall be scheduled on a first-come, first-served, or other random basis to deliver the prayers.
- h. If the selected invocational speaker does not appear at the scheduled meeting, the Board Chair may ask for a volunteer from among the Board or the audience to deliver the invocation.
- i. The Clerk of the Board shall post the following information on the County's webpage: (i) this resolution, (ii) the Congregation List and (iii) the invitation set forth herein to churches, congregations and religious associations in the County of Plumas.

5. No invocational speaker shall receive compensation for his or her service.

6. The Clerk of the Board shall make every reasonable effort to ensure that a variety of eligible invocational speakers are scheduled for the Board of Supervisors meetings. The

Clerk of the Board shall attempt to schedule such invocational speakers so that, to the extent possible, no invocational speaker shall be scheduled to offer a prayer at consecutive meetings of the Board of Supervisors or at more than three (3) Board of Supervisors meetings in a calendar year.

7. Neither the Board of Supervisors nor the Clerk of the Board shall engage in any prior inquiry, review of, or involvement in, the content of any prayer to be offered by an invocational speaker.
8. This policy shall apply to all boards and commissions of the County of Plumas.
9. Shortly before the opening gavel that officially begins the meeting, the Board Chair or presiding officer of a board or commission shall introduce the invocational speaker and the person selected to recite the Pledge of Allegiance following the invocation and invite only those persons who wish to do so to stand for those observances with the Board of Supervisors.
10. This policy is not intended, and shall not be implemented or construed in any way, to affiliate the Board of Supervisors with, nor express the Board of Supervisors's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the Board of Supervisors's respect for the diversity of religious denominations and faiths represented and practiced among the citizens of Plumas.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this policy shall become effective immediately upon approval by the Board of Supervisors of the County of Plumas, California.

PASSED AND ADOPTED this 15<sup>th</sup> day of January, 2013, by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Board of Supervisors

ATTEST:

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Clerk of the Board

# FREEDOM FROM RELIGION *foundation*

P O BOX 350 • MADISON WI 53701 • (608) 256-8900 • [WWW.FFRF.ORG](http://WWW.FFRF.ORG)

August 10, 2012

**SENT BY MAIL AND FAX TO: (520) 283-6288**

Board of Supervisors  
520 Main St.  
Room 309  
Quincy, CA 95971

Re: Opening Plumas County Board of Supervisors Meetings with Unconstitutional Prayer

Dear Plumas County Board of Supervisors:

I am writing on behalf members of the Freedom From Religion Foundation (FFRF), including Plumas County members of who object to the religious prayers opening Plumas County Board of Supervisors' meetings. A local complainant brought this matter to our attention. FFRF is a nationwide nonprofit organization, which works to protect the constitutional principle of separation of church and state. FFRF represents more than 18,500 members across the country including more than 2,900 members in California.

It is our understanding that the Plumas Board of Supervisors (Board) meetings open prayers given exclusively by a Christian officiant. It is our understanding that whenever invocations are given at the Board meetings they are given by Pastor Tarleton, a Christian pastor from the First Baptist Church. The only exception to this practice in the past year was when Pastor Tarleton shared an invocation with Rajan Zed of the Universal Society of Hinduism.

First and foremost, prayer at government meetings is unnecessary, inappropriate, and divisive. Board members are free to pray privately or to worship on their own time in their own way. They do not need to worship on taxpayers' time. The Board ought not to lend its power and prestige to religion, amounting to a governmental endorsement that excludes the 15% of the American population that is nonreligious. *American Religious Identification Survey*, 2008.

Calling upon Board members and citizens to pray is coercive and beyond the authority of the local government. Citizens are compelled to come before you on important civic matters, to seek licenses, permits, to participate in important decisions affecting their livelihood, their property, and quality of life. These citizens should not be made to feel offended, excluded, or like political outsiders because the local government they support with their taxes imposes religious ritual at civil government meetings. Local government should not be in the business of performing religious rituals, or exhorting all citizens,

— Dan Barker and Annie Laurie Gaylor, Co-Presidents

regardless of beliefs, to participate in a Christian prayer, or even asking citizens to show deference or obeisance to this ritual.

### **Sectarian Prayers**

The Board compounds the violation when a majority of the prayers are to Jesus and/or a majority of the officiants are Christian or Christian clergy. Sectarian prayers make religious minorities and nonbelievers feel like political outsiders in their own community, and show an unconstitutional governmental preference for Christianity over other faiths and for religion over non-religion.

