



## **BOARD OF SUPERVISORS**

Terrell Swofford, Vice Chair 1<sup>st</sup> District  
Robert A. Meacher, Chair 2<sup>nd</sup> District  
Sharon Thrall, 3<sup>rd</sup> District  
Lori Simpson, 4<sup>th</sup> District  
Jon Kennedy, 5<sup>th</sup> District

**AGENDA FOR MEETING OF NOVEMBER 06, 2012 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](http://www.countyofplumas.com)**

### **AGENDA**

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

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

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

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

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



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

## STANDING ORDERS

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. 11:15 BOARD OF SUPERVISORS

- A. Presentation of *Certificate of Appreciation and Recognition* for Linda Patton, Welfare Fraud Investigator
- B. Accept letter of resignation from Joe Wilson, Director of Facility Services effective January 22, 2013; and direct Human Resources to begin recruitment
- C. Introduce and waive first reading of an **ORDINANCE** amending Section 2-4.602 of Title 2, Chapter 4, Article 6, of the Plumas County Code relating to the County Administrative Officer, Safety Officer, Risk Management, and Purchasing Agent. **Roll call vote**
- D. Adopt **RESOLUTION** assigning the duties and responsibilities of the Plumas County Risk Manager and Safety Officer to the Plumas County Auditor/Controller. **Roll call vote**
- E. Adopt **RESOLUTION** assigning the duties and responsibilities of "Purchasing Agent" to a County official determined by the Board due to vacant County Administrative Officer position. **Roll call vote**
- F. Discussion, possible action and/or direction to staff regarding Critical Staffing Committee members due to vacant County Administrative Officer position
- G. Correspondence
- H. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

### 2. 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. BOARD OF SUPERVISORS

Ratify letter to Caltrans for encroachment permit (Greenville High School Homecoming Parade, October 19, 2012)

#### B. GRAND JURY

Approve budget transfer of \$3,000 to cover costs for out-of-county travel (Report Writing Workshop)

#### C. CLERK OF THE BOARD

Approve Board minutes for October 2012

**D. COUNTY COUNSEL**

Renew Legal Services Agreement with Michael Jackson, Attorney at Law, in connection with relicensing of FERC Project 2100 (California Department of Water Resources – Lake Oroville facilities) and other matters as requested, and authorize the Chair to execute

**E. SOCIAL SERVICES**

- 1) Approve contract CW-2012-26 of \$16,720 with the University of California, Davis for professional training services to be provided to Department of Social Services staff; authorize the Director of Social Services to sign the agreement; and authorize the Department of Social Services to execute an extension of the agreement for an additional twelve-month period following the conclusion of the current term, subject to the availability of state and federal funding. Approved as to form by County Counsel
- 2) Approve and authorize the Director of Social Services to sign contracts with Mountain Circle Family Services and Environmental Alternatives Foster Family Services for emergency shelter care for abused and neglected children; and authorize the Director of Social Services to sign extensions of the agreements at the end of the current term not to exceed two additional month periods and subject to the availability of state and federal funding for such services. Approved as to form by County Counsel

**F. SHERIFF**

- 1) Approve budget transfer of \$31,096 from Regular Wages (51000) to Other Wages (51020) to cover costs for use of extra help and reserves
- 2) Approve budget transfer of \$16,296 from Regular Wages (51000) to Other Wages (51020) in Sheriff's AB109 budget
- 3) Approve budget transfer of \$52,757 from services and supplies account (Communication Equipment 521250) to various fixed asset accounts for the 2011 Homeland Security Grant budget
- 4) Approve supplemental budget of \$65,217 for FY 2012-2013 Homeland Security Grant Program
- 5) Approve supplemental budget of \$46,637 for FY 2012-2013 OHV/OSV Grant Program

**G. FACILITY SERVICES**

Approve and authorize the Chair to execute contract with California Generator Service not to exceed \$14,825 for emergency backup generators. Approved as to form by County Counsel

**H. PUBLIC WORKS**

Authorize exemption to the 60-day exemption for Extra-Help employee assigned to Public Works headquarters staff

**NOON RECESS**

**3. 1:30 P.M. DEPARTMENTAL MATTERS**

**A. PLANNING – Randy Wilson**

Status report on General Plan Update

**B. PUBLIC WORKS – Robert Perreault**

Authorize the Director of Public Works to proceed with a sole source purchase of a new Trackless multi-purpose snow blower in accordance with Sections 3-1(1) and 3-1(n) of the Plumas County Purchasing Policy; and approve purchase of fixed assets as presented and approved in the FY 2012-2013 budget

- C. **MENTAL HEALTH** – Patricia Leslie
- 1) Discussion and possible action to consider request to transfer \$111,060 from Mental Health reserves (Fund 0014 Account 10147) to Mental Health operating cash (Fund 0014 Account 10100) to cover unforeseen, mandated expenses for in-patient services at State Hospital. **Four/fifths required roll call vote**
  - 2) Ratify Mental Health Services Act Annual Plan for FY 2012-2013 authorizing the Director of Mental Health to submit Plan to State and providing signature authority for implementation. Approved as to form by County Counsel
- D. **HUMAN RESOURCES** – Gayla Trumbo
- 1) Adopt **RESOLUTION** to amend the Job Descriptions of Welfare Fraud Investigator I and II. **Roll call vote**
  - 2) Adopt **RESOLUTION** to add the Job Description of Alternative Sentencing Coordinator to the Classification and Salary Plan. **Roll call vote**
  - 3) Adopt **RESOLUTION** to amend the Position Allocation for FY 2012-2013 to include 1.0 FTE Alternative Sentencing Coordinator within the District Attorney/SLESF Chapter 134 Budget. **Roll call vote**
- E. **CRITICAL STAFFING COMMITTEE** – Gayla Trumbo  
 Approve recommendation(s) of the Critical Staffing Committee to fill the following position(s):
- Mental Health**  
 1.0 FTE Community Care Case Manager  
 1.0 FTE Information System Technician
- Public Health Agency**  
 .75 FTE Management Analyst I/II  
 .50 FTE Health Education Specialist
- Senior Nutrition**  
 .6875 FTE Assistant Cook  
 .6875 FTE Head Cook
- District Attorney**  
 1.0 FTE Alternative Sentencing Coordinator

**4. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Existing Litigation – *Raymond v. Williams*, United States District Court for the Eastern District of California Case No. 2:12-CV-02259-GEB-EFB, pursuant to subdivision (a) of Government Code § 54956.9.
- B. Personnel: Public employee discipline/dismissal/release with regard to five employees of the Alcohol & Drug Department (Gov. Code §54957(b))
- C. Conference with Legal Counsel: Claim Against the County filed by Scott Everett Papenhausen on July 02, 2012
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- E. 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, November 13, 2012, Board of Supervisors Room 308, Courthouse, Quincy, California.



Joe Wilson  
Director

**DEPARTMENT OF FACILITY SERVICES**  
198 ANDY'S WAY., QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103



October 25, 2012

TO: The Honorable Board of Supervisors;  
Gayla Trumbo, Director of Human Resources

FROM: Joe Wilson, Director of Facility Services/ Airports

RE: **Resignation**

Regretfully, I am resigning my position of Facility and Airports Director. I have accepted a new job in the private sector and will soon be based in Chico. As per my contract please consider this my 90 day notice. My last day under Plumas County employment will be January 22<sup>nd</sup> 2013.

Quincy is my home, and my family and I will truly miss this community. Over the past five years as Director I have considered it a privilege to be able to work for each of you. I will be leaving behind a very dedicated staff, great colleagues, and many good friends.

Looking back at my tenure as Director, I can say that I have been able to successfully tackle a lot of challenging projects in Facility and Airport Operations. This could not have been possible without the support and encouragement of the Board of Supervisors. In recent years there have been challenges to face as the financial position of the County has deteriorated, but along with this there have also been tremendous rewards in working through these challenges with such a group of committed Board members and Department Heads.

I will work as closely as I can with the Board to ensure that there is a seamless transition with whomever you select to be my successor in managing the County Facilities, Airports, and ADA program.

Respectfully,

Joe Wilson



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

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

**R. CRAIG SETTLEMIRE**  
COUNTY COUNSEL  
**STEPHEN L. MANSELL**  
DEPUTY COUNTY COUNSEL  
**ELIZABETH CORTEZ**  
PARALEGAL/SMALL CLAIMS ADVISOR

Phone: (530) 283-6240  
Fax: (530) 283-6116

October 25, 2012

**TO:** **Honorable Board of Supervisors, County of Plumas**  
(for the meeting November 6, 2012)

**FROM:** R. Craig Settlemire, *Plumas County Counsel*

**SUBJECT:** 1) Ordinance Amending Section 2-4.602 Of Title 2, Chapter 4, Article 6,  
of the Plumas County Code Relating to the County Administrative  
Officer, Safety Officer, Risk Management, and Purchasing Agent;  
  
2) Resolution Assigning the Duties and Responsibilities of the Plumas  
County Risk Manager and Safety Officer to the Plumas County Auditor-  
Controller.

Given the vacancy in the County Administrative Officer ("CAO") position and the Board of Supervisors' stated intent during budget workshop meetings and at the time of the appointment of Roberta Allen as the Auditor/Controller to have the Auditor take over the Risk Management/Safety functions, I have prepared the accompanying draft of an Ordinance to remove those duties from the CAO position. Also provided is a redlined version showing changes to the existing language of section 2-4.602 of the Plumas County Code. The enactment of this ordinance amendment will allow the Board to formally assign the Risk Management/Safety Officer functions to the Auditor by way of a separate Resolution as also provided.

While amending section 2-4.602 with respect to the Risk Management/Safety Officer functions, it makes sense to delete the reference to "County Purchasing Agent." Doing so will free up the ability of the Board of Supervisors to appoint a different person or position as Purchasing Agent<sup>1</sup> pursuant to Plumas County Code section 3-1.03. For

<sup>1</sup> By establishing a "Purchasing System" and "Purchasing Agent" (see Plumas County Code sec. 3-1.01, and following, Government Code sec. 25480 and following), Plumas County has taken advantage of the simplified procedures for the purchase of supplies, equipment and contract services available to a county purchasing agent. The County can save time and expense that would otherwise have been incurred to advertise for sealed bids for such purposes. The purchasing agent can be vested with the authority to

ORDINANCE NO. 12 -

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING SECTION 2-4.602 OF TITLE 2, CHAPTER 4, ARTICLE 6, OF THE PLUMAS COUNTY CODE RELATING TO THE COUNTY ADMINISTRATIVE OFFICER, SAFETY OFFICER, RISK MANAGEMENT, AND PURCHASING AGENT.

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

**SECTION 1.** Section 2-4.602 of Title 2, Chapter 4, Article 6, of the Plumas County Code is hereby amended in its entirety to read as follows:

**Sec. 2-4.602. - County Administrative Officer.**

The position of County Administrative Officer (CAO) is created to carry out and enforce the policies of the Board of Supervisors. The qualifications, duties and responsibilities of the CAO shall be prescribed from time to time by resolution of the Board of Supervisors.

The CAO shall serve at the pleasure of the Board of Supervisors, and may be removed by majority vote at any regular meeting of four or more members of the Board. Any decision to remove shall be sufficient without a showing of good cause or right to appeal. The incumbent shall not be removed without sixty (60) days' prior to written notice, except that the CAO shall not be given notice during the first 120 following any change in membership of the Board except upon a four-fifths vote of the Board. Without affecting the at-will status of the CAO, the Board of Supervisors Chairperson shall arrange for a performance evaluation of the CAO on or near the anniversary of the date of hire, using a written format similar to that used for other appointed department heads.

**SECTION 2.** Effective and Operative Dates; Publication; Codification.

This ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the *Feather River Bulletin*, a newspaper of general circulation in Plumas County, within fifteen (15) days of final adoption. Section 1 of this ordinance shall be codified; the remainder shall be uncodified.

**Sec. 2-4.602. - County Administrative Officer.**

The position of County Administrative Officer (CAO) is created to carry out and enforce the policies of the Board of Supervisors. ~~The position shall also be vested with the authority and titles of County Budgetary Officer, County Safety Officer, County Insurance/Risk Manager, and County Purchasing Agent.~~ The qualifications, duties and responsibilities of the CAO shall be prescribed from time to time by resolution of the Board of Supervisors.

The CAO shall serve at the pleasure of the Board of Supervisors, and may be removed by majority vote at any regular meeting of four or more members of the Board. Any decision to remove shall be sufficient without a showing of good cause or right to appeal. The incumbent shall not be removed without sixty (60) days' prior to written notice, except that the CAO shall not be given notice during the first 120 following any change in membership of the Board except upon a four-fifths vote of the Board. Without affecting the at-will status of the CAO, the Board of Supervisors Chairperson shall arrange for a performance evaluation of the CAO on or near the anniversary of the date of hire, using a written format similar to that used for other appointed department heads. ~~The qualifications, duties and responsibilities of the CAO shall be prescribed from time to time by resolution of the Board of Supervisors.~~

**Plumas County, California**

**RESOLUTION NO. 12-\_\_\_**

**A RESOLUTION ASSIGNING THE DUTIES AND RESPONSIBILITIES OF THE PLUMAS COUNTY RISK MANAGER AND SAFETY OFFICER TO THE PLUMAS COUNTY AUDITOR-CONTROLLER.**

**WHEREAS**, Plumas County section 2-4.602 of the Plumas County Code has been amended to remove the duties of County Safety Officer and County Insurance/Risk Manager functions from the position of the Plumas County Administrative Officer; and

**WHEREAS**, the office of the Plumas County Administrative Officer is now vacant and unfunded for Fiscal Year 2012-2013; and

**WHEREAS**, the Board of Supervisors of the County of Plumas has determined that it is necessary that the important functions performed by the County Safety Officer and County Insurance/Risk Manager need to be reassigned;

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS AS FOLLOWS:**

Effective with the adoption of this Resolution, all the duties, responsibilities, authority, and function of the Plumas County Safety Officer and Plumas County Insurance/Risk Manager are assigned to, and vested in, the Plumas County Auditor-Controller. The Board of Supervisors retains the authority to reassign such duties, responsibilities, authority, and function of the Plumas County Safety Officer and Plumas County Insurance/Risk Manager at such time and under such conditions as the Board of Supervisors shall specify by resolution duly passed and adopted.

PASSED AND ADOPTED this 6th day of November, 2012, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chair, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

**ADMINISTRATIVE AND BUDGETARY CONTROLS CONSISTENT WITH  
GOVERNMENT CODE SECTIONS 29092 AND 29125,  
DURING FISCAL YEAR 2012-2013**

Consistent with Government Code Section 29092, the Board of Supervisors adopts these Administrative and Budgetary Controls for the administration of the Plumas County 2012-2013 Budget.

**County Owned Personal Property**

The disposition, lease, sale or trade-in of all County owned personal property shall be the Purchasing Agent's or his/her designee's sole responsibility consistent with Government Code Section 25504 and Plumas County Code 3-1.19.

**Contracts and Leases**

A County Department Head may approve contracts for which an appropriation is budgeted, not exceeding three thousand dollars (\$3,000) in value.

**Special Travel**

The Auditor/Controller shall approve any cumulative transfer within a budget unit of less than \$750 into a departmental Special Travel account in a fiscal year.

**Budget Transfers**

The Auditor/Controller has authority to approve transfers and revisions of appropriations within a budget unit if overall appropriations of the budget unit are not increased. Provided, however, no budget transfers shall be allowed to, from or within Salaries and Benefits (all 51XXX series accounts) without prior approval of the Board of Supervisors.

**Critical Staffing**

All positions vacated during the 2012-2013 fiscal year shall be reviewed by the Critical Staffing Committee for staffing priority and not hired prior to the approval of the Board of Supervisors.

**County Vehicles**

No County employee shall take a county vehicle home unless specifically authorized by the Board of Supervisors or County Administrative Officer. All prior approval by the Board of Supervisors to take a county vehicle home must be reauthorized within 45 days. In no case shall a County vehicle or County equipment be used directly or indirectly for any purpose unrelated to County business.