Sectarian prayer exceeds the constraints of the 1983 Supreme Court decision, *Marsh v. Chambers*, 463 U.S. 783 (1983), which carved out a narrow exception to the Establishment Clause for legislative prayer as a nod to history and custom. The *Marsh* exception was confined to a situation involving a nonsectarian, nondenominational prayer, led by an officiant who had not been selected based upon any impermissible religious motive, and which was addressed to the body of legislators present, and to no one else. Additionally, *Marsh* held that legislators must have the option not to participate. The prayer opportunity may not be “exploited to proselytize or advance any one, or to disparage any other, faith or belief.” The Supreme Court has reiterated, “not even the ‘unique history’ of legislative prayer, can justify contemporary legislative prayers that have the effect of affiliating the government with any one specific faith or belief.” *County of Allegheny v. ACLU Greater Pittsburgh Chapter*, 492 U.S. 573, 603 (1989). The Court explained, “The legislative prayers involved in *Marsh* did not violate this principle because the particular chaplain had ‘removed all references to Christ.’” *Id.*

The *Marsh* decision is often misunderstood or misrepresented. Therefore, it is important to see how courts interpret the decision. Courts continually find sectarian government prayers to be a constitutional violation, and in January 2012, the Supreme Court declined to hear an appeal in a case declaring a county government’s prayers to Jesus unconstitutional. *See Joyner v. Forsyth County*, 653 F.3d 341 (4th Cir. 2011), cert. denied 132 S.Ct. 1097 (2012).

Time and again, federal courts overturn government-sponsored prayers that are sectarian, denominational, or invoke a particular faith or deity. *See, e.g., Id.; Galloway v. Town of Greece*, 681 F.3d 20 (2nd Cir. 2012)(town council prayers that contain Christian references two thirds of the time, even when other faiths also give prayers, unconstitutionally affiliates the town with Christianity); *Wynne v. Town of Great Falls*, 376 F.3d 292 (4th Cir. 2004)(held that town board prayers referencing Jesus Christ violate Constitution), cert. denied, 545 U.S. 1152 (2005); *Turner v. Fredericksburg*, 534 F.3d 352 (4th Cir. 2004), cert. denied, 555 U.S. 1099 (2009)(finding constitutional a city policy prohibiting sectarian prayers); *Bacus v. Palo Verde Unified School District*, 52 Fed.Appx. 355 (9th Cir. 2002)(unpublished)(prayers before school board meetings “in the name of Jesus” declared unconstitutional); *Doe v. Tangipahoa Parish School Bd.*, 473 F.3d 188 (5th Cir. 2006)(sectarian prayers before Board meetings violated the Establishment Clause)(later dismissed *en banc* for lack of standing); *Hinrichs v. Bosma*, 440 F.3d 393 (7th Cir. 2006)(declined to stay an injunction against opening legislative

sessions with prayer, finding that *Marsh* precludes sectarian legislative prayer (later dismissed *en banc* for lack of standing); *Rubin v. City of Burbank*, 101 Cal. App. 4th 1194, (Cal. App. 2 Dist., 2002) (city council prayer ending "in the name of Jesus Christ" violated the Establishment Clause; even when only 20% of prayers had such references, *Marsh* precludes prayers that advance any one religion), *cert. denied* 123 S.Ct. 2091 (2003).

In *Wynne*, both the presence and participation of town citizens were crucial to the court's determination that the government's prayers advanced the Christian faith. See *Wynne*, 376 F.3d at 301. Ultimately, the court concluded:

"Marsh does not permit legislators to ... engage, as part of public business and for the citizenry as a whole, in prayers that contain explicit references to a deity in whose divinity only those of one faith believe. The invocations at issue here, which specifically call upon Jesus Christ, are simply not constitutionally acceptable legislative prayer like that approved in Marsh. Rather they embody the precise kind of 'advancement' of that Marsh cautioned against." *Id.* (emphasis added).

The sectarian prayers currently invoked at Board meetings impermissibly advance Christianity and lead a reasonable observer to believe that the Board is endorsing not only religion over non-religion, but also Christianity over other faiths. This practice inappropriately alienates non-Christians and nonbelievers. Their efforts to participate in public meetings are adversely affected by these types of prayers, which turn nonbelievers and non-Christians into political outsiders of their own community and government.

#### **The U.S. was Founded on Separation of State and Church**

America was founded in part by refugees seeking freedom from government dictation of religion. The Founders who adopted our entirely secular Constitution knew that religious liberty does not exist without the freedom to dissent. Our nation is founded on a godless Constitution, whose only references to religion in government are exclusionary, such as "no religious test shall ever be required" for public office. (U.S. Const. art. VI). The United States was the first nation to adopt a secular constitution, investing sovereignty in "We the People," not a divine entity. Significantly, there was no prayer during the Constitutional Convention. Surely if the founders did not need prayer to write the document that founded our nation, the Board can successfully conduct its business without prayer as well.

President Thomas Jefferson recognized the intrinsic problems when religion and government mix and actively opposed government sponsorship of prayer:

I consider the government of the U.S. as interdicted by the Constitution from intermeddling with religious institutions, their doctrines, discipline, or exercises . . . I do not believe it is for the interest of religion to invite the civil magistrate to direct its exercises, its discipline, or its doctrines; nor of the religious societies that the general government should be invested with the power of effecting any uniformity of time or matter among them. Fasting & prayer are religious exercises. The enjoining them an act of discipline. (Jefferson's letter to Rev. Samuel Miller, 1808).

Likewise, James Madison, the primary architect of the U.S. Constitution and Bill of Rights, and our fourth president, opposed government prayers and congressional chaplaincies. In his *Detached Memoranda*, Madison wrote, "Is the appointment of Chaplains to the two Houses of Congress consistent with the Constitution, and with the pure principle of religious freedom? In strictness the answer on both points must be in the negative. The Constitution of the U. S. forbids everything like an establishment of a national religion... The establishment of the chaplainship to Congress is a palpable violation of equal rights, as well as of Constitutional principles." Madison was equally critical of presidential and governmental prayer:

"Religious proclamations by the Executive recommending thanksgivings & fasts are shoots from the same root... Although recommendations only, they imply a religious agency, making no part of the trust delegated to political rulers. ... An *advisory* Government is a contradiction in terms. The members of a Government as such can in no sense, be regarded as possessing an advisory trust from their Constituents in their religious capacities. In their individual capacities, as distinct from their official station, they might unite in recommendations of any sort whatever, in the same manner as any other individuals might do," *Id.*

#### Solution is to Discontinue Prayer

The constitutional rights of citizens to participate in government meetings, including the Board's meetings, should not be predicated upon being subjected to Christian-based, or even non-denominational prayer. By hosting prayers, which inevitably show preference for Christian officiants, the Board is illegally and inappropriately imposing its religious beliefs on the citizens of Plumas County who attend these meetings for public business.

Moreover, public, government prayers not only conflict with the Constitution, but also with biblical teachings. Christians who know their bible are familiar with the injunction of Jesus in the Sermon on the Mount, condemning public prayer as hypocrisy. "When thou prayest, enter into thy closet, and when thou hast shut thy door, pray to thy Father which is in secret." (Matthew 6:5-6).

To avoid the constitutional concerns and the divisiveness these prayers cause within the community *the solution is simple: discontinue official, government prayers before government meetings.* Follow the wise counsel of Jefferson and Madison by stopping these divisive, unconstitutional prayers. We request a prompt response in writing about what steps you are taking to respect the Establishment Clause and remedy these constitutional violations.

Sincerely,



Andrew Seidel  
Staff Attorney  
ALS: bz

# PLUMAS COUNTY MENTAL HEALTH SERVICES

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

2B1



Patricia Leslie, Interim Director

DATE: JANUARY 7, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PATRICIA LESLIE, INTERIM DIRECTOR  
MENTAL HEALTH DEPARTMENT

SUBJ: BOARD AGENDA ITEM FOR JANUARY 15, 2013 AGENDA

RE: REQUEST TO FILL A VACANT BEHAVIORAL HEALTH THERAPIST I/II POSITION IN  
THE DEPARTMENT OF MENTAL HEALTH

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

Authorize the Department of Mental Health to fill a vacant Behavioral Health Therapist I/II position.