**Mid-Year Budget Review/work Furloughs**

The Auditor/Controller shall provide the Board of Supervisors a mid-year budget report on or before January 31, 2013.

**Department Head and Auditor/Controller Responsibility**

Department Heads shall insure that no expenditure is made or obligation incurred in excess of the specific budget appropriation approved by the Board of Supervisors. Any expenditure or obligation incurred, in excess of the specific budget appropriation, shall be the personal obligation of the Department Head authorizing the expenditure or obligation. The Auditor/Controller shall issue no warrants unless specifically approved by the Board of Supervisors or the County Administrative Officer, within the delegated authority.

**Policies**

Department Heads and County employees are referred to existing County policies as provided in the County Policy Manual.

1E

Plumas County, California

RESOLUTION NO. 12-\_\_\_\_

**A RESOLUTION ASSIGNING THE DUTIES AND RESPONSIBILITIES OF THE PLUMAS COUNTY PURCHASING AGENT TO THE \_\_\_\_\_**

*WHEREAS*, Plumas County section 2-4.602 of the Plumas County Code has been amended to remove the duties of Purchasing Agent from the position of the Plumas County Administrative Officer; and

*WHEREAS*, the office of the Plumas County Administrative Officer is now vacant and unfunded for Fiscal Year 2012-2013; and

*WHEREAS*, the Board of Supervisors of the County of Plumas has determined that it is necessary that the important functions of Purchasing Agent needs to be reassigned;

***NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS AS FOLLOWS:***

Effective with the adoption of this Resolution, all the duties, responsibilities, authority, and function of the Plumas County Purchasing Agent are assigned to \_\_\_\_\_ pursuant to section 3-1.03 of the Plumas County Code. The Board of Supervisors retains the authority to reassign such duties, responsibilities, authority, and function of the Plumas County Purchasing Agent at such time and under such conditions as the Board of Supervisors shall specify by resolution duly passed and adopted.

PASSED AND ADOPTED this 6<sup>th</sup> day of November, 2012, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
Chair, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

# BOARD OF SUPERVISORS

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TERRY SWOFFORD, DISTRICT 1  
ROBERT A. MEACHER, DISTRICT 2  
SHERRIE THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JON KENNEDY, DISTRICT 5



October, 16 2012

California Department of Transportation (Caltrans)  
1000 Center Street  
Redding, CA 96001

Attention: Permits Engineer

RE: Caltrans Encroachment Permit Request  
Greenville High School Homecoming Parade  
State Route 89 in Greenville, CA  
October 19, 2012

Dear Sir:

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,

A handwritten signature in black ink that reads "Robert A. Meacher".

Robert Meacher, Chair  
Board of Supervisors

Cc: Plumas County Director of Public Works



2/

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

- A) NINE GRAND JURY MEMBERS TO
- B) ATTEND A WORKSHOP IN SACRAMENTO;
- C) AND TO COVER BUDGET OVERAGE
- D) OF 1,702.58

Approved by Department Signing Authority: \_\_\_\_\_

Approved/Recommended  Disapproved/ Not recommended

County Administrative Officer Signature: Rebecca M. [Signature]

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_ Initials \_\_\_\_\_

**INSTRUCTIONS:**

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

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

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

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

- A. Must be signed by the Budget Officer/CAO; if supplemental must be signed by the Auditor and CAO/Budget Officer.
- B. Must have a copy of the Board Report attached when given to the Budget Officer/CAO for approval.



OFFICE OF THE  
COUNTY COUNSEL  
COUNTY OF PLUMAS

Courthouse - 520 Main St., Room 301  
Quincy, California 95971-9115

R. CRAIG SETTLEMIRE  
COUNTY COUNSEL

Phone: (530) 283-6240  
Fax: (530) 283-6116

October 17, 2012

**INTEROFFICE MEMORANDUM**

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

**FROM:** R. Craig Settlemyre, *Plumas County Counsel*

**SUBJECT:** Renewal of Legal Services Agreement with Michael Jackson, Attorney at Law.  
(For Board of Supervisors meeting on November 6, 2012)

**Background:**

As the members of the Board of Supervisors are aware, local attorney Michael Jackson has recently represented the County of Plumas as special legal counsel in a number of natural resource and water matters including, but not limited to the following:

1. Various legal proceedings concerning the implementation of the Herger-Feinstein Quincy Library Group Pilot Project legislation ("QLG"); and
2. *County of Butte, et al. [including County of Plumas and the Plumas County Flood Control and Water Conservation District], Petitioners, v. California Department of Water Resources, Respondent, and State Water Contractors, Real Parties in Interest.* Yolo Superior Court Nos. 144283 and 144282 (Lake Oroville relicensing).

Mr. Jackson provided such legal services pursuant to various written legal services agreements, the most recent of which expired June 30, 2012. This contract was previously administered by Brian Morris, the former manager of the Plumas County Flood Control and Water Conservation District until his departure in early January 2012.

While work on QLG matters has essentially wrapped up as a result of the expiration of the legislation and its non-renewal, work continues on the Lake Oroville relicensing which is now pending on appeal with the California Court of Appeal, Third Appellate District, in Sacramento.

Enclosed is a form of a "Legal Services Agreement" with Mr. Jackson that extends the term through Fiscal Year 2012-2013. Funds to pay Mr. Jackson under the terms of this agreement

DS

Memorandum

Board of Supervisors

Re: Renewal of Legal Services Agreement with Michael Jackson, Attorney at Law.

Date: October 17, 2012

Page 2 of 2

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were included, have been appropriated, in the "Professional Services" account in the County's General Fund.

**Recommended Action:**

At this time it is respectfully recommended that the legal services agreement with Mr. Jackson be extended through June 30, 2013, as is provided in the proposed "Legal Services Agreement" submitted herewith. It is further recommended that the Board of Supervisors ratify and approve payment of any services provided by Mr. Jackson after July 1, 2012, to and including the date this legal services agreement is approved.

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## LEGAL SERVICES AGREEMENT

This Legal Services Agreement ["Agreement"] is entered into by and between the County of Plumas ["County"] and Michael Jackson, California State Bar Number 053808 ["Attorney"].

1. **Services Provided by Attorney.** Attorney shall provide legal services to the County related to (1) relicensing of FERC Project 2100 (California Department of Water Resources – Oroville Facilities); and (2) other services as requested by County. Attorney shall consult with County on an on-going basis to identify and prioritize specific services provided under this Agreement. Attorney shall provide services under the direction of the Board of Supervisors or their designee. Upon request of County, Attorney shall provide written reports to County regarding the status of the matters for which Attorney has been asked to provide services.

2. **Compensation.** In consideration of the services rendered, County shall compensate Attorney at a rate of two hundred dollars (\$200) per hour. Attorney shall submit itemized bills to County with a level of detail reflecting standard legal billing practices. County shall reimburse Attorney for reasonable and necessary travel expenses, provided that such travel is authorized by County, and for expenses incurred by Attorney on behalf of County, including filing fees and courier charges.

3. **Term of Agreement.** This Agreement shall be effective as of July 1, 2012, and shall continue until June 30, 2013 unless terminated pursuant to the provisions of this Agreement.

4. **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party. County may terminate this Agreement immediately for cause upon notice to Attorney. County shall pay any monies due to Attorney within fourteen days of termination.

5. **Nondiscrimination.** By Attorney's signature below, Attorney certifies under penalty of perjury that Attorney has and will, unless exempted, comply with the nondiscrimination requirements of Government Code Section 12900 and Title 2, Ca. Admin. Code Section 8103, as well as all other state and federal laws and regulations relating to discrimination, and expressly agrees not to discriminate against employees or applicants for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age (over 40), marital status, denial of Family and Medical Care leave and the use of Pregnancy Disability Leave in regard to any position for which the employee or applicant for employment is qualified.

6. **Drug-Free Work Place.** Attorney, and any of Attorney's employees (if applicable), shall comply with the County of Plumas policy of maintaining a drug-free workplace (Personnel Rule 22.03).

7. **Records.** Attorney agrees to provide reasonable access to records, relating to the County, and agrees to provide those records to County upon completion of services under this Agreement in accordance with the Rules of Professional Conduct of the California State Bar. In

addition to records related to the subject matter of Attorney's services, Attorney shall be responsible for maintaining such records as may be necessary to document services performed and hours worked.

8. **Indemnification.** Each party shall indemnify, defend, and hold harmless the other party, their officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from the negligent acts, willful acts, or errors or omissions of that party, or that party's employees, sub-contractors, or agents. Each party understands and agrees that its duty to defend shall be a separate and independent duty from the duty to indemnify.

9. **Independent Contractor.** The parties understand and agree that Attorney is an independent contractor and that no employment relationship between Attorney and County is created by this Agreement. County's workers' compensation insurance does not cover Attorney or any member of Attorney's staff. Attorney shall, at Attorney's own risk and expense, determine the method and manner by which duties imposed by this Agreement are performed. This Agreement is not an agency agreement, and Attorney is not the agent of County for any purpose whatsoever. Attorney is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, County, or to bind County in any manner or thing whatsoever. During the term of this Agreement, no employee or independent contractor of Attorney shall become an employee or agent of County for any purpose.

10. **Assignment.** The rights and duties established by this Agreement are not assignable by either party, in whole or in part, without the prior written consent of the other party.

11. **Alteration.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

12. **Controlling Law.** This Agreement shall be interpreted in accordance with the laws of the State of California, and venue shall be in Plumas County.

13. **Notices.** Any notice required or permitted by this Agreement shall be given by United States mail, postage prepaid, to the following addresses, unless a party gives notice of a new address:

County  
Office of County Counsel  
520 Main Street, Room 302  
Quincy, CA 95971

Attorney  
Michael B. Jackson  
P. O. Box 207  
Quincy, CA 95971

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no more promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.

15. **Severability.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such an event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement or render it meaningless, the Agreement shall be deemed cancelled.

**EXECUTION**

**County:**

**Attorney:**

\_\_\_\_\_  
Robert A. Meacher  
Chair, Board of Supervisors

*Michael B. Jackson*  
\_\_\_\_\_  
Michael B. Jackson

Date: \_\_\_\_\_

*Oct. 15, 2012*



JEI



DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

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

ELLIOTT SMART  
DIRECTOR

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

DATE: OCTOBER 17, 2012  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: ELLIOTT SMART, DIRECTOR   
DEPARTMENT OF SOCIAL SERVICES  
SUBJ: BOARD AGENDA ITEM FOR NOVEMBER 6, 2012 - CONSENT  
AGENDA  
RE: APPROVAL AND AUTHORIZATION TO SIGN A CONTRACT WITH  
U.C. DAVIS FOR STAFF TRAINING

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

1. Approve contract CW-2012-26, in the amount of \$16,720, with the University of California, Davis for professional training services to be provided to Department of Social Services staff.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Authorize the Department of Social Services to execute an extension of the agreement for an additional twelve-month period following the conclusion of the current term, subject to the availability of state and federal funding.

**Background and Discussion**

Each year the Department of Social Services receives an allocation of state and federal funds that are designated specifically for staff development and training. The Department has joined together with other social services departments in the state to form the Inter-County Training Consortium (ICTC). Together, the counties in the consortium utilize their funds to purchase high quality professional training services from the Center for Human Services Training located at U.C. Davis. Although most of the training takes place locally, the agreement also enables us to take advantage of other training opportunities scheduled in neighboring counties that are consortium members.

For training that is scheduled locally, we also have the latitude to include our community partners and others as appropriate. This enables us to use this program as a community resource serving a broader base of human service providers.

The agreement that is enclosed is for training for the Department's Child Welfare Services staff. The agreement is for three training days delivered locally.

**Financial Impact**

The total value of the training is \$16,720. The University Extension offsets the normal county share of cost through an in-kind contribution that offsets \$4,180. This yields a net cost to the Department of \$12,540, which is claimable to state and federal funding sources.

An appropriation exists within the approved county budget for the Department of Social Services to pay for this agreement. There is no cost to the County General Fund.

**Other Agency Involvement**

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

Copies: PCDSS Management Staff (memo only)  
Karen Hayden, Staff Services Analyst

Enclosure



UC DAVIS EXTENSION  
WEB SITE: WWW.EXTENSION.UCDAVIS.EDU

1632 DA VINCI COURT  
DAVIS, CA 95618-4852

Agreement #CW-2012-26

Training Services Agreement

This Agreement is made this 1<sup>st</sup> day of July, 2012 by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and PLUMAS COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives,

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
  - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
  - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2012 through June 30, 2013. All courses must be completed by June 30, 2013.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
  - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
  - b. Auto Liability including non-owned automobiles, with a minimums as follows:
    - 1) Bodily injury
      - a) Per person \$250,000
      - b) Per accident \$500,000
    - 2) Property damage \$50,000
  - c. Workers Compensation insurance in accordance with California state law.

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. 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.

University:

Financial Services  
University Extension  
1333 Research Park Drive  
Davis, CA 95618

User:

Plumas County Dept of Social Services  
270 County Hospital Road #207  
Quincy, CA 95971

Additional University:

Center for Human Services  
UC Davis Extension  
1632 DaVinci Ct  
Davis, CA 95618

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin;

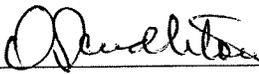
ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

- 15. 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 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
- 16. 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.
- 17. 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.
- 18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
- 19. Governing law. The laws of the State of California shall govern this agreement.
- 20. Integrated agreement. 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.

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

PLUMAS COUNTY DEPARTMENT OF  
SOCIAL SERVICES

By   
Name Dennis Pendleton  
Title Dean, UC Davis Extension

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

Date 8/20/12

Date \_\_\_\_\_

FEIN: 94-6036494

Approved as to form:

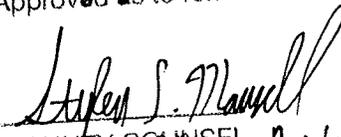
 8/29/12  
COUNTY COUNSEL, Deputy

EXHIBIT A

**TRAINING PROGRAM**

1. 4.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
  - a. Needs assessment, curriculum planning and implementation.
  - b. Instructional and student services.
  - c. Instructional materials.
  - d. Evaluation and feedback.
  - e. Continuing education credit, if available.
  - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
  - g. Off-site coordination of training.
  - h. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
  - i. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
  - a. Training facility and audio-visual equipment.
  - b. On-site coordination of training.

Total cost of training under this agreement is	\$ 16,720.00
University's in-kind contribution	\$ 4,180.00
User's share of cost	\$ 12,540.00

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DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9126

ELLIOTT SMART  
DIRECTOR

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

DATE: OCTOBER 29, 2012  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: ELLIOTT SMART, DIRECTOR   
DEPARTMENT OF SOCIAL SERVICES  
SUBJ: BOARD AGENDA ITEM FOR NOVEMBER 6, 2012  
RE: EMERGENCY SHELTER CONTRACTS FOR CHILDREN

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

1. Approve and authorize the Director of Social Services to sign contracts with Mountain Circle Family Services and Environmental Alternatives Foster Family Services for emergency shelter care for abused and neglected children.
2. Authorize the Director of Social Services to sign extensions of the agreements at the end of the current term not to exceed two additional twelve month periods and subject to the availability of state and federal funding for such services.

**Background and Discussion**

The Board is already aware that the Department of Social Services provides emergency shelter care to children who have been removed from an unsafe home and temporarily placed with a foster family pending jurisdictional hearings before the Juvenile Court. The Department of Social Services maintains continuing agreements with two local Foster Family Agencies (Mountain Circle Family Services and Environmental Alternatives) for the provision of such care.

Under the agreements each agency serves as the source for emergency shelter in alternating months. The agreements provide for a flat rate of \$750 every other month making the maximum funding for administering this program \$4,500 annually.