### **Background and Discussion**

The Department of Mental Health has incurred a vacancy, to due a resignation on 12/25/2012, at the Behavioral Health Therapist I/II level. This position is responsible for meeting agreements and coordination of services with the County Alcohol and Drug Administrator, the Probation Department, and the service plans of the Sheriff's Office. With this position Mental Health performs mental status examinations and ongoing services for eligible AB 109 individuals (prisoner and post-release population), as well as performing on-call and emergency response duties that are critical to public safety.

This recent turnover of personnel in the Behavioral Health Therapist position is unable to be absorbed into the existing infrastructure of the Department, and this makes it essential that the Department move forward immediately to fill the vacant position.

### **Financial Impact**

There are no General Fund dollars associated with this recommendation. The Department's total mandated County contribution is just over \$11,000. The position is funded in the approved Department of Mental Health budget for FY 2012-2013. The department is requesting to maintain current staffing levels as budgeted. Funding to support this position comes from combining revenues from Mental Health, Alcohol and Drug Administration, and Community Corrections Partnership.

### **Other Agency Involvement**

The Mental Health Department is requesting to fill the Behavioral Health Therapist to honor and fulfill working agreements with Probation Department, the Sheriff Office, and the Administrator of Alcohol and Drug services.

Patricia Leslie, Interim Director of Mental Health is requesting that the Board of Supervisors approve the Department to fill the vacant Behavioral Health Therapist position, and authorize Human Resources to conduct recruitment.

# PLUMAS COUNTY MENTAL HEALTH SERVICES

270 County Hospital Road, Suite 109 Quincy, CA 95971

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

JBZ



## Patricia Leslie, Interim Director

DATE: JANUARY 7, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PATRICIA LESLIE, INTERIM DIRECTOR

SUBJ: BOARD AGENDA ITEM FOR JANUARY 15, 2013

RE: STATE HOSPITAL BED PURCHASE MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2012-13 AND TRANSFER FUNDS FOR JANUARY THROUGH JUNE 2013.

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

1. Approve contract for State Hospital Bed purchase for fiscal year 2012-13 and authorize the appointed Director of Mental Health to sign the Memorandum of Understanding.
2. Receive and approve a Plumas County Mental Health non-general fund budget line item transfer of \$111,060 from the mental health budget reserve (fund #0014, account #10147) into mental health operating cash (fund #0014, account 10100) to cover unforeseen, mandated, expenses for inpatient services at State Hospital, for the period of January 2013 through June 2013.

### **Background and Discussion**

The State Hospital Bed contract is specifically associated with the provision of inpatient mental health services to clients placed out of county.

### **Financial Impact:**

The State Hospital daily rate for specialty services is six hundred and seventeen dollars (\$617.00) for intermediate level of care. For one individual to receive services during the six month period (180 days) of the existing Agreement noted above, the total rate of State Hospitalization is \$111,060.00. The State of California has taken this payment due for State Hospital bed usage from the county realignment payment, prior to distribution; thus, the anticipated revenue to the county for the six month period is reduced by \$111,060. The request is to utilize the mental health reserve; there are no General Fund dollars involved with this request.

Patricia Leslie, Interim Director of Mental Health is requesting that the Board of Supervisors approve the State Hospital Bed Memorandum of Understanding; and the related transfer of funds, in the amount of \$111,060.00 from Mental Health reserve to Mental Health operating cash for State Hospitalization inpatient services.



ORDINANCE NO. 2013-

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
REZONING CERTAIN REAL PROPERTY TO ADD THE FARM ANIMAL COMBINING ZONE (F)

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

**Section 1. Creation of Zone.**

The following real property, as depicted in Exhibit "A", is hereby rezoned to add the Farm Animal Combining Zone (F) as the terms are described in the Plumas County Code, retaining the Recreation (Rec-10) and the Recreation-Commercial (R-C) zones as currently exist.

The real property herein described is located at 174 Little Bear Road, unincorporated Plumas County, CA; more particularly described as Assessor's Parcel Number 129-010-011; T22N/R12E/Section 9, MDM.

**Section 2. Zoning Plan Maps.**

The Plumas County Planning Director is hereby directed to reflect the zoning as provided for in this ordinance and pursuant to Section 9-2.302 of the Plumas County Code.

**Section 3. Codification.**

No sections of this ordinance shall be codified.

**Section 4. Publication.**

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 *Portola Reporter*, a newspaper of general circulation in the County of Plumas.

**Section 5. Effective Date.**

This ordinance shall become effective thirty (30) days from the date of final passage.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 8th day of January, 2013, and passed and adopted on the 15th day of January, 2013 by the following vote:

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

---

Chairman, 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

20

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** January 2, 2013

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Items for the meeting of January 15, 2013

**It is recommended that the Board:**

Approve and authorize the Chair of the Board and the Sheriff to sign contract with the Law Office of Ed Obayashi.

**Background and Discussion:**

The Plumas County Sheriff's Office operates under Federal Law, State Law, Case Decisions, MOUs, Local Law, and specific and unique set of General Orders; all which govern all aspects of the operation of the Office.

The Law Office of Ed Obayashi specializes in providing legal advice, recommendations, and training of management to address these ever changing fields and subject matters.

County Counsel could not approve this contract to form; citing the contract lacked General Liability and Automotive Insurance coverage.

Due to the length of the contract, one copy will be filed with the Clerk of the Board.

A RESOLUTION APPROVING PARTICIPATION IN THE  
PARS PUBLIC AGENCIES POST-RETIREMENT HEALTH CARE PLAN TRUST  
TO FUND POST-EMPLOYMENT BENEFITS FOR PLUMAS COUNTY EMPLOYEES

WHEREAS it is determined to be in the best interest of the County of Plumas (the "County") to participate in the PARS Public Agencies Post-Retirement Health Care Plan Trust (the "Program") to fund post-employment benefits for its employees as specified in the County's policies and/or applicable collective bargaining agreements; and

WHEREAS the County is eligible to participate in the Program, a tax-exempt trust and plan performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued thereunder, and is a tax-exempt trust under the relevant statutory provisions of the State of California.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Supervisors of the County hereby adopts the PARS Public Agencies Post-Retirement Health Care Plan Trust Agreement, including the PARS Public Agencies Post-Retirement Health Care Plan, as part of the County Retirement Program, effective \_\_\_\_\_, 2013; and
2. The Governing Board of Supervisors of the County hereby appoints the POSITION OR TITLE, or his/her successor or his/her designee as the County's Plan Administrator for the Program; and
3. The County's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the County and to take whatever additional actions are necessary to maintain the County's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the County's PARS plan(s).

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, as a regular meeting of said Board held on the 15<sup>th</sup> day of January, 2013, by the following vote:

AYES:

NOES:

ABSENT:

---

Chair, Plumas County Board of Supervisors

ATTEST:

---

Nancy DaForno,  
Clerk of the Board of Supervisors

**ADOPTION AGREEMENT  
TO THE  
PUBLIC AGENCIES  
POST-RETIREMENT HEALTH CARE PLAN**

**No guaranty that payments or reimbursements to employees, former employees or retirees will be tax-free.** The Trust has obtained a ruling from the Internal Revenue Service concerning only the federal tax treatment of the Trust's income. That ruling may not be cited or relied upon by the Employer whatsoever as precedent concerning any matter relating to the Employer's health plan(s) (including post-retirement health plans). In particular, that ruling has no effect on whether contributions to the Employer's health plan(s) or payments from the Employer's health plan(s) (including reimbursements of medical expenses) are excludable from the gross income of employees, former employees or retirees, under the Internal Revenue Code. The federal income tax consequences to employees, former employees and retirees depend on the terms and operation of the Employer's health plan(s).

## **Introduction**

By executing this Adoption Agreement, the Employer specified in Section II of this Adoption Agreement adopts:

- (1) the Public Agencies Post-Retirement Health Care Plan Document (the "Master Plan Document") integrated with the variable provisions contained within this Adoption Agreement, and
- (2) the Public Agencies Post-Retirement Health Care Plan Trust Agreement (the "Trust Agreement").

Defined terms shall have the meanings attributed to such terms in the Master Plan Document or the Trust Agreement.