Prior to the current Fiscal Year, the CAO had delegated authority to the Director of the Department of Social Services to execute the agreement annually because the cost of each agreement was under the \$10,000 authority in place for the CAO. Because the County does not have a CAO, at the time that this item is being prepared, this authority

no longer exists. Consequently the Board must approve the enclosed agreements. While the Department is aware that the Board is considering alternatives to executing such contracts in the absence of a CAO, the Department needs to have these approvals in place now rather than waiting for other forms of delegation.

**Financial Impact**

The approved Department of Social Services budget includes appropriations for these agreements. Funding for Emergency Shelters comes from state, federal and Realignment dollars. There are no County General Funds associated with approving them.

**Other Agency Involvement**

County Counsel has reviewed the agreements and has approved them as to form.

Copies: PCDSS Management Staff (Memo only)

Enclosures (2)

**AGREEMENT BETWEEN**

**PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES**

**&**

**MOUNTAIN CIRCLE FAMILY SERVICES**

THIS AGREEMENT is entered into this first day of **July, 2012**, between the County of Plumas (hereinafter referred to as County), a political subdivision of the State of California and Mountain Circle Family Services, a California nonprofit corporation, by and through its Foster Family Agency (hereinafter referred to as Provider) in accordance with the State Department of Social Services Regulations 31-410 through 31-415.2 for the purpose of providing Emergency Shelter Care Services for minors.

WHEREAS, the County has a continuing need for short-term emergency shelter care twenty four hours per day, seven days per week for minors who may come within the provisions of Welfare and Institutions Code Section 300, and

WHEREAS, Provider represents that it is a state-licensed foster family agency and is willing and able to provide such care.

NOW, THEREFORE, the parties mutually agree as follows:

**I. DUTIES AND RESPONSIBILITIES**

**A. County**

1. The County's Department of Social Services shall be responsible for placing children in the home designated as the emergency shelter with the assistance of the Provider Social Worker.
2. County agrees to provide all known relevant information to the Provider Social Workers to assist in the placement and care of the child.
3. County shall be responsible for determining financial eligibility for the child.
4. County agrees to pay the Provider seven hundred fifty dollars (\$750) every other month for up to five (5) placements per month.
5. County agrees to pay provider rates established for placement in its certified homes by the California Department of Social Services, Foster Care Funding and Rates Bureau, for the care of each child receiving emergency shelter services. The payment shall be a pro rata amount based on a calendar month.

**B. Provider**

1. Provider agrees to accept and care for up to five children, twenty-four hours per day, seven days per week, for emergency shelter.
2. Provider agrees to notify County immediately should it for any reason be unable to receive children in their home.
3. Provider agrees to have available all necessities required to care for children referred to it by County.
4. Provider agrees to keep confidential all information relating to the child and the child's family.
5. Provider agrees to abide by all applicable laws and regulations, including Title 22, Article 5, Sections 80403-80405 of the California Administrative Code, pertaining to the personal care, protection, supervision, assistance and guidance of the minors; personal accommodations for the minors; and planned activities for the minors.

**II. GENERAL PROVISIONS**

**A. Independent Contractor**

Provider shall perform under the terms and conditions of this Agreement as an independent contractor. Provider and its officers, agents and employees are not, and shall not be deemed, employees of the County of Plumas for any purpose. Provider shall be solely responsible for the salaries and other applicable benefits, including Workers' Compensation, of all of Provider's employees performing under this Agreement. Provider shall, at its own risk and expense, determine the method and manner by which duties imposed on Provider by this Agreement shall be performed. County may monitor the work performed by Provider.

**B. Assignment**

This Agreement, or any part thereof, shall not be assigned without prior written approval of County.

**C. Term**

The term of this Agreement will be one year, commencing on **July 1, 2012**, and ending on **June 30, 2013**. If agreed to in writing by both parties, this Agreement may be renewed for additional terms not to exceed twelve (12) months each.

**D. Indemnification**

1. Claims Arising from Sole Acts or Omissions of County

SM COUNTY INITIALS

\_\_\_\_\_ CONTRACTOR INITIALS

County does hereby agrees to defend and indemnify Provider, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "Provider"), from any claim, action or proceeding against Provider, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, Provider may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. Provider shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims arising From Sole Acts or Omissions of Provider

The Provider hereby agrees to defend and indemnify County, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as "County"), from any claim, action or proceeding against County, arising solely out of the acts or omissions of Provider in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Provider of any obligation imposed by this Agreement. County shall notify Provider promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising From Concurrent Acts or Omissions

County hereby agrees to defend itself, and the Provider hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and Provider. In such cases, County and Provider agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subparagraph 5 below.

4. Joint Defense

Notwithstanding subparagraph 3 above, in cases where County and Provider agree in writing to a joint defense, County and Provider may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Provider. Joint defense counsel shall be selected by mutual agreement of County and Provider. County and Provider agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in subparagraph 5 below. County and Provider further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Provider.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and Provider may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

**E. Insurance**

Provider shall maintain the insurance coverage listed below during the entire term of this Agreement. Provider shall provide certificates of insurance evidencing such coverage upon request of the County, and the certificates shall name the County, its officers, officials, employees, representatives and agents as additional insureds, and shall state that the insurance shall not be cancelled without thirty (30) days' prior notice to the County. Such insurance shall be primary with respect to any claim arising under this Agreement.

1. **Workers' Compensation** – Provider shall provide, to the extent required by law, workers' compensation insurance in the performance of any of Provider's duties under this Agreement, including but not limited to, Workers' Compensation and Disability.
2. **General Liability Insurance** – Provider shall obtain and maintain during the term of this Agreement, a commercial or comprehensive general liability insurance policy (Bodily Injury and Property Damage) of not less than one million dollars (\$1,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts and omissions of Provider or any officer, agent or employee under this Agreement.
3. **Comprehensive Automobile Liability Insurance** – Provider shall obtain and maintain during the term of this Agreement, a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on all vehicles used in conjunction with Provider business of not less than three hundred thousand dollars (\$300,000), combined single limit per occurrence.

**F. Nondiscrimination**

Provider will not discriminate against employees or applicants for employment because of sex, race, color ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age (over 40), marital status, denial of Family and Medical Care Leave and use of Pregnancy Disability Leave in regard to any position for which the employee or applicant for employment is qualified.

**G. Termination**

Either party upon thirty (30) days' advance written notice may terminate this Agreement. In the event of termination by County, Provider shall be paid for work performed to the date of termination as agreed by the parties, or as determined by County's Director of Social Services.

**H. Notification**

Any notice that is given pursuant to the terms of this Agreement shall be deemed to have been given when it is deposited, postage paid, in the United States Mail and addressed to the parties as follows:

Plumas County Department of Social Services  
270 County Hospital Road, Suite 207  
Quincy, CA 95971

Mountain Circle Family Services  
PO Box 554  
Greenville, CA 95947

**IN WITNESS WHEREOF**, County and Provider have executed this Agreement on the day and year set forth below.

Executed at Quincy, California, County of Plumas, on \_\_\_\_\_.

**By:** \_\_\_\_\_  
Elliott Smart, Director  
Plumas County Department of Social Services

**By:** \_\_\_\_\_  
Shauna Rossington, Executive Director  
Mountain Circle Family Services

**By:** \_\_\_\_\_  
Mountain Circle Family Services

**APPROVED AS TO FORM:**

*Stephen L. Maxwell, deputy*  
\_\_\_\_\_  
County Counsel

*10/24/12*  
\_\_\_\_\_  
Date

**AGREEMENT BETWEEN  
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES**

**&**

**ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY**

THIS AGREEMENT is entered into this first day of **July, 2012**, between the County of Plumas (hereinafter referred to as County), a political subdivision of the State of California and Environmental Alternatives, a California nonprofit corporation, by and through its Foster Family Agency (hereinafter referred to as Provider) in accordance with the State Department of Social Services Regulations 31-410 through 31-415.2 for the purpose of providing Emergency Shelter Care Services for minors.

WHEREAS, the County has a continuing need for short-term emergency shelter care twenty four hours per day, seven days per week for minors who may come within the provisions of Welfare and Institutions Code Section 300, and

WHEREAS, Provider represents that it is a state-licensed foster family agency and is willing and able to provide such care.

NOW, THEREFORE, the parties mutually agree as follows:

**I. DUTIES AND RESPONSIBILITIES**

**A. County**

1. The County's Department of Social Services shall be responsible for placing children in the home designated as the emergency shelter with the assistance of the Provider Social Worker.
2. County agrees to provide all known relevant information to the Provider Social Workers to assist in the placement and care of the child.
3. County shall be responsible for determining financial eligibility for the child.
4. County agrees to pay the Provider seven hundred fifty dollars (\$750) every other month for up to five (5) placements per month.
5. County agrees to pay provider rates established for placement in its certified homes by the California Department of Social Services, Foster Care Funding and Rates Bureau, for the care of each child receiving emergency shelter services. The payment shall be a pro rata amount based on a calendar month.

SM COUNTY INITIALS

\_\_\_\_\_ CONTRACTOR INITIALS

**B. Provider**

1. Provider agrees to accept and care for up to five children, twenty-four hours per day, seven days per week, for emergency shelter.
2. Provider agrees to notify County immediately should it for any reason be unable to receive children in their home.
3. Provider agrees to have available all necessities required to care for children referred to it by County.
4. Provider agrees to keep confidential all information relating to the child and the child's family.
5. Provider agrees to abide by all applicable laws and regulations, including Title 22, Article 5, Sections 80403-80405 of the California Administrative Code, pertaining to the personal care, protection, supervision, assistance and guidance of the minors; personal accommodations for the minors; and planned activities for the minors.

**II. GENERAL PROVISIONS**

**A. Independent Contractor**

Provider shall perform under the terms and conditions of this Agreement as an independent contractor. Provider and its officers, agents and employees are not, and shall not be deemed, employees of the County of Plumas for any purpose. Provider shall be solely responsible for the salaries and other applicable benefits, including Workers' Compensation, of all of Provider's employees performing under this Agreement. Provider shall, at its own risk and expense, determine the method and manner by which duties imposed on Provider by this Agreement shall be performed. County may monitor the work performed by Provider.

**B. Assignment**

This Agreement, or any part thereof, shall not be assigned without prior written approval of County.

**C. Term**

The term of this Agreement will be one year, commencing on **July 1, 2012**, and ending on **June 30, 2013**. If agreed to in writing by both parties, this Agreement may be renewed for additional terms not to exceed twelve (12) months each.

**D. Indemnification**

1. Claims Arising from Sole Acts or Omissions of County

County does hereby agree to defend and indemnify Provider, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "Provider"), from any claim, action or proceeding against Provider, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, Provider may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. Provider shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims arising From Sole Acts or Omissions of Provider

The Provider hereby agrees to defend and indemnify County, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as "County"), from any claim, action or proceeding against County, arising solely out of the acts or omissions of Provider in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Provider of any obligation imposed by this Agreement. County shall notify Provider promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising From Concurrent Acts or Omissions

County hereby agrees to defend itself, and the Provider hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and Provider. In such cases, County and Provider agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subparagraph 5 below.

4. Joint Defense

Notwithstanding subparagraph 3 above, in cases where County and Provider agree in writing to a joint defense, County and Provider may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Provider. Joint defense counsel shall be selected by mutual agreement of County and Provider. County and Provider agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in subparagraph 5 below. County and Provider further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Provider.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and Provider may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

## E. Insurance

Provider shall maintain the insurance coverage listed below during the entire term of this Agreement. Provider shall provide certificates of insurance evidencing such coverage upon request of the County, and the certificates shall name the County, its officers, officials, employees, representatives and agents as additional insureds, and shall state that the insurance shall not be cancelled without thirty (30) days' prior notice to the County. Such insurance shall be primary with respect to any claim arising under this Agreement.

1. Workers' Compensation – Provider shall provide, to the extent required by law, workers' compensation insurance in the performance of any of Provider's duties under this Agreement, including but not limited to, Workers' Compensation and Disability.
2. General Liability Insurance – Provider shall obtain and maintain during the term of this Agreement, a commercial or comprehensive general liability insurance policy (Bodily Injury and Property Damage) of not less than one million dollars (\$1,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts and omissions of Provider or any officer, agent or employee under this Agreement.
3. Comprehensive Automobile Liability Insurance – Provider shall obtain and maintain during the term of this Agreement, a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on all vehicles used in conjunction with Provider business of not less than three hundred thousand dollars (\$300,000), combined single limit per occurrence.

## F. Nondiscrimination

Provider will not discriminate against employees or applicants for employment because of sex, race, color ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age (over 40), marital status, denial of Family and Medical Care Leave and use of Pregnancy Disability Leave in regard to any position for which the employee or applicant for employment is qualified.

## G. Termination

Either party upon thirty (30) days' advance written notice may terminate this Agreement. In the event of termination by County, Provider shall be paid for work performed to the date of termination as agreed by the parties, or as determined by County's Director of Social Services.

**H. Notification**

Any notice that is given pursuant to the terms of this Agreement shall be deemed to have been given when it is deposited, postage paid, in the United States Mail and addressed to the parties as follows:

Plumas County Department of Social Services  
270 County Hospital Road, Suite 207  
Quincy, CA 95971

Environmental Alternatives Foster Family Agency  
PO Box 3940  
Quincy, CA 95971

**IN WITNESS WHEREOF**, County and Provider have executed this Agreement on the day and year set forth below.

Executed at Quincy, California, County of Plumas, on \_\_\_\_\_.

**By:** \_\_\_\_\_  
Elliott Smart, Director  
Plumas County Department of Social Services

**By:** \_\_\_\_\_  
Jerome Dorris, Executive Director  
Environmental Alternatives Foster Family Agency

**By:** \_\_\_\_\_  
Environmental Alternatives Foster Family Agency

**APPROVED AS TO FORM:**

*Stylen S. Maxwell, Deputy*  
\_\_\_\_\_  
County Counsel

*10/24/12*  
\_\_\_\_\_  
Date



GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff *JFI*

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

## Memorandum

**DATE:** October 17, 2012  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood  
**RE:** Agenda Item for the meeting of November 6, 2012

### RECOMMENDATION:

Approve budget transfer for the Jail in the amount of \$31,096.00 from Regular Wages (51000) to Other Wages (51020).

### BACKGROUND & DISCUSSION:

The FY 12/13 Administrative and Budgetary Controls require transfers within wages and benefits to be approved by the Board of Supervisors.

This is a budget transfer request for the Jail in the amount of \$31,096.00 transferring funds from Regular Wages (51000) to Other Wages (51020).

There are currently four vacant positions full time positions. The Jail has been using extra help and reserves to cover shifts. The salary savings from the vacancies is being transferred to cover the "Other Wages" for the extra help and reserves.

By  
*G. Hagwood*

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

TRANSFER NUMBER  
(Auditor's Use Only)

Department: JAIL Dept. No: 70380 Date 10/17/2012

The reason for this request is (check one):

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

**TRANSFER FROM OR**       **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0001S</u>	<u>70380</u>	<u>51000</u>	<u>REGULAR WAGES</u>	<u>31,096.00</u>
Total (must equal transfer to total)				<u>31,096.00</u>

**TRANSFER TO OR**      **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0001S</u>	<u>70380</u>	<u>51020</u>	<u>OTHER WAGES</u>	<u>31,096.00</u>
Total (must equal transfer to total)				<u>31,096.00</u>

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Transfer to cover shortage in Other Wages

B) Cost savings from vacant full-time positions not yet filled

C) Expenses incurred this fiscal year

D) N/A

Approved by Department Signing Authority: Roni Towery

Approved/ Recommended  Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_ Initials \_\_\_\_\_

**INSTRUCTIONS:**

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

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

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

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

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



# Office of the Sheriff *JF2*

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** October 18, 2012

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood *[Signature]*

**RE:** Agenda Item for the meeting of November 6, 2012

### RECOMMENDATION:

Approve budget transfer for the Sheriff's AB109 budget in the amount of \$16,296.00 from Regular Wages (51000) to Other Wages (51020).