The Employer hereby selects the following Plan specifications:

## **Section I** Plan and Trust Information

A.1.1 FULL NAME OF TRUST: Public Agencies Post-Retirement Health Care Plan Trust

A.1.2 FULL NAME OF PLAN: Public Agencies Post-Retirement Health Care Plan, as adopted by (name of Employer): County of Plumas

A.1.3 EFFECTIVE DATE OF PLAN: If this is a restatement of an existing plan, the restatement became effective: January 15, 2013

**Section II**  
Employer Information

A.2.1 EMPLOYER INFORMATION: (See Section 2.1 of Master Plan Document):

NAME OF AGENCY: County of Plumas

ADDRESS: (Street): 520 Main Street, Room 309

(City, State Zipcode): Quincy, CA 95971

(Phone Number): (530) 283-6315

A.2.2 EMPLOYER'S PLAN ADMINISTRATOR: 94-6000528

A.2.3 EMPLOYER'S TAX IDENTIFICATION NUMBER: \_\_\_\_\_

A.2.4 EMPLOYER'S FISCAL YEAR means the 12 consecutive month period:

Commencing on (month, day) July 1 and

Ending on (month, day) June 30

**Section III**  
Eligible Employees and Eligible Dependents

A.3.1 ELIGIBLE EMPLOYEE: The determination of Eligible Employees and Eligible Dependents is finally and conclusively made by the Employer according to its applicable policies and collective bargaining agreements, and without reference to this Plan.

**Section IV**  
Investment

A.4.1 INVESTMENT APPROACH: (See Section 6.1 of the Master Plan Document): The Employer shall select either a discretionary or a directed approach to investment.

\_\_\_\_\_ a. Discretionary Investment Approach

If the Discretionary Investment Approach is selected, the Employer hereby directs the Trustee to invest the Assets of the Employer's Agency Account pursuant to one of the investment strategies listed on the accompanying Investment Strategy Selection and Disclosure Form or another investment strategy as mutually agreed upon by the Employer and the Trustee.

\_\_\_\_\_ b. Directed Investment Approach

If the Directed Investment Approach is selected, the Employer must attach its investment policy and retain its own Registered Investment Advisor. The Employer shall be permitted to direct investments of its Agency Account pursuant to the terms of the Trust Agreement.

**Execution and Adoption of Plan and Related Documents**

By executing this Adoption Agreement, the Employer hereby adopts and agrees to be bound by the Master Plan Document and the Trust Agreement, and hereby ratifies, confirms and approves the appointment of U.S. Bank National Association as the Trustee and the appointment of Public Agency Retirement Services as the Trust Administrator as of the Effective Date.

The Employer understands and agrees that the Trust Agreement may be amended from time to time by a vote of the Employers as set forth in the Trust Agreement.

This Adoption Agreement is hereby executed and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**EMPLOYER: COUNTY OF PLUMAS**

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ACCEPTED:**

**Trust Administrator: Phase II Systems, dba Public Agency Retirement Services**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Trustee and Investment Fiduciary: U.S. Bank National Association**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX A**

**ELIGIBLE EMPLOYEES AND ELIGIBLE DEPENDENTS OF EMPLOYEE**

**(non-binding list set forth to facilitate administration)**

## AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (hereinafter “PARS”) and the County of Plumas (“Agency”).

WHEREAS, Agency has adopted the PARS Public Agencies Post-Retirement Health Care Plan (the “Plan”), and is desirous of retaining PARS, as Trust Administrator to the PARS Public Agencies Post-Retirement Health Care Plan Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

- 1. Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
- 2. Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
- 3. Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
- 4. Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS’ standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
- 5. Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency’s providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the

Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non performance of Services if such non performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of PARS' or Agency's, as the case may be, acts, errors or omissions with respect to the performance of their respective duties hereunder.
10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
  - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
  - (B) To Agency: County of Plumas; 520 Main Street, Room 309, Quincy, CA 95971; Attention: [Plan Administrator]Notices shall be deemed given on the date received by the addressee.
16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning January 15, 2013 and ending December 31, 2015 ("Term"). This Agreement may be terminated at any time by giving ninety (90) days written notice to the other party of the intent to terminate. Absent a ninety (90) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve month periods following the Term.
17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement.