### BACKGROUND & DISCUSSION:

The FY 12/13 Administrative and Budgetary Controls require transfers within wages and benefits to be approved by the Board of Supervisors.

This is a budget transfer request for Sheriff's AB109 budget in the amount of \$16,296.00 transferring funds from Regular Wages (51000) to Other Wages (51020).

The funds were budgeted in Regular Wages in anticipation of full time Correctional Officers being hired. However, the officers worked as extra help employees until they completed Correctional CORE training. This was not considered when the budgets were prepared for FY 12/13 and all funds were budgeted to Regular Wages instead of allocating a portion to Other Wages. Funds are available to cover this transfer request.

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

TRANSFER NUMBER  
(Auditor's Use Only)

Department: AB109 - SHERIFF Dept. No: 70362 Date 10/18/2012

The reason for this request is (check one):

- |    |                                     |   | <u>Approval Required</u> |
|----|-------------------------------------|---|--------------------------|
| A. | <input type="checkbox"/>            | Transfer to/from Contingencies OR between Departments           | Board                    |
| B. | <input type="checkbox"/>            | Supplemental Budgets (including budget reductions)              | Board                    |
| C. | <input checked="" type="checkbox"/> | Transfers to/from or new Fixed Asset, out of a 51XXX            | Board                    |
| D. | <input type="checkbox"/>            | Transfer within Department, except fixed assets, out of a 51XXX | Auditor                  |
| E. | <input type="checkbox"/>            | Establish any new account except fixed assets                   | Auditor                  |

**TRANSFER FROM OR**       **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0017G</u>	<u>70362</u>	<u>51000</u>	<u>REGULAR WAGES</u>	<u>16,296.00</u>
Total (must equal transfer to total)				16,296.00

**TRANSFER TO OR**      **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0017G</u>	<u>70362</u>	<u>51020</u>	<u>OTHER WAGES</u>	<u>16,296.00</u>
Total (must equal transfer to total)				16,296.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Transfer to cover shortage in account

B) Expenses anticipated but were budgeted to wrong account in error

C) Expenses incurred this fiscal year

D) N/A

Approved by Department Signing Authority:

Ron Towery

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_ Initials \_\_\_\_\_

**INSTRUCTIONS:**

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

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

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

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

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



# Office of the Sheriff **2F3**

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** October 25, 2012  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood *GM*  
**RE:** Agenda Item for the meeting of November 6, 2012

### RECOMMENDATION:

Approve budget transfer for the 2011 Homeland Security Grant budget in the amount of \$52,757.00 from Communication Equipment (521250) to fixed asset accounts Software (540412) \$28,000, Repeater Equip/Install (542203) \$13,757 and Computer Hardware (549500) \$11,000.

### BACKGROUND & DISCUSSION:

The FY 12/13 Administrative and Budgetary Controls require transfers to fixed asset accounts to be approved by the Board of Supervisors.

This is a budget transfer request for the 2011 Homeland Security Grant to allow for expenditures as per the grant award agreement.

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

TRANSFER NUMBER  
(Auditor's Use Only)

Department: HOMELAND SECURITY Dept. No: 70344 Date 10/25/2012

The reason for this request is (check one):

- |    |  | <b>Approval Required</b> |
|----|--|--------------------------|
| A. | <input type="checkbox"/> Transfer to/from Contingencies OR between Departments           | Board                    |
| B. | <input type="checkbox"/> Supplemental Budgets (including budget reductions)              | Board                    |
| C. | <input checked="" type="checkbox"/> Transfers to/from or new Fixed Asset, out of a 51XXX | Board                    |
| D. | <input type="checkbox"/> Transfer within Department, except fixed assets, out of a 51XXX | Auditor                  |
| E. | <input type="checkbox"/> Establish any new account except fixed assets                   | Auditor                  |

**TRANSFER FROM OR**       **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0017G</u>	<u>70344</u>	<u>521250</u>	<u>COMMUNICATION EQUIPMENT</u>	<u>52,757.00</u>
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
Total (must equal transfer to total)				<u>52,757.00</u>

**TRANSFER TO OR**      **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0017G</u>	<u>70344</u>	<u>540412</u>	<u>SOFTWARE</u>	<u>28,000.00</u>
<u>0017G</u>	<u>70344</u>	<u>542203</u>	<u>REPEATER EQUIP/INSTALL</u>	<u>13,757.00</u>
<u>0017G</u>	<u>70344</u>	<u>549500</u>	<u>COMPUTER HARDWARE</u>	<u>11,000.00</u>
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
Total (must equal transfer to total)				<u>52,757.00</u>

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Transfer to cover grant expenditures as per grant award

B) Balance of grant award budgeted to single account during budget preparation until grant award details were available

C) Expenses to be incurred this fiscal year and by specified date per grant award

D) N/A

Approved by Department Signing Authority:

Roni Jowery

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_ Initials \_\_\_\_\_

### INSTRUCTIONS:

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

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

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

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

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



# Office of the Sheriff *JF4*

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** October 25, 2012

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood *GJH*

**RE:** Agenda Item for meeting of November 6, 2012

### RECOMMENDATION:

Approve a supplemental budget request in the amount of \$65,217 for the FY 2012 Homeland Security Grant Program.

### BACKGROUND & DISCUSSION:

The Sheriff has received a Notification of Subgrantee Award Approval for the FY 2012 Homeland Security Grant Program. The award amount is \$65,217.

A supplemental budget is required in dept 70386 in order to begin the projects authorized in the grant award agreement and to meet assigned performance milestones assigned to the project.

70386



October 12, 2012

Mr. Gregory Hagwood  
Plumas County  
1400 E. Main Street  
Quincy, CA 95971

**SUBJECT: NOTIFICATION OF SUBGRANTEE AWARD APPROVAL**  
FY 2012 Homeland Security Grant Program (HSGP)  
Grant #2012-SS-00123; Cal EMA 063-00000  
Subgrantee Performance Period: October 12, 2012 to May 31, 2014

Dear Mr. Hagwood:

The California Emergency Management Agency (Cal EMA) has approved your FY 12 Homeland Security Grant Program (HSGP) award in the amount of \$65,217. Once your completed application is received and approved, you may request reimbursement of eligible grant expenditures using the Cal EMA Financial Management Forms Workbook available at [www.calema.ca.gov](http://www.calema.ca.gov).

During the review process, a Cal EMA representative examined and evaluated your FY 12 HSGP grant application. As a result of this review, some of your funded projects may have been assigned performance milestones shorter than the subgrantee performance period, based in part on information provided in your application and submitted workbook. Performance milestones will be used by Cal EMA to both determine the appropriate date to disencumber funds awarded under this grant and redirect them to other needs across the State and as indicators of performance and grant management capacity in future competitive grant applications.

<u>Activities:</u>	<u>Amount</u>	<u>Completion Date</u>
ALL PROJECTS	\$30,000	10/31/13

Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center (EOC) projects, projects requiring Environmental and Historic Preservation (EHP) review and Sole Source Procurement requests will require additional approvals from Cal EMA. Subgrantees must obtain written approval for these activities **prior** to incurring any costs, in order to be reimbursed for any related costs under this grant. Subgrantees are required to obtain a performance bond for any equipment item over \$250,000, or any vehicle, aviation, or watercraft (regardless of the cost) financed with homeland security dollars.

Following acceptance of this award, you must enter your grant information into the US Office of Grants and Training, Grant Reporting Tool (GRT), for the December 2012 Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at <https://www.reporting.odp.dhs.gov/>.

Gregory Hagwood  
October 12, 2012  
Page Two

Semi-annual performance reports must be prepared and submitted to Cal EMA via the GRT for the duration of the grant period or until all activities are completed and the grant is formally closed. Failure to submit performance reports could result in grant reduction, termination, or suspension.

This grant is subject to all policies and provisions of the Federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal EMA.

Your dated signature is required on this letter. Please sign and return the original to your Cal EMA program representative within ten days of receipt, and keep a copy for your files.

For further assistance, please feel free to contact your Cal EMA program representative or the Homeland Security Grants Section at (916) 845-8186.

Sincerely,



**MARK S. GHILARDUCCI**  
Secretary

---

Gregory Hagwood, Authorized Agent  
Plumas County Operational Area

**Resolution of the Board of Supervisors of Plumas County  
Approving Application for the 2012 State Homeland Security Grant**

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

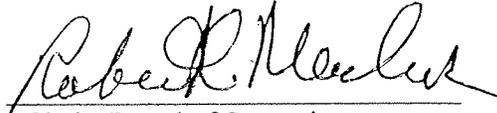
GREGORY HAGWOOD, SHERIFF- CORONER

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining that certain federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California, known as the 2012 State Homeland Security Grant.

Passed and adopted this 7th day of August, 2012

---

Ayes: SUPERVISORS SWOFFORD, THRALL, SIMPSON, KENNEDY, MEACHER  
Noes: NONE  
Absent: NONE

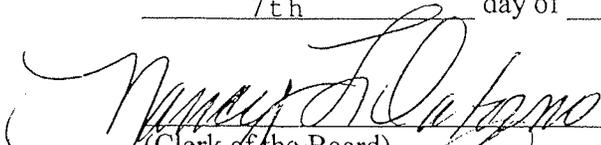
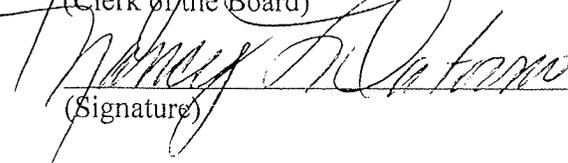
  
Chair- Board of Supervisors

***Certification***

I, NANCY L. DAFORNO, duly appointed,

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

7th day of AUGUST, 2012.

  
(Clerk of the Board)  
  
(Signature)

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

TRANSFER NUMBER  
(Auditor's Use Only)

Department: HOMELAND SECURITY #3 Dept. No: 70386 Date 10/25/2012

The reason for this request is (check one):

- |    |  | <b>Approval Required</b> |
|----|--|--------------------------|
| A. | <input type="checkbox"/> Transfer to/from Contingencies OR between Departments           | Board                    |
| B. | <input checked="" type="checkbox"/> Supplemental Budgets (including budget reductions)   | Board                    |
| C. | <input type="checkbox"/> Transfers to/from or new Fixed Asset, out of a 51XXX            | Board                    |
| D. | <input type="checkbox"/> Transfer within Department, except fixed assets, out of a 51XXX | Auditor                  |
| E. | <input type="checkbox"/> Establish any new account except fixed assets                   | Auditor                  |

**TRANSFER FROM OR**  **SUPPLEMENTAL REVENUE ACCOUNTS**

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

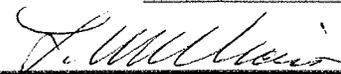
Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0017G</u>	<u>70386</u>	<u>44132</u>	<u>STATE HOMELAND DEFENSE</u>	<u>65,217.00</u>
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Total (must equal transfer to total)				<u>65,217.00</u>

**TRANSFER TO OR**  **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0017G</u>	<u>70386</u>	<u>521250</u>	<u>COMMUNICATION EQUIPMENT</u>	<u>65,217.00</u>
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_____	_____	_____	_____	_____
Total (must equal transfer to total)				<u>65,217.00</u>

Supplemental budget requests require Auditor/Controller's signature



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

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

A) Supplemental budget request for 2012 Homeland Security Grant Award

B) N/A

C) Expenses to be incurred this fiscal year and by specified date per grant award

D) Notification of grant award approval

Approved by Department Signing Authority:

Roni Towery

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_ Initials \_\_\_\_\_

**INSTRUCTIONS:**

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

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

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

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

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



# Office of the Sheriff *2F5*

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** October 25, 2012

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood *GH*

**RE:** Agenda Item for meeting of November 6, 2012

### RECOMMENDATION:

Approve a supplemental budget request in the amount of \$46,637 for the FY 12/13 OHV/OSV Grant Program.

### BACKGROUND & DISCUSSION:

The Sheriff has received a Project Agreement for the FY 12/13 OHV/OSV grant. The award amount is \$46,637.

A supplemental budget is required in dept 70384 in order to comply with the terms and conditions of the grant project agreement.

**PROJECT AGREEMENT**

PROJECT AGREEMENT NUMBER: G11-03-13-L01      PROJECT TYPE: Law Enforcement

GRANTEE: Plumas County Sheriff's Office

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 07/08/2012 THROUGH 07/07/2013

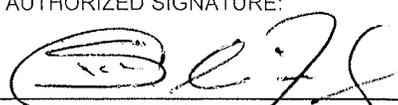
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$46,637.00 (Forty Six Thousand Six Hundred Thirty Seven and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: 	AUTHORIZED SIGNATURE: 
AUTHORIZED NAME: GREG HAGWOOD	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: SHERIFF	TITLE: Grants Manager
DATE: 7/23/12	DATE: 8-17-12

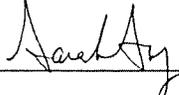
**CERTIFICATION OF FUNDING (FOR STATE USE ONLY)**

CONTRACT NUMBER: C32-16-135		VENDOR NUMBER: 4000000036-00		FUND: Off-Highway Vehicle Trust Fund
INDEX: 1550	OBJECT CODE: 702	PCA: 62667	CONTRACT AMOUNT: 46,637.00	APPROPRIATION: Local Assistance
ITEM: 3790-101-0263		CHAPTER: 33/11	STATUTE: 2011	FISCAL YEAR: <del>2011</del> 2012/2013

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:



8/23/12

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2011/2012  
 Agency: Plumas County Sheriff's Office  
 Application: Law Enforcement

<b>APPLICANT NAME :</b>	Plumas County Sheriff's Office		
<b>PROJECT TITLE :</b>	Law Enforcement	<b>PROJECT NUMBER (Division use only) :</b>	G11-03-13-L01
<b>PROJECT TYPE :</b>	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input type="checkbox"/> Ground Operations <input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input type="checkbox"/> Restoration		
<b>PROJECT DESCRIPTION :</b>	This project is to provide for OHV-related law enforcement activities within the jurisdiction of the Plumas County Sheriff's Office. The activities may include, but are not limited to patrol, barrier installation, maps, search and rescue, and purchase of equipment directly related to such activities.  The grantee is required to provide a minimum of 25 percent of the total project cost in matching funds.		