In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

**AGENCY:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ [Plan Administrator]

DATE: \_\_\_\_\_

**PARS:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT 1A  
SERVICES

PARS will provide the following services for the County of Plumas PARS Public Agencies Post-Retirement Health Care Plan:

1. Plan Installation Services:
  - (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting and contribution submission requirements;
  - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
  - (C) Providing the documentation needed to establish the Plan for review by Agency legal counsel.
2. Plan Administration Services:
  - (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Trust Program (“Trustee”), based upon information received from the Agency and the Trustee;
  - (B) Performing periodic accounting of Plan assets, reimbursements and investment activity, based upon information received from the Agency and/or Trustee;
  - (C) Coordinating the processing of reimbursement payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
  - (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope this Agreement;
  - (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
  - (F) Preparing and submitting an annual report of Plan activity to the Agency;
  - (G) Facilitating actuarial valuation updates and funding modifications for compliance with GASB 45;
  - (H) Coordinating periodic audits of the Trust;
  - (I) Monitoring Plan and Trust Compliance with federal and state laws.
3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT 1B  
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

(A) An annual asset fee paid by the Agency or paid from Plan Assets based on the following schedule:

<u>For Plan Assets from:</u>		<u>Annual Rate:</u>
\$0	to	\$10,000,000
\$10,000,001	to	\$15,000,000
\$15,000,001	to	\$50,000,000
\$50,000,001	and	above

Annual rates are subject to a monthly minimum equal to \$300.00. Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual Rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

**Annual Asset Fee Payment Option (Please select one option below):**

Annual Asset Fee shall be paid from Plan Assets.  
 Annual Asset Fee shall be invoiced and paid by the Agency.

(B) A fee equal to the out of pocket costs charged to PARS by an outside contractor for formatting contribution data on to a suitable magnetic media, charged only if the contribution data received by PARS from the Agency is not on readable magnetic media ("Data Processing Fee").

EXHIBIT 1C  
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Executed Legal Documents:
  - (A) Certified Resolution
  - (B) Adoption Agreement to the Public Agencies Post-Retirement Health Care Plan
  - (C) Trustee Investment Forms
2. Reimbursement Data – Completed Payment Reimbursement Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
  - (A) Agency name
  - (B) Payment reimbursement amount
  - (C) Applicable statement date
  - (D) Copy of applicable premium statement
  - (E) Signed certification of reimbursement from the Plan Administrator (or authorized Designee)
3. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

# BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHERRIE THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JON KENNEDY, DISTRICT 5



January 15, 2013

Department of Transportation (Caltrans)  
Attn: Permits Engineer  
1000 Center Street  
Redding, CA 96001

Attention: Permits Engineer

**Subject: Caltrans Encroachment Permit Request**  
**Mile High 100 (June 15, 2013) and**  
**Lake Almanor Fall Century Bike Ride (September 28, 2013)**

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Terry Swofford, Chair

Cc: Plumas County Director of Public Works



## LAKE ALMANOR AREA CHAMBER OF COMMERCE & VISITORS BUREAU WORKING TOGETHER FOR SUCCESS

November 27, 2012

*Directors  
2012-2013*

Ms. Sherrie Thrall  
Plumas County Board of Supervisors  
520 Main Street, Room 309  
Quincy, CA 95971

*Linda Pohler,  
President*

*Ronnie  
Theobald,  
Vice President*

*Dawn Lee,  
Secretary*

*Tracey Smith,  
Treasurer*

*Directors:*

*Karen Blue*

*Marlene  
Cummings*

*Eric Dunbar*

*Cliff Fahey*

*Ian James*

*Garn Pringle*

*Jay Sabelman*

*Allison  
Steinberg*

*Monte  
Stelzreide*

*JR Thompson*

*Lynne Turner*

Dear Ms. Thrall,

Re: Approval of Plans for Mile High 100 & Lake Almanor Fall Century Bike Rides

The Lake Almanor Area Chamber of Commerce will be the lead organization in two cycling events: The 31<sup>st</sup> Annual Mile High 100 and the first Lake Almanor Fall Century starting and ending in Chester, CA. We are beginning the process of our road encroachment applications with the State and County. Both groups require a letter of support from the County Board of Supervisors for the application to proceed. We are requesting a letter of support from the Board for the two bicycling events: The Mile High 100 Bike Ride on June 15, 2013; AND the Lake Almanor Fall Century Ride on September 28, 2013. This event will operate on State and County roads, but no closures are required.

The cycling events will follow the same routes used for the past several years. I have attached the route maps that will be utilizing Hwy 36, A-13, Hwy 147, and Hwy 89. In addition, we will be using removable stake signage instead of water-based paint to mark the route.

We are looking forward to these great events for the community and the area. We appreciate the support of the Board of Supervisors and look forward working with you. If you have any questions or suggestions to make these cycling events better, please let us know.

Thank you.