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Staff</b>						
	Law Enforcement Officers	681.250	61.840	HRS	42,129.00	0.00	42,129.00
	Other-Reserve Officers	200.000	22.540	HRS	4,508.00	0.00	4,508.00
	<b>Total for Staff</b>				<b>46,637.00</b>	<b>0.00</b>	<b>46,637.00</b>
<b>2</b>	<b>Contracts</b>						
<b>3</b>	<b>Materials / Supplies</b>						
	Other-OSV/OHV Supplies	7.000	500.000	EA	0.00	3,500.00	3,500.00
<b>4</b>	<b>Equipment Use Expenses</b>						
	Other-OSV/UTV Maintenance	8.000	582.500	EA	0.00	4,660.00	4,660.00
	Other-Fuel Costs	8.000	485.750	EA	0.00	3,886.00	3,886.00
	<b>Total for Equipment Use Expenses</b>				<b>0.00</b>	<b>8,546.00</b>	<b>8,546.00</b>
<b>5</b>	<b>Equipment Purchases</b>						
	Other-Snowmobile trailer	1.000	3500.000	EA	0.00	3,500.00	3,500.00
<b>6</b>	<b>Others</b>						
	<b>Total Program Expenses</b>				<b>46,637.00</b>	<b>15,546.00</b>	<b>62,183.00</b>
	<b>TOTAL DIRECT EXPENSES</b>				<b>46,637.00</b>	<b>15,546.00</b>	<b>62,183.00</b>

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2011/2012  
 Agency: Plumas County Sheriff's Office  
 Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<b>INDIRECT EXPENSES</b>							
Indirect Costs							
1	Indirect Costs						
Total Indirect Costs					0.00	0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>					0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>					<b>46,637.00</b>	<b>15,546.00</b>	<b>62,183.00</b>
<b>TOTAL PROJECT AWARD</b>					<b>46,637.00</b>		

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

TRANSFER NUMBER

(Auditor's Use Only)

Department: OHV/OSV - SHERIFF Dept. No: 70384 Date 10/25/2012

The reason for this request is (check one):

- |    |                                     |   | <u>Approval Required</u> |
|----|-------------------------------------|---|--------------------------|
| A. | <input type="checkbox"/>            | Transfer to/from Contingencies OR between Departments           | Board                    |
| B. | <input checked="" type="checkbox"/> | Supplemental Budgets (including budget reductions)              | Board                    |
| C. | <input type="checkbox"/>            | Transfers to/from or new Fixed Asset, out of a 51XXX            | Board                    |
| D. | <input type="checkbox"/>            | Transfer within Department, except fixed assets, out of a 51XXX | Auditor                  |
| E. | <input type="checkbox"/>            | Establish any new account except fixed assets                   | Auditor                  |

**TRANSFER FROM OR**       **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0017G</u>	<u>70384</u>	<u>44110</u>	<u>STATE-OHV GRANT SHERIFF</u>	<u>46,637.00</u>
Total (must equal transfer to total)				<u>46,637.00</u>

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0017G</u>	<u>70384</u>	<u>51060</u>	<u>OVERTIME</u>	<u>20,000.00</u>
<u>0017G</u>	<u>70384</u>	<u>51100</u>	<u>FICA/MEDICARE/OASDI</u>	<u>320.00</u>
<u>0017G</u>	<u>70384</u>	<u>521240</u>	<u>TOOLS &amp; EQUIPMENT</u>	<u>26,317.00</u>
Total (must equal transfer to total)				<u>46,637.00</u>

Supplemental budget requests require Auditor/Controller's signature *J. Williams*  
 Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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

A) Supplemental budget request for FY 12/13 OHV/OSV grant award \_\_\_\_\_

B) N/A \_\_\_\_\_

C) Expenses to be incurred this fiscal year and by specified date per grant award \_\_\_\_\_

D) Notification of grant award approval \_\_\_\_\_

Approved by Department Signing Authority: \_\_\_\_\_

*Ron Towery*

\_\_\_\_\_ Approved/ Recommended

\_\_\_\_\_ Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

**INSTRUCTIONS:**

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

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

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

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



Joe Wilson  
Director

**DEPARTMENT OF FACILITY SERVICES**  
198 ANDY'S WAY., QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103



DATE: October 24, 2012

TO: Honorable Board of Supervisors

FROM: Joe Wilson, Director of Facility Services *Joe*

Subject: Consent Agenda Item November 6<sup>th</sup> 2012  
**Approval of Contract with California Generator Service for Emergency Backup Generators**

---

**Background**

Plumas County Facility Services Department has had a service contract with California Generator Services to provide quarterly maintenance on 10 emergency backup generators in 4 communities. The quarterly service contract does not include other emergency repairs that are needed on occasion. These unanticipated repairs often require their own contract. To remedy this problem a combined contract has been prepared in the amount not to exceed \$14,825.00. The Facility Department has the funds budgeted already for this expense.

**Recommendation**

Approve contract and authorize the Chair to sign.

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



## CONSENT AGENDA REQUEST

for the November 6, 2012 meeting of the Board of Supervisors

October 29, 2012

To:                   Honorable Board of Supervisors

From:               Robert Perreault, Director of Public Works

Handwritten signature of Robert A. Perreault in black ink.

Subject:           Request Exemption from the 60-day limit for one (1) Extra Help employee; discussion and possible action.

### BACKGROUND

The Road Department hires “Extra Help employees” as needed to assist with various tasks.

Until recently, the policy for Extra Help employees had been included in the Administrative Controls, as adopted with the annual budget – specifically, tenure was limited to a 60-day employment period unless an exemption was granted by the Board of Supervisors. (Note: previously, that time period was 90 days.)

The Administrative Controls for the adopted FY2012-13 budget do not contain guidance for Extra Help employees.

Presently, Public Works has one (1) Extra Help employee that has worked through her initial 60-day term and had received an additional 60 day extension in September, 2012. Sufficient workload and budget exists to continue employment of the Extra Help employee to serve the needs of the Public Works Department at the Quincy Office. It will be to the benefit of existing project schedules if the Extra Help employee receives an additional extension of 60 days. (Note: the 3 60-day terms would result in no difference than the previous policy in which 2 90-day terms would have been involved.)

### RECOMMENDATION

The Department of Public Works respectfully recommends that the Board of Supervisors approve an additional 60-day exemption for the Extra Help employee that is presently assigned to Public Works headquarters staff.

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



## CONSENT AGENDA REQUEST

for the November 6, 2012 meeting of the Board of Supervisors

October 29, 2012

To:            Honorable Board of Supervisors

From:        Robert Perreault, Director of Public Works

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

Subject:     Purchases of new and used equipment; discussion and possible action.

### BACKGROUND

The FY 2012/13 Public Works budget, approved on October 2, 2012, includes \$1,000,000 for the cost of replacing equipment that has been removed from service or warrants replacement due to age or California Air Resources Board (CARB) compliance issues. In addition to the approved budget amount, Public Works has recently received a grant of \$30,000 from the Northern Sierra Air Quality Management District that will be applied to the cost of the replacement equipment.

This Consent Agenda Request is submitted for three (3) purposes:

1. To provide a status report to the Board of Supervisors in regard to proposed equipment replacement expenditures, thus:

Public Works has recently suffered catastrophic equipment failures of some of our older fleet assets that are required to perform priority tasks. Attached is a list of the equipment that the Department is proposing for replacement during FY12-13. The identified equipment cannot legally be repaired and returned to service without bringing the units into compliance with the C.A.R.B. Diesel Rule, an option that is expensive and not cost effective. It is noted that Public Works staff has located some used equipment from the local Caterpillar dealer that will fulfill some of the needs and fit the budget. All new equipment, with the exception of the Trackless brand snow blower/mower, will be purchased through a public solicitation of competitive bids in accordance with the Plumas County Purchasing Policy.

2. To request authority to make a sole source purchase of a new Trackless brand multi-purpose snow blower with a mower attachment.

The Department is proposing to proceed with a sole source purchase of a new Trackless brand multi-purpose snow blower (with a mower attachment) in accordance with Sections 3-1(l) 3-1(n) of the Plumas County Purchasing Policy. This action is being recommended because the need for future maintenance parts and attachments would be compatible with the Trackless brand snow blower that is already owned by Public Works. The Trackless equipment in our existing fleet was previously purchased as the lowest qualified bid by the Department Public Works.

3. To approve the purchases of equipment as “Fixed Assets,” pursuant to Plumas County Purchasing Policy, Section 1-6,

### **RECOMMENDATION**

The Department of Public Works respectfully recommends that the Board of Supervisors adopt a motion to:

- A. Accept this status report on the purchase of the equipment referenced in this consent agenda request, and
- B. Authorize the Director of Public Works to proceed with a sole source purchase of a new Trackless brand multi-purpose snow blower with a mower attachment in accordance with Sections 3-1(l) and 3-1(n) of the Plumas County Purchasing Policy, and
- C. In accordance with Plumas County Purchasing Policy, Section 1-6, approve purchases of any of the equipment listed in the attachment as “Fixed Assets”

Attachment:

Purchase of New and Used Equipment for the Department of Public Works, October 29, 2012

**Attachment to Consent Agenda Request for  
Purchase of New and Used Equipment for the  
Department of Public Works**

**October 29, 2012**

---

**Small snow blower with mower**

Plumas County is responsible for several roads and alleys that are difficult to plow. The use of a small snow blower has proven to be highly efficient and effective in the removal of snow from these tight spaces.

The snow blower includes a mower attachment that will be used through out the County in the summer months.

This purchase will be a multi-use machine with numerous attachments available for purchase. The Department purchased one of these machines in FY11/12 and it has proven to be an invaluable asset for Public Works.

The new model will replace a 1958 Snow Blower and will be used in the Chester area.

**Recommendation:**

Purchase a Trackless brand multi-purpose snow blower with a mower attachment. Sole source purchase is due to the parts and attachments being compatible with the Trackless brand snow blower all ready owned by Public Works. Trackless was previously awarded as lowest qualified bid by Plumas County Public Works.

The current price is estimated to not exceed \$195,000.

---

**Tack pot**

Currently, most all of the Maintenance Districts in Plumas County have a tack pot for their road repair projects. La Porte is the only District that does not possess a tack pot due to the fact that the 1950 model had to be taken out of service previously for safety reasons.

The La Porte District relies on the other Districts to loan them that piece of equipment when the La Porte crews are scheduled to make road repairs.

**Recommendation:**

Purchase a new 2012 PB Loader 220-PT Tack Distributer or Equivalent equipped with all of the standard features.

The current price is estimated to not exceed \$16,000.

---

### **Plow/Sander Truck**

Equipment Item #31 is a 1990 Ford F-350 Plow/Sander truck that has an odometer reading of 457,054 miles. It is in need of major repairs, estimated to be in excess of \$12,000, to return the truck to service. The plow truck is assigned to the Quincy area and is one of the main line plow trucks that has already provided more service than its life expectancy. Public Works has successfully received a grant of \$30,000 from Northern Sierra Air Quality Management District that will be applied toward a new Plow/Sander Truck.

#### **Recommendation:**

Purchase a new truck equivalent to a F550 or equivalent "turn-key" Plow/Sander truck, rated at 19,000 GVW, as soon as possible.

The current price is estimated to not exceed \$85,000.

---

### **Water Truck**

Equipment Item #128 is a 1980 Ford L9000 water truck that has suffered a major mechanical failure and has been taken out of service. Due to the age of this truck, it is not cost effective to make the necessary repairs. The parts for the transmission are obsolete and it can not be adapted to cost effectively meet C.A.R.B. requirements. It is important that the all Districts have a water truck for fires, dust prevention and maintenance activities.

#### **Recommendation:**

Purchase a used water truck that complies with C.A.R.B. requirements.

The current price is estimated to not exceed \$130,000.

---

### **Excavator**

Equipment Item #404 is a 1982 John Deere Excavator that presently has numerous mechanical issues. The parts are either obsolete or are extremely expensive to purchase, once located. This machine can not be adapted to meet C.A.R.B. requirements.

With the recent fires in Plumas County, several roads will now need to receive additional drainage-related maintenance work. The use of a dependable excavator will be vital to all road reconstruction needs and for other related work.

The excavator will be used County-wide.

#### **Recommendation:**

Replace Unit #404 with a C.A.R.B. compliant equivalent, such as a 320 Caterpillar excavator.

The current price is estimated to not exceed \$200,000.

---

### **Mini Excavator**

Due to the numerous projects that will require the use of a mini excavator, it will be in the best interest of Public Works and the County to purchase a used model mini excavator.

For current and future projects, it would not be cost effective or time efficient to rent such equipment.

#### **Recommendation:**

Authorize Public Works staff to purchase a used mini excavator.

The current price is estimated to not exceed \$75,000.

---

# PLUMAS COUNTY MENTAL HEALTH SERVICES

270 County Hospital Road, Suite 109 Quincy, CA 95971

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



301

*Patricia Leslie*

Patricia Leslie, Interim Director

DATE: OCTOBER 11, 2012  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: PATRICIA LESLIE, INTERIM DIRECTOR  
SUBJ: BOARD AGENDA ITEM FOR NOVEMBER 6, 2012  
RE: STATE HOSPITAL BED PURCHASE

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

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 July 2012 through December 2012.

## **Background and Discussion**

A State of California contract, approved by this Board of Supervisors on August 7 2012, authorizes the Department of Plumas County Mental Health to ensure the delivery of mental health service to indigent and MediCal clients. The term of the contract is July through December 2012 (Agreement Number: 11-73033-000). Plumas County Mental Health (PCMH) provides outpatient mental health specialty services. Additionally, PCMH arranges and pays for, medically necessary and covered acute care (hospitalization) mental health services to beneficiaries (in accordance with Title 9, CCR, Sections 1810.345 and 1810.405 and Title 42 CFR, 438.210). An individual is admissible to an Institution for Mental Disease (IMD) or State Hospital if the individual is in need of acute care due to danger to self, or grave disability, or danger to others due to a mental disorder (as defined in WIC 5150, et seq.) and referred by a county mental health department. The treatment goal for all clients is to restore competency and discharge from the hospital. PCMH authorizes hospitalization and payment of IMD acute care services via Short-Doyle or Lanterman-Petris-Short. PCMH annually plans, based on historical rates, for acute services and budgets for hospitalization rates of 100 bed days at IMDs. PCMH annually manages contracts with IMDs to ensure capacity of service. Historically, few Plumas County beneficiaries have need for highest level of specialty mental health services at State Hospital; and PCMH does not anticipate them in an annual budget. For unanticipated, yet mandated, services PCMH maintains a fund reserve. Currently, Plumas County has one hospitalization at a State Hospital.

## **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 transfer of funds, in the amount of \$111,060.00 from Mental Health reserve to Mental Health operating cash for State Hospitalization inpatient services.

**DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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



301

Gayla S. Trumbo

Human Resources

DATE: October 24, 2012

TO: THE HONORABLE BOARD OF SUPERVISORS

FROM: GAYLA TRUMBO, DIRECTOR OF HUMAN RESOURCES *Gayla Trumbo*

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING  
OF NOVEMBER 6, 2012.  
RE: APPROVE RESOLUTION TO AMEND THE JOB DESCRIPTIONS  
OF WELFARE FRAUD INVESTIGATOR I AND II.

**IT IS RECOMMENDED THAT THE BOARD:**

Approve resolution to amend the job descriptions of Welfare Fraud Investigator I and II

**BACKGROUND AND DISCUSSION:**

The Social Services Director Elliott Smart, received notice that his Welfare Fraud Investigator was retiring. On October 16, 2012, Critical Staffing Committee brought forward a recommendation to refill this position. After the Boards review, the position of Welfare Fraud Investigator was approved to be refilled.

The Human Resources Department has been working with Mr. Smart in reviewing the job descriptions of the Welfare Fraud Investigator I and II. These job descriptions have not been updated since November of 1995. It is important to review job descriptions periodically especially when they have not been updated for numerous years. It is also important before refilling a position, to have the job description as accurate as possible, to provide the correct information to prospective applicants.

During our review, we discovered two minor changes that we agree need to be made. The first change is to whom this employee is to report to. Prior job description language had the employee report to the Social Services Director/Public Guardian/Public Conservator. Mr. Smart has requested this be amended to indicate that the employee is to report to the Program Manager/AFDC/GAIN.

The second change to these job descriptions is to include the notification that all County employees are designated as Disaster Service Workers. It was discovered that many of our employees did not realize that as governmental employees they are designated as disaster service workers. Therefore, we are including the following language in all new job descriptions, as well as, those that we are amending: *"All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency."*

MS  
The drafted job descriptions of the Welfare Fraud Investigator I and II, was provided to Operating Engineers Representative, Gregory Ramirez, for the meet and confer process. Mr. Ramirez responded to me on October 23, 2012, by email, stating that the Union has no issues with the County moving forward on the proposed changes to the job descriptions of Welfare Fraud Investigator I and II.

At this time, I request that the Board approve the resolution amending the job descriptions of the Welfare Fraud Investigator I and II.

Thank you for your time and consideration of this agenda item.

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

**RESOLUTION TO AMEND THE JOB DESCRIPTIONS OF WELFARE FRAUD INVESTIGATOR I AND II**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

**WHEREAS**, the job descriptions of Welfare Fraud Investigator I and II has not been updated since November of 1995; and

**WHEREAS**, a review of the job descriptions of Welfare Fraud Investigator I and II, has been conducted by the Human Resources Director, Gayla Trumbo, and the Director of Social Services, Elliott Smart; and

**WHEREAS**, there is a need to amend the job description to identify that the Welfare Fraud Investigator I or II is to report to the Program Manager/AFDC/GAIN; and

**WHEREAS**, it is also necessary to add language notifying the Welfare Fraud Investigator I and II that they are designated as Disaster Service Workers; and

**WHEREAS**, Operating Engineers Local #3 Representative, Mr. Gregory Ramirez, has reviewed the proposed amended job descriptions for the Welfare Fraud Investigator I and II, and has notified the Human Resources Director, that the Union has no objection.