Sincerely,

*Alisha Rouland*

Alisha Rouland  
Event Coordinator

enc.

## BOARD AGENDA REQUEST FORM

Department: Elections

Authorized Signature: *Debra Williams* 5B

Board Meeting Date: 1-15-2013

Request for \_\_\_\_\_ minutes for presentation

(If a specific time is needed, please contact the Clerk of the Board directly.)

### Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK-RECORDER, REGISTRAR OF VOTERS, TO CONDUCT ALL FEDERAL, STATE AND LOCAL ELECTIONS IN THE YEAR 2013

B. \_\_\_\_\_

C. \_\_\_\_\_

### Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

### If another department or the CAO is opposed to an agenda item, please indicate the objection:

#### Attached Documents:

Contracts/Agreements:

Three copies? (Y  )/N  )  
Signed? (Y  )N  )

Budget Transfers Sheets:

Signed? (Y  )N  )

Other: \_\_\_\_\_

#### Publication:

Clerk to publish on \_\_\_\_\_.

Notice attached and e-mailed to Clerk.

Notice to be published \_\_\_\_\_ days prior to the hearing.

(if a specific newspaper is required, enter name here.)

Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_).

Copy of Affidavit Attached.

#### County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes:  No:  Not Applicable:

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

RESOLUTION 2013-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK-RECORDER,  
REGISTRAR OF VOTERS, TO CONDUCT ALL  
FEDERAL, STATE AND LOCAL ELECTIONS IN THE YEAR 2013.**

BE IT RESOLVED that the Plumas County Board of Supervisors hereby authorizes Kathy Williams, Plumas County Clerk-Recorder, Registrar of Voters, to conduct all federal, state and local elections throughout the calendar year 2013, as may be required or requested of said office, to appoint all election officers, secure polling centers and perform all election related duties as necessary, and

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to canvass all election returns, certifying the results to the Plumas County Board of Supervisors at a regular meeting of said Board, and,

BE IT FURTHER RESOLVED that pursuant to Elections Code Section 13307, a Candidate's Statement of Qualifications to be included with the Sample Ballot shall not exceed 200 words; with printing and mailing costs to be paid by the candidate or jurisdiction, and,

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to submit a statement to any of the governmental jurisdictions for which costs for any election services provided are incurred.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 15<sup>th</sup> day of January, 2013 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

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Chair of the Board of Supervisors

ATTEST:

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Nancy L. DaForno,  
Clerk to the Board



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

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Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> <b>Administration &amp; Health Education</b> Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> <b>Clinic &amp; Nursing Services</b> Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> <b>Senior Nutrition &amp; Transportation</b> Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> <b>Environmental Health</b> Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> <b>Environmental Health – Chester</b> 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**Date:** December 19, 2012  
**To:** Honorable Board of Supervisors  
**From:** Mimi Khin Hall  
**Agenda:** Item for January 15, 2013

**Item Description/Recommendation:**

- a. Approve a Supplemental Budget and unanticipated revenue in Senior Nutrition Budget Unit 20830 in the amount of \$10,211.00, and
- b. Approve a Supplemental Budget and unanticipated revenue in Senior Transportation Budget Unit 20480 in the amount of \$4,000.00, and
- c. Authorize the Director of Public Health to sign the Contract Modifications as Board designee.

**History/Background:** As the Board is aware Plumas County Public Health Agency receives funding from the Area Agency on Aging to provide low cost services to the elderly of Plumas County. These services include; providing nutritious meals at the congregate sites in Plumas County, delivery of meals to seniors who are homebound, transportation services to and from the meal sites, and transportation to medical and other appointments both in and out of Plumas County

The Area Agency on Aging has awarded both the Nutrition and Transportation Programs with additional one time funding for FY 2012-2013. The award amount for the Nutrition Program is \$10,211.00 and \$4,000.00 for the Transportation Program.

These funds must be expended by June 30, 2013, and come at an opportune time for both programs. The Senior Nutrition funds will be allocated to purchase computers for the operational sites so that forms, data collection, and communication can be accomplished electronically, rather than the current practice of hard copy and hand tallied documents. Remaining funds will also be used for to stabilize budgeted line items for food and household expense. The funds for Senior Transportation will be budgeted in wages, as midyear program projections show that in order to meet the current demand for senior transportation services, the program will be short approximately \$3,600 without additional funds.

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