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

The job descriptions of Welfare Fraud Investigator I and Welfare Fraud Investigator II are hereby amended as recommended by the Human Resources Director.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 6<sup>th</sup> day of November, 2012, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

## **WELFARE FRAUD INVESTIGATOR I**

### **DEFINITION**

Under direction, to conduct investigations relating to suspected fraudulent receipt of aid; to locate and interview persons; to obtain and present facts and evidence to support administrative action or prosecution; to negotiate for and secure repayment of funds fraudulently obtained; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry/trainee level class in the Welfare Fraud Investigator series. Incumbents perform routine in-house case investigations, field investigations, report writings, and fraud prosecutions in accordance with specific instructions and clearly defined guidelines. Incumbents are normally promoted to the Welfare Fraud Investigator II after completion of the on-the-job training. Positions with duties of the least complex, routine and repetitive nature may be permanently allocated at the I level.

### **REPORTS TO**

~~Social Services Director/Public Guardian/Public Conservator.~~

*Program Manager/AFDC/GAIN*

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **WELFARE FRAUD INVESTIGATOR I - 2**

### **EXAMPLES OF DUTIES**

Makes investigations of suspected fraudulent receipt of aid; locates and interviews suspected persons, absent parents, and witnesses; analyzes and evaluates witnesses' testimony; examines a variety of records to secure information concerning suspected violations; contacts and interviews individuals and representatives of business or governmental organizations; gathers, assembles, preserves, and reports facts, statements, or affidavits and other evidence for use in legal action; interprets and explains the provisions of laws, rules or regulations related to the purpose of investigations; makes arrangements for the repayment of funds fraudulently obtained and follows-up to enforce actions for collection of such funds; may serve as a liaison between the Social Services Department, the District Attorney, and the County Counsel; prepares correspondence and reports; may have lead responsibilities.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

## WELFARE FRAUD INVESTIGATOR I - 3

### DESIRABLE QUALIFICATIONS

#### Knowledge of:

- Interviewing techniques.
- Report writing and record keeping.
- Criminal investigation techniques and procedures.

#### Ability to:

- Communicate complex information, both orally and in writing, in a manner that is understandable to others.
- Interview, analyze, and evaluate the statements of witnesses or persons suspected of violations.
- Interpret and apply appropriate provisions of the welfare laws, search and seizure laws, and the legal rights of citizens.
- Write clear and accurate correspondence and reports.
- Perform arithmetical calculations.
- Analyze situations accurately.
- Maintain the confidentiality of case records.
- Deal effectively with citizens and public officials under conditions requiring tact and good judgment.
- Establish and maintain cooperative working relationships.

## WELFARE FRAUD INVESTIGATOR I - 4

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

One (1) year of experience interviewing and independently determining eligibility for public or private social services, medical services, loans, or related programs.

**OR**

Successful completion of a minimum of six (6) semester units of college level course work in criminal investigation techniques and legal aspects of evidence.

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

*All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.*

## WELFARE FRAUD INVESTIGATOR II

### DEFINITION

Under direction, to conduct investigations relating to suspected fraudulent receipt of aid; to locate and interview persons; to obtain and present facts and evidence to support administrative action or prosecution; to negotiate for and secure repayment of funds fraudulently obtained; and to do related work as required.

### DISTINGUISHING CHARACTERISTICS

This is the journey level class in the Welfare Fraud Investigator series. Incumbents work with considerable independence in performance of the full range of fraud investigations. This class is distinguished from Welfare Fraud Investigator I by the performance of a broader range of responsibilities on a more independent basis and requiring P.O.S.T. certification by incumbents. This class has Peace Officer status.

### REPORTS TO

~~Social Services Director/Public Guardian/Public Conservator.~~

*Program Manager/AFDC/GAIN*

### CLASSIFICATIONS DIRECTLY SUPERVISED

None.

## **WELFARE FRAUD INVESTIGATOR II- 2**

### **EXAMPLES OF DUTIES**

Makes investigations of suspected fraudulent receipt of aid; locates and interviews suspected persons, absent parents, and witnesses; analyzes and evaluates witnesses' testimony; examines a variety of records to secure information concerning suspected violations; contacts and interviews individuals and representatives of business or governmental organizations; gathers, assembles, preserves, and reports facts, statements, or affidavits and other evidence for use in legal action; interprets and explains the provisions of laws, rules or regulations related to the purpose of the investigations; makes arrangements for the repayment of funds fraudulently obtained and follows-up to enforce actions for collection of such funds; may serve as a liaison between the Social Service Department, the District Attorney, and the County Counsel Office; presents testimony in court; prepares correspondence and reports; may have lead responsibilities.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

## WELFARE FRAUD INVESTIGATOR II - 3

### DESIRABLE QUALIFICATIONS

#### Knowledge of:

- Interviewing techniques.
- Report writing and record keeping.
- Criminal investigation techniques and procedures.
- Laws and court decisions related to arrests.
- Use and care of firearms.
- Appropriate methods of surveillance; skip tracing methods, and other sources of information used in locating persons or obtaining facts.
- Principles of identification, preservation, and presentation of evidence.
- The legal rights of citizens.

#### Ability to:

- Communicate complex information, both orally and in writing, in a manner that is understandable to others.
- Interview, analyze, and evaluate the statements of witnesses or persons suspected of violations.
- Interpret and apply provisions of the welfare laws, search and seizure laws, and the legal rights of citizens.
- Write clear and accurate correspondence and reports.
- Testify in court.
- Perform arithmetical calculations.
- Analyze situations accurately.
- Demonstrate technical and tactical proficiency in the use of firearms.
- Maintain the confidentiality of case records.
- Gather and document information and evidence by observation, record examination, and interview.
- Deal effectively with citizens and public officials under conditions requiring tact and good judgment.
- Establish and maintain cooperative working relationships.

## WELFARE FRAUD INVESTIGATOR II - 4

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

One (1) year of experience comparable to Welfare Fraud Investigator I in conducting investigations which included locating, observing and interviewing suspected persons and witnesses, writing detailed case reports, and preparing or presenting evidence or information in court.

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

Possession of a valid Basic Certificate issued by the California Peace Officer Standards and Training Commission (P.O.S.T).

An incumbent must maintain current firearms training.

*All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.*

# DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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



302,3

Gayla S. Trumbo

Human Resources

**DATE:** OCTOBER 29, 2012

**TO:** THE HONORABLE BOARD OF SUPERVISORS

**FROM:** GAYLA TRUMBO, DIRECTOR OF HUMAN RESOURCES

A handwritten signature in cursive script that reads "Gayla Trumbo".

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING  
OF NOVEMBER 6, 2012.

**RE:** 1. APPROVE RESOLUTION TO ADD THE JOB DESCRIPTION OF  
ALTERNATIVE SENTENCING COORDINATOR TO THE CLASSIFICATION AND  
SALARY PLAN.  
2. APPROVE RESOLUTION TO AMEND THE POSITION ALLOCATION FOR 2012-  
2013 TO INCLUDE 1.0 FTE ALTERNATIVE SENTENCING COORDINATOR WITHIN  
THE DISTRICT ATTORNEY/SLESF CHAPTER 134 BUDGET.

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## IT IS RECOMMENDED THAT THE BOARD:

1. Approve resolution to add the job description of the Alternative Sentencing Coordinator to the Classification and Salary Plan of Plumas County.
2. Approve resolution to amend the position allocation for 2012-2013 to include 1.0 FTE Alternative Sentencing Coordinator within the District Attorney/SLESF Chapter 134 Budget.

## BACKGROUND AND DISCUSSION:

On October 9, 2012, District Attorney David Hollister, brought before you two requests. The first request was "Extend the employment of an extra help employee working for Drug Court Realignment and the Community Corrections Partnership (CCP) until a permanent position can be created and filled." The second request was "Approve a Supplemental Budget of \$54,109 with revenue from the Community Corrections Partnership and Drug Court Realignment for the Alternative Sentencing Coordinator and related Services and Supplies." Within the background of this agenda item; it was stated that the extension of the extra help employee was to allow time to complete the creation of the new position of Alternative Sentencing Coordinator. It also stated that by the approval of the supplemental budget, the District Attorney's Department would have the funding for the payroll that it had already incurred with the extra help position; and the future payroll expense and benefits of the new position for the fiscal year 2012-2013. Both of these items were approved during this agenda item on October 9, 2012.

Before you today is the proposed job description of Alternative Sentencing Coordinator at the salary range of 1728. This classification will be responsible for the administration and coordination of the Plumas County's collaborative justice programs, including Adult Drug Court and other court mandated treatment programs under

the Criminal Justice Realignment. This position will also be responsible for certain victim services related to AB109. This position will provide administrative leadership; and represents these programs with state and other governmental agencies, local and community organizations. They will also work closely with the Judge, CCP, Public Defenders, Probation and a variety of treatment and service providers. You will find the job description attached to this agenda item for your convenience and review.

The job description was provided to the Union Representative, Gregory Ramirez for review and to address any issues. The Union has no objections or issue with the County moving forward to include this position within our position and salary classification plan.

The last step in establishing this new classification is to amend the 2012-2013, Position Allocation to include 1.0 FTE Alternative Sentencing Coordinator to the District Attorney/SLESF Chapter 134 Department. To amend the Position Allocation that was established with the approval of the final budget, a resolution must be approved by the Board. Before you today is a resolution to establish this addition to the Position Allocation for 2012-2013.

At this time, we request that the Board approve the resolution establishing the job and salary classification of Alternative Sentencing Coordinator at the salary range of 1728. In addition we request that the Board also approve the resolution adding 1.0 FTE Alternative Sentencing Coordinator to the District Attorney/SLESF Chapter 134 Department.

Thank you for your consideration into this agenda item.

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

**RESOLUTION TO ADOPT THE JOB DESCRIPTION OF ALTERNATIVE SENTENCING COORDINATOR**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and  
**WHEREAS**, due to AB109 and Drug Court requirements the need has arisen to establish a classification that is responsible for administration, coordination, grant funding, fiscal activities and other high lever tasks for the mandated treatment programs ordered by the Superior Court Judge, and for AB109 victim services; and  
**WHEREAS**, the District Attorney, members of the Community Corrections Partnership, has worked with the Human Resources Director, Gayla Trumbo, to establish a new job description and salary classification at range 1728; and  
**WHEREAS**, on October 9, 2012, the Board approved a supplemental budget that established the wage and benefits into the District Attorney's Department 70307 for this position; and  
**WHEREAS**, Operating Engineers Representative, Mr. Gregory Ramirez, has reviewed the job description and salary classification for the Alternative Sentencing Coordinator and has no issue in moving forward.

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

The County's classification plan is hereby amended to reflect the addition of Alternative Sentencing Coordinator, range 1728 as presented to the Board.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 6<sup>th</sup> day of November, 2012 by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

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

**RESOLUTION TO AMEND THE PLUMAS COUNTY POSITION ALLOCATION FOR BUDGET YEAR 2012-2013 TO INCLUDE 1.0 FTE ALTERNATIVE SENTENCING COORDINATOR WITHIN THE DEPARTMENTS OF 70307 DISTRICT ATTORNEY - SLESF**

**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**, it has been determined that there is a need to create a new position entitled Alternative Sentencing Coordinator; and

**WHEREAS**, it is necessary to amend the 2012-2013 Position Control to reflect the addition of 1.0 FTE Alternative Sentencing Coordinator to department #70307 District Attorney/SLESF.

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

1. Approve the amendments to the Position Allocation for budget year 2012-2013 to reflect the following:

<u>District Attorney/SLESF - 70307</u>	<u>FROM</u>	<u>TO</u>
Alternative Sentencing Coordinator	.00	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 6th day of November, 2012 by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Executive Clerk/Board of Supervisors

## **ALTERNATIVE SENTENCING COORDINATOR**

### **DEFINITION**

Under general direction administrates, plans, organizes, and supervises the functions, services, and programs of the Plumas County's collaborative justice programs, including the Plumas County Adult Drug Court and a variety of alternative sentencing programs under Criminal Justice Realignment as assigned; responsible for the administration of mandated treatment programs and the delivery of services; responsible for certain victim services related to AB109; provides Administrative leadership; represents these programs with state, local and community organizations and other government agencies; and does related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This position has responsibility for the administration and coordination of the Plumas County's collaborative justice programs, which include Adult Drug Court and other court mandated treatment programs under Criminal Justice Realignment. The incumbent works closely with the Community Corrections Partnership and the Drug Court Treatment Team and the Drug Court Policy Committee in the development and administration of Plumas County Court Mandated Treatment Programs. This position represents the District Attorney in a variety of services provided to the victims of crime.

### **REPORTS TO**

The District Attorney, as well as the Community Corrections Partnership and the Plumas County Adult Drug Court Partnership under District Attorney supervision.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

Community Care Case Manager, Office Assistant, Grant Compliance Officer and Grant Compliance Assistant, Administrative Assistant I and II, Fiscal and Technical Services Assistant I, II and III and Legal Services Assistant I and II.

## ALTERNATIVE SENTENCING COORDINATOR - 2

### EXAMPLES OF DUTIES

- Works closely with the Community Corrections Partnership, the Adult Drug Court Partnership, and relevant committee and workgroups.
- The Coordinator will assist various treatment programs with the monitoring and evaluation when appropriate
- Assists with recruitment, staffing and selection of personnel.
- Supervises, trains, and schedules staff and volunteers.
- Establishes standards for programs.
- Provides leadership, and consultation to staff in the resolution of difficult questions or problems.
- Assists with the development of program plans.
- Serves as the project officer for programs and services and is responsible for the submission of all program and fiscal reports.
- Assists in seeking funding sources, responding to grant applications, implementing and monitoring grant funds and providing fiscal, narrative and statistical information as required by the funding source to ensure the ongoing operation of the mandated treatment programs.
- Plans and develops work plans related to collaborative justice projects in consultation with collaborative justice partners and communities.
- Is responsible for the preparation of an annual report to include number of participants, graduates, recidivism rates, changes in programs.
- Develops policies and procedures.
- Prepares and develops the budget and monitors financial reports.
- Monitors staff and contractor effectiveness.
- Provides training and education for community organizations and assists in event coordination, planning and implementation.
- Acts as liaison with community groups, and State, Federal and local agencies.
- Analyzes and makes recommendations regarding the effectiveness of programs and conducts reviews for appropriate utilization of services from admission through discharge.
- Evaluates client satisfaction and quality of care provided by to participants of collaborative justice programs, including the Plumas County Adult Drug Court Program, AB109 funded Behavioral Health services, and ancillary services serving participants in collaborative justice programs.
- Participates in policy development and implementation.
- Manages grant compliance.
- Conducts community assessments and presentations.
- Implements specific programs or program components.
- Keep statistics and provides records and reports to authorized agencies.

## **ALTERNATIVE SENTENCING COORDINATOR – 3**

### **EXAMPLES OF DUTIES- continued**

- Serves as liaison between prosecutors within the District Attorney's Office and the victims of crime in both pre- and post-conviction cases.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal and written communication; use of office equipment including computers, various media & educational tools, telephones, calculators, copiers and FAX; driving throughout the County and travel to some conferences.

### **TYPICAL WORKING CONDITIONS**

Work is performed equally in the community and in an office environment; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Modern methods of assessing, planning, designing and evaluation of mandated treatment court programs.
- Federal, State and local laws, regulations, policies and standards pertaining to drug courts.
- Community organization and development principles and practices.
- Methods and techniques for providing training and education to individuals, groups and the community.
- Methods of program monitoring and evaluation.
- Budget development and control.
- Principles of supervision, training, and employee evaluation.

#### **Ability to:**

- Plan, organize, develop and implement programs and services.
- Assign, schedule, supervise and evaluate staff.

## ALTERNATIVE SENTENCING COORDINATOR – 4

### Ability to continued:

- Develop budgets and control expenditures.
- Interpret, apply and explain Federal, State and local laws, regulations, policies and procedures.
- Establish and maintain cooperative working relationships and mediate disputes among the various agencies involved in these programs.

**Training and Experience:** Any combination of training and experience, which would likely provide the required knowledge and abilities, is qualifying. A typical way to obtain the required knowledge and abilities would be:

Five (5) years experience in administration or implementation of drug courts or similar programs, which include at least (2) years of management responsibility, program planning, administration and supervision.

Equivalent to graduation from a recognized college or university with a Bachelor's Degree in Criminal Justice, Public Administration, Human Services, Counseling, Psychology or Sociology or a related field.

**Desirable Qualification:** Some clinical training and experience in Substance Abuse or Mental Health Counseling, Social Work, or other experience in a clinical setting is desirable.

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

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

3E

PLUMAS COUNTY CRITICAL STAFFING  
COMMITTEE  
Robert Meacher and Gayla Trumbo

DATE: October 26, 2012

TO: The Honorable Board of Supervisors

FROM: Critical Staffing Committee

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF NOVEMBER 6, 2012.  
RE: CRITICAL STAFFING REPORT AND POSSIBLE ACTION TO THE FOLLOWING REQUEST:

- a) APPROVAL TO FILL THE POSITIONS OF 1.0 FTE COMMUNITY CARE CASE MANAGER; AND 1.0 FTE INFORMATION SYSTEM TECHNICIAN WITHIN THE MENTAL HEALTH DEPARTMENT.
- b) APPROVAL TO FILL THE POSITION OF .75 FTE MANAGEMENT ANALYST I/II; AND .50 FTE HEALTH EDUCATION SPECIALIST WITHIN THE HEALTH DEPARTMENT.
- c) APPROVAL TO FILL THE POSITIONS OF .6875 FTE ASSISTANT COOK; AND .6875 FTE HEAD COOK WITHIN THE PUBLIC HEALTH- SENIOR NUTRITION DEPARTMENT.
- d) APPROVAL TO FILL THE POSITION OF 1.0 FTE ALTERNATIVE SENTENCING COORDINATOR WITHIN THE DISTRICT ATTORNEY'S DEPARTMENT.

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**RECOMMENDED THAT THE BOARD:**

Approve recommendation of Critical Staffing to fill the following positions:

1.0 FTE Community Care Case Manager, 1.0 FTE Information System Technician, .75 FTE Management Analyst I/II, .50 FTE Health Education Specialist, .6875 FTE Assistant Cook, .6875 FTE Head Cook, and 1.0 FTE Alternative Sentencing Coordinator.

**BACKGROUND AND DISCUSSION**

Critical Staffing Committee received seven requests to fill positions within the departments of Mental Health, Public Health, Senior Nutrition and the District Attorney.

The Mental Health Department has requested to fill two full time positions. The first is a Community Care Case Manager position. This position was originally filled by an extra help appointment, due to the initial belief that it was to fill a temporary need for services focusing on the youth of our County. However, the department is experiencing increases in referrals for specialty mental health services for Medi-Cal eligible youth. With the stress on families, loss of jobs, loss of medical insurance, etc., and State mandate to transfer children from Healthy Families Insurance into Medi-Cal; it is understandable that there is a need for services to our youth. The Mental Health Department anticipates the service need to our youth will continue to increase for several years. Due to this factor, it is felt to be in the best interest of this program,

and the Department to move forward in filling this position. This position is allocated and funded for fiscal year 2012-2013. The Mental Health Department is not expecting to seek additional funding from the General Fund other than the mandatory minimum annual total contribution that averages approximately \$11,000.00.

The second position within the Mental Health Department is a full time Information Technology Technician. To be in compliance with Federal government mandates the Mental Health Department accomplished Stage I, of moving from a paper health records system to electronic/digital health records system. The Mental Health Department is now in Stage II of this Federal Mandate. Stage II requires additional transformational changes including accountable care; complying with new ICD-10 coding language; demonstrate meaningful use of Employee Health Records (EHR) with services (a program of analytics); due diligence for safety of the electronic data and minimize risk of data breach. These changes along with all other regulations within this mandate must be met by July 1, 2014, to be in compliance. The Mental Health Department and the Health Information Technology contractor, agree that it is pertinent that there be an in-house staff person working collaboratively with contractor to attain and maintain compliance with all the applicable regulations of this mandate.

The allocation of 1.0 FTE Information Technology Technician is included within the 2012-2013 position allocation for the Mental Health Department. This position as with the Community Care Case Manager does not seek funding from the General Fund other than the mandatory minimum annual total contribution that averages approximately \$11,000.00.

The Health Department has requested to fill two positions. The first position is a .75 FTE Management Analyst I/II. This position is funded by Emergency Preparedness Grant and by the Medi-Cal Administrative Activities (MAA) and National Association of County & City Health Officials Grant. In the past, the Health Department has contracted out their MAA coordination and billing. With the increases to these areas and the increase in revenue, it now would be beneficial, and cost savings if the Health Department now completes these tasks in-house. This position would also serve as the Health agency's named MAA Coordinator with the State and the Accreditation Coordinator required for the Public Health Accreditation. A process Public Health has already begun and plans to complete within the next 18 months. The position is allocated in the 2012-2013 fiscal year and is fully funded by grant contracts for 2012-2013 fiscal year.

The second position request involves filling a .50 FTE Health Education Specialist position. This position is funded by Maternal Child Health and the Child Health and Disability Programs; and will provide the dental component in the work plans required for the delivery of both programs. The majority of the funding for this position falls under the Maternal Child Adolescent Health grant that is a multi-year grant. The balance will be paid out of Child Health and Disability Program.

The Health/Senior Nutrition Department has request to fill a .6875 FTE Assistant Cook and a .6875 FTE Head Cook at the Quincy site. The Head Cook position and the Assistant Cook position is funded 46% by the Area Agency on Aging/USDA, 28% General Fund and the remainder is funded by donations.

During the budget process for 2012-2013, a reduction was made to the General Fund contribution to this program. As a result of this reduction, the Greenville site was changed to a satellite site. The meals for the Greenville site are now being prepared by the Quincy site staff and delivered to Greenville. Currently both of these positions are being filled by temporary help. Though the temporary appoints are completing the duties; it is very difficult to maintain staff with a temporary appointment. Therefore, at this time, the department would like to stabilize the

Quincy site by filling these two positions. Both positions are allocated and funded within the 2012-2013 budget.

The District Attorney request is for a 1.0 FTE Alternative Sentencing Coordinator. This is a new classification of which is also on today's agenda for approval. The Board will recall that on October 9, 2012, District Attorney David Hollister brought forward a request to extend the employment of an Extra Help employee working for Drug Court Realignment and the Community Corrections Partnership (CCP) until a permanent position can be created and filled. The position of Alternative Sentencing Coordinator is required by AB109 and Drug Court requirements and is funded by these programs. There is no General fund dollars to support this position. This agenda item also included a supplemental budget establishing funding into regular wages and other benefit accounts for this position.

To complete this process, the Human Resources Director brought forward to you earlier today for approval two resolutions. The first resolution was to establish the job and salary classification for the position of Alternative Sentencing Coordinator. The second resolution was to amend the Position Control for 2012-2013 to include 1.0 FTE Alternative Sentencing Coordinator under the District Attorney's Department 70301. The recommendation of the Critical Staffing Committee is the last step necessary to fill this position.

At this time, it is the recommendation of the Critical Staffing Committee to fill all requested positions brought forward to you today.

# PLUMAS COUNTY MENTAL HEALTH SERVICES

270 County Hospital Road, Suite 109 Quincy, CA 95971

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



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Patricia Leslie, Interim Director

October 11, 2012

To: Gayla Trumbo, Director of Human Resources

From: Pat Leslie, Interim Director

Re: request for Critical Staff review of two FTE

This is a request for Critical Staffing Committee review and approval for personnel needs for two new positions. Enclosed are this department's responses to the Critical Staffing Questions. Plumas County Mental Health is seeking agreement for two budgeted FY 12/13 full-time equivalent positions. One position is for a Community Care Case Manager, to provide specialty mental health service to youth; and the other position is for a departmental Information Technician with skills for maintenance of the department's electronic health record system. Both of the service needs are current, and will be sustained and ongoing, and the personnel need is urgent.

## CRITICAL STAFFING QUESTIONS

Department: Mental Health (MHD)  
Position: Community Care Case Manager  
Vacancy Date: temporary employee  
Date: October 5, 2012  
Requestor: Pat Leslie, Interim Director

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

The County Board of Supervisors approved an Agreement with the State of California for services and resources in the provision of specialty mental health service for adults and youth. Plumas County is obligated with this Agreement to “ensure an adequate number of providers and appropriate types of providers by considering: 1) The anticipated number of Medi-Cal eligible clients. 2) The expected utilization of services, taking into account the characteristics and mental health needs of beneficiaries pursuant to Title 42, CFT, 438.207(b). 3) The expected number and types of providers in terms of training and experience needed to meet expected utilization. 4) The geographic location of providers and their accessibility to beneficiaries, considering distance, travel time, means of transportation ordinarily used by Medi-Cal beneficiaries, and physical access for disabled beneficiaries.”

Case Management services are treatment and can be provided to eligible individuals, as identified through clinical assessment. For several years, this department has met service needs with an average of 5 FTE Community Care Case Managers. The Department’s current case managers are serving full loads of client services. To address what was initially believed to be a temporary need for youth service increase, the MHD responded with the hire of a temporary Case Manager. Yet, Plumas County’s experience of increased referrals for specialty mental health services for Medi-Cal eligible youth has maintained. This sustained growth of youth referrals is representative of political and economic change in the community, including: a State mandate to transfer children from Healthy Families Insurance into Medi-Cal; and the continuing depressed economy (applying stress on families, and loss of medical insurance, etc). With these larger system changes affecting the level of need for youth services, this MHD anticipates the service need to continue and not plateau for several years.

This FTE of an additional Community Care Case Manager is necessary to assure mental health service delivery, to Medi-Cal eligible children.

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

This position fills a critical community need that provides levels of care that decrease the risk of behaviors that might put individuals (youth & families), mental health staff and community members at risk of harm. At implementation, additional case management services may include behavioral treatment, substance abuse avoidance, brokerage and linkage, education of mental illness, and high level of partnership and reporting to the school-based partners and families. This position is an added allocation.

- **How long has the position been vacant?**

The department experienced a vacancy, due to retirement, of an allocated Case Manager position. Initially, the department opted to meet the service need with part-time temporary staff to maintain service and assess the workload. The continuous demand for service justifies an increase in the service time (to full-time), and in the permanency of a one FTE position.

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

There is no general fund contribution to this Case Manager position. This FTE allocation is fully budgeted with Mental Health Services, and Mental Health Services Act funding.

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

The MHDs staffing levels are consistent with that of other small county mental health services.

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

Without filling an additional Case Manager allocation, the following will predictably not be met. Serving youth with case management typically accommodates 5 participants, 5 days per week, with an average caseload of 15 children. Thus, these children will have to remain unserved, and at the least "wait" for their specialty health care service. The geographic location of this current service need from specialty mental health providers is largely in the Eastern portion of Plumas County (Portola, Graeagle, etc); thus, the MHP will not be in compliance with regulations (cited in initial paragraph) to 1) anticipate number of Medi-Cal eligible clients. 2) take into account the characteristics and mental health needs of beneficiaries pursuant to Title 42, CFT, 438.207(b). 3) The expected number and types of providers in terms of training and experience needed to meet expected utilization. 4) The geographic location of providers and

their accessibility to beneficiaries, considering distance, travel time, means of transportation ordinarily used by Medi-Cal beneficiaries, and physical access for disabled beneficiaries.

- **What negative fiscal impact will the County suffer if the position is not filled prior to the next budget year?**

Case management services contribute significantly to positive client outcomes, such as: the attainment of emotional stability within the youth; the youth's improved capacity to be participatory and cooperative within school environment; reduced risk of out of county residential placement; reduced risk of specialty hospitalization treatment; and avoidance/reduction with juvenile justice. This position plays a critical role in assuring the health and safety of youth and the community.

Without this position other employees will be forced to manage youth with behavior problems and uncontrolled mental illness symptoms; thus causing stress and staff burnout in the mental health and social services arenas and potentially significant law enforcement and judicial involvement. This increases the potential for direct costs to the County including but not limited to: 1) Workers Comp claims, 2) Work related stress claims, 3) Increase sick leave, 4) Stress related practice errors and liability claims, 5) Poor treatment outcomes 6) Poor work performance leading to audit errors and Federal and State recovery of funds; and 7) use of the public safety and judicial systems.

- **A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?**

The mental health contribution of funds for this position are recovered almost completely through billings to Medi-Cal and are, when necessary, supplemented by Mental Health realignment funding. The MHD has significant reserves to address a catastrophic fund loss. If necessary the department would utilize reserves over a 6-12 month period to transition to a balanced supportable departmental budget. The MHD has historically, and plans to continue with, adjustment of FTEs to avoid budget shortfalls and to rebalance its budget and or to build a reserve. Funding for this position is assured at this time, and future years are dependent on the state budget.

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

No, the MHD always anticipates audit exceptions due to the political and partial subjective nature of service billing audits. It maintains reserves to assure that

## CRITICAL STAFFING QUESTIONS

Department: Mental Health (MHD)  
Position: Information Technology  
Vacancy Date: temporary employee  
Date: October 5, 2012  
Requestor: Pat Leslie, Interim Director

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

Over the past year the MHD has moved away from paper health records, to electronic/digital health records, as a Federal government mandate. This initial change, known as Stage I, required providers to identify and implement an electronic health record (EHR) system and increase use of ePrescribe. Intended outcomes for this transformation is that uniform business practices will apply to the health care industry, resulting in all diagnosis and billing codes be universal; and health data management will lead to both improved population health and individual health outcomes, make health care affordable, improve healthcare patient safety, increase efficiency, and enhance patient-centric care. A personnel risk for this rapid change in health data management is the ability of health care providers to secure and keep qualified workforce, which is in limited supply, with the required skill sets for health information technology (HIT). At the outset of the MHD's planning for this transition, Plumas County contracted with a specialty HIT provider (Kings View Corporation) for the infrastructure set-up and implementation of an EHR. The MHD has achieved the one year anniversary of implementation and is moving into Stage II of the Federal transformation project.

Stage II requires this MHP to make additional transformational changes including: "accountable care"; comply with new ICD-10 coding language; demonstrate meaningful use of the EHR with services (a program of analytics); continue to provide due diligence for safety of this electronic data and minimize risk of data breach, etc; improve integrated health record (federal government wants one health record –physical, dental, vision, mental health, etc. for each person); and support user interface (provider to provider, and provider to individual); and address federal healthcare reform requirements. All of these regulatory provisions must be met by July 1, 2014 and then maintained. The MHD has identified, and the HIT contractor is in agreement, that personnel in-house (within MHD) for Health Information Technology, working in collaboration with the management information support (MIS) provided by a contractor, is a required resource to attain compliance with all the applicable regulations.

This FTE of a new allocation (Information Systems Technician) is necessary to assure mental health regulation compliance and in order to acquire reimbursement for services from both Federal and State government.

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

This position fills a critical manpower need for the sustainability of the MHD, for continuous cash flow, and minimization of risk of potential penalties and fines that may be applied to the county general funds.

- **How long has the position been vacant?**

The MHD is seeking the allocation of a new Information Systems Technician.

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

There is no general fund contribution to this Information Systems Technician allocation. The 1 FTE position is fully budgeted with Mental Health Services, and Mental Health Services Act funding.

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

The MHDs staffing levels are consistent with that of other small county mental health services. Individuals skilled for careers in HIT are limited and find a highly competitive market (mostly with corporate hospitals) for their skills with information technology, analytics, ability to train staff and trouble shoot work flow problems as well as IT.

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

This position plays a critical role in assuring that the MHD can be sustained to perform services for the health and safety of the community.

Follow the objectives of regulations and county EHR program; and monitor for and avoid risks (breaches of disclosure of protected health information, fines, financial penalties, etc.). Additional duties included in this position are to ensure the full functional capacity of the telepsychiatry project.

- **What negative fiscal impact will the County suffer if the position is not filled prior to the next budget year?**

Non-compliance with federal and state regulations, to record and submit monthly billing cycles via EHR, will make it improbable for the MHD to be sustained as an approved health care entity and from those funding resources; thus forcing difficult decisions upon Plumas County about service provision and financial support (potentially from the general fund).

- **A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?**

The MHD has significant reserves to address a catastrophic fund loss. If necessary the department would utilize reserves over a 6-12 month period to transition to a balanced supportable departmental budget. The MHD has historically, and plans to continue with, adjustment of FTEs to avoid budget shortfalls and to rebalance its budget and or to build a reserve. Funding for this position is assured at this time, and future years are dependent on the state budget.

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

No, the MHD always anticipates audit exceptions due to the political and partial subjective nature of service billing audits. It maintains reserves to assure that *typical* audit losses and billing exceptions can be absorbed without impacting the balance of its budget.

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

The Department is always open to the potential elimination or temporary loss of FTEs but seeks to avoid losses by a conservative budget approach and an aggressive revenue strategy. Thus, the MHD does not anticipate the elimination of the position. The mental health contribution of funds for the Information Technician are covered with Mental Health realignment, Medi-Cal, and Mental Health Services Act.

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

The MHD does not intend to seek General Fund dollars beyond the mandatory minimum annual total contribution that averages approximately 11K.

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

The MHD does have a financial reserve. The MHD reserve activity has reflected principle and interest growth over the past several years slowing to primarily interest growth. The department's current budget reserve exceeds its annual budget expenditure; thus, the department should remain stable over the next two years and beyond.

*typical* audit losses and billing exceptions can be absorbed without impacting the balance of its budget.

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

The Department is always open to the potential elimination or temporary loss of FTEs but seeks to avoid losses by a conservative budget approach and an aggressive revenue strategy. Thus, the MHD does not anticipate the elimination of the position.

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

The MHD does not intend to seek GF dollars other than the mandatory minimum annual total contribution that averages approximately 11K.

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

The MHD does have a financial reserve. The MHD reserve activity has reflected principle and interest growth over the past several years slowing to primarily interest growth. The department's current budget reserve exceeds its annual budget expenditure; thus, the department should remain stable over the next two years and beyond.

CRITICAL STAFFING COMMITTEE  
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: Oct. 23, 2012

DEPARTMENT TITLE: Public Health

BUDGET CODE(S) AND BREAKDOWN FOR REQUESTED POSITION: 70561 33% 70560 67%

POSITION TITLES: .75 FTE Management Analyst II/III

ARE POSITIONS CURRENTLY ALLOCATED? YES  NO

<b>For Committee use only</b>
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Date of Committee Review: \_\_\_\_\_

Determination of Committee? \_\_\_\_\_ Recommended  
\_\_\_\_\_ Not Recommended

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date to Board of Supervisors: \_\_\_\_\_

Board Action: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Board Modifications \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date returned to Department: \_\_\_\_\_

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

### 1. Management Analyst II/III -

This is a .75 FTE position that would be funded 33% by our Public Health Emergency Preparedness grant, 53% by the Medi-Cal Administrative Activities (MAA), and 14% by our National Assoc. of County & City Health Officials grant. In past years we have contracted out our MAA coordination and billing, paying the contractor 10% of the revenues earned in the program. As we have grown the revenues in the MAA program by a factor of three, bringing the position in-house will create a savings for the agency as well as allow the position assigned to the MAA program to also work to meet other agency programs and projects. The position will serve as the agency's named MAA Coordinator with the state and also the Accreditation Coordinator required for Public Health Accreditation, a process we have already begun and plan to complete within the next 18 months.

- Can the department use other wages until the next budget cycle?

*All positions are budgeted and funded in the current year. Any positions that are not filled permanently could be filled by extra help by moving regular wages to other wages. To realize savings over the prior contract, this position has been filled by extra help, pending approval of the department budget and personnel allocation (approved in September), approval by the Critical Staffing Committee, and finally, approval by the Board of Supervisors.*

- What are staffing levels at other counties for similar departments and/or positions?
- What core function will be impacted without filling the position prior to July 1?
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

N/A

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

No.

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

No.

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

*N/A. All positions requested are fully funded by contract for the 12-13 fiscal year. Filling these positions helps PCPHA draw down grant revenue, which in turn helps support the county general fund by over \$400,000 dollars in overhead payments. Public Health has never received or projected a GF contribution, with the exception of a Maintenance of Effort required by legislation.*

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

Yes. *The cash reserves are as follows:*

09/10	\$553,774
10/11	\$556,400
11/12	\$559,308



## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

1. *Health Education Specialist* - This position is funded by the Maternal Child Health and the Child Health and Disability Programs. These are federal funds passed through the state as categorical grants to every county. They are stable funding streams that we anticipate to have far into the future. This .50 position will provide the dental component in the workplans reequired for the delivery of both programs. This position has been filled by an extra help employee for the past few years.

- Can the department use other wages until the next budget cycle?

*All positions are budgeted and funded in the current year. Any positions that are not filled permanently could be filled by extra help by moving regular wages to other wages. However, we have utilized an extra help position for more than a year.*

- What are staffing levels at other counties for similar departments and/or positions?
- What core function will be impacted without filling the position prior to July 1?
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

*Funding cuts have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our*

*clients perceive little or no difference in the scope of services they receive. Our current and potential budget reductions will not impact other county departments at this time. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.*

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

*No.*

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

*No.*

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

*N/A. Position requested is fully funded by a state contract for the 12-13 fiscal year. Oral Health components are also in the 5-year scope of work in the Maternal Child Adolescent Health grant, which funds most of this position. Filling this position helps PCPHA draw down grant revenue, which in turn helps support the county general fund by over \$400,000 dollars in overhead payments.*

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

*Yes. The cash reserves are as follows:*

<i>09/10</i>	<i>\$553,774</i>
<i>10/11</i>	<i>\$556,400</i>
<i>11/12</i>	<i>\$559,308</i>



## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED

- Is there a legitimate business, statutory or financial justification to fill the position?
  - Why is it critical that this position be filled at this time?
  - How long has the position been vacant?
1. Asst. Cook - Plumas County Senior Nutrition provides low cost nutritious meals and transportation services to senior clients. The *Senior Nutrition Program is funded 46% by the Area Agency on Aging/USDA, 28% comes from the general fund, and the remainder is funded by donations. Extra help personnel have been filling this position for over a year. The permanent position has been allocated for this fiscal year, so we wish to fill the position with a permanent employee at the Quincy site.*
- Can the department use other wages until the next budget cycle?

*See above. All positions are budgeted and funded in the current year. Any positions that are not filled permanently could be filled by extra help by moving regular wages to other wages*

- What are staffing levels at other counties for similar departments and/or positions?  
Because of its geographic layout, Plumas County Senior Nutrition is unique in its delivery of this program. We have four sites, one in Portola, Quincy, Greenville and Chester. Greenville will become a satellite site in November 2012, with the Quincy Site increasing its productivity to make Greenville meals. Larger urban areas have one central location that would service the whole vicinity. We have 3 personnel at each site who prepare 30-50 meals per day.
- What core function will be impacted without filling the position prior to July 1?  
We would not have the full capability to serve the seniors their meals.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?  
N/A to the county GF. If meal counts drop, the program is at risk for reduced grant funding.

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

*The general fund contribution was cut by 46% (\$93,397) this year, causing the program to turn the Greenville site into a satellite site. Greenville's meals will be prepared in Quincy then delivered to Greenville.*

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

*No.*

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

*No.*

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

*The general fund contribution was cut by 46% (\$93,397) this year making the total contribution \$106,603. At this time we estimate the GF contribution to remain the same for the next few years.*

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

*No reserve in Senior Nutrition.*

CRITICAL STAFFING COMMITTEE  
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: Oct. 22, 2012

DEPARTMENT TITLE: Public Health – Senior Nutrition

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: 20830 100%

POSITION TITLES: .6875 FTE Head Cook

ARE POSITIONS CURRENTLY ALLOCATED? YES  NO

<b>For Committee use only</b>
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Date of Committee Review: \_\_\_\_\_

Determination of Committee? \_\_\_\_\_ Recommended  
\_\_\_\_\_ Not Recommended

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date to Board of Supervisors: \_\_\_\_\_

Board Action: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Board Modifications \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date returned to Department: \_\_\_\_\_

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

1. Head Cook - Plumas County Senior Nutrition provides low cost nutritious meals and transportation services to senior clients. The *Senior Nutrition Program is funded 46% by the Area Agency on Aging/USDA, 28% comes from the general fund, and the remainder is funded by donations. Extra help personnel have been filling this position for over a year. The permanent position has been allocated for this fiscal year, so we wish to fill the position with a permanent employee at the Quincy site.*

- Can the department use other wages until the next budget cycle?

*See above. All positions are budgeted and funded in the current year. Any positions that are not filled permanently could be filled by extra help by moving regular wages to other wages*

- What are staffing levels at other counties for similar departments and/or positions?  
Because of its geographic layout, Plumas County Senior Nutrition is unique in its delivery of this program. We have four sites, one in Portola, Quincy, Greenville and Chester. Larger urban areas have one central location that would service the whole vicinity. We have 3 personnel at each site who prepare 30-50 meals per day.
- What core function will be impacted without filling the position prior to July 1?  
We would have limited capability to serve the seniors their meals.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?  
N/A

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

*The general fund contribution was cut by 46% (\$93,397) this year, causing the program to turn the Greenville site into a satellite site. Greenville's meals will be prepared in Quincy then delivered to Greenville.*

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

No.

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

No.

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

- *The general fund contribution was cut by 46% (\$93,397) this year making the total contribution \$106,603. At this time we estimate the GF contribution to remain the same for the next few years.*

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

No.

CRITICAL STAFFING COMMITTEE  
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: \_\_\_\_\_ 10/10/2012 \_\_\_\_\_ 394-7774

DEPARTMENT TITLE: \_\_\_\_\_ District Attorney \_\_\_\_\_ BP-6912

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION:  
\_\_\_\_\_ Fund 0001D and 70307

POSITION TITLE: \_\_\_ Alternative Sentencing Coordinator

IS POSITION CURRENTLY ALLOCATED? NO but it is funded.

<b>For Committee use only</b>
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Date of Committee Review: \_\_\_\_\_

Determination of Committee? \_\_\_\_\_ Recommended  
\_\_\_\_\_ Not Recommended

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date to Board of Supervisors: \_\_\_\_\_

Board Action: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Board Modifications \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date returned to Department: \_\_\_\_\_

Date submitted to HR Technician for recruitment: \_\_\_\_\_

Suppl Budget, BOS letter, Contract Request, Job Desc. ATTACH  
ED

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? AB109 and Drug Court require this. Funding is provided by those programs. No general fund money is needed. CCP and Drug Court planning meeting have approved position and funding.
- Why is it critical that this position be filled at this time? It is essential to divert defendants from housing in the jail and providing with services to reduce recidivism.
- How long has the position been vacant? New position. HR approved the job description. Contract position submitted to CC for contract approval.
- Can the department use other wages until the next budget cycle? No a permanent employee is needed.
- What are staffing levels at other counties for similar departments and/or positions? Most counties (if not all) have the same or similar position.
- What core function will be impacted without filling the position prior to July 1? The jail will become overcrowded, court dockets will be impacted, public defenders and prosecutors will be overworked, Probation staff will not be able to handle the work, etc.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? Hard to imagine the consequences but from the point of view of the District Attorney and the entire Community Corrections Partnership, the results will be dire.
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? Loss of future funding will eliminate the position.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? Funding for other needs related to this position are budgeted and approved. Supplemental Budget attached approved BOS 10/9/12.
- Does the budget reduction plan anticipate the elimination of any of the requested positions? N/A
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? None
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? N/A



OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney

520 Main Street, Room 404 · Quincy, California 95971

(530) 283-6303 · Fax (530) 283-6340

Approved  
10/9/12

Date: October <sup>a</sup> 1, 2012  
From: David Hollister, District Attorney  
To: Plumas County Board of Supervisors  
Subject: Alternative Sentencing Coordinator

**Recommendation:**

1. Extend the employment of an extra help employee working for Drug Court Realignment and the Community Corrections Partnership (CCP) until a permanent position can be created and filled.
2. Approve a Supplemental Budget of \$54,109 with revenue from the Community Corrections Partnership and Drug Court Realignment for the Alternative Sentencing Coordinator and related Services & Supplies.

**Background and Discussion**

The Community Corrections Partnership (CCP) and the Drug Court Planning effort led by Public Health have recommended and agreed separately to fund a Coordinator for Alternative Sentencing in the District Attorney's Office. CCP has committed \$28,609 and Public Health has committed \$25,500 out of Drug Court Realignment to fully fund this position this year and into the future. With these assurances and due to the urgent nature of this planning by the Health Department to resume Drug Court and to meet the needs of AB109, the District Attorney has appointed an extra help worker with experience in coordination of mandated treatment programs as a temporary employee using District Attorney Other Wages until the position is approved and the funding is budgeted. No general fund money will be needed for this position and the funding allotted includes enough for any equipment and other office requirements.

The planning effort underway led by Drug Court Consultant Dianne Marshall is currently using up to three days a week of this temporary staff person who is creating documents and procedures for Drug Court and meeting the current needs of CCP for designing programs to divert inmates from the jail into a variety of programs for reducing recidivism and protecting public safety. The vital and immediate nature of this work required action by the District Attorney to get someone on board to begin this work while the necessary County procedures were followed to formally create the position and budget for it.

The Alternative Sentencing Coordinator would be responsible for the following activities:

- Liaison and staffing for Drug Court and Mental Health coordination meetings, alternative sentencing meetings and monitoring, and pre-filing diversion and monitoring;
- Statistical monitoring of recidivism to track the efficacy of AB109-based programs;
- Victim services to allow for contact with victims of crime with regard to original disposition and dispositions materially modified post-conviction by AB109 related issues. Providing this service would allow the District Attorney's Office to meet its constitutional mandate as set forth by "Marsy's Law" (codified in Article I, Section 28(b) of the California Constitution and Section 679.026 of the California Penal Code.

The office space on the fourth floor previously occupied by Victim Witness and prior to that, Probation, is the ideal location for this position due to its essential proximity to the Court on the third floor and because it is somewhat isolated from the District Attorney's main operations. We are still keeping the number of people on the fourth floor to ten or less as required by the Building Official. Unused office equipment leftover from retired and relocated staff were already available so that significant outlays for the position are not needed.

The Personnel Rules limit the use of extra help staff to three months. The temporary employee currently providing this vital work has been working on this project for three months and so we hereby request an extension of this appointment until Critical Staffing and Human Resources can complete the work of creating the position. When the supplemental budget is approved the funding will reimburse the District Attorney for the payroll already incurred.

The job title for the position will be Alternative Sentencing Coordinator and it will be responsible for administration, coordination, grant funding, fiscal activities and other high level tasks for all mandated treatment programs ordered by the Superior Court Judge and for AB109 victim services in the District Attorney's Office. As approved by CCP and the Drug Court Planning process she or he will be supervised by the District Attorney and work closely with the Judge, CCP, Public Defenders, Probation and a variety of treatment and service providers as well as certain outreach efforts in the community at large.

Meanwhile, the urgent nature of this work requires this formal request to extend and pay for this continuing work.

### **Summary**

At this time we request:

1. Extend the employment of a temporary employee working for Drug Court Realignment and the Community Corrections Partnership (CCP) until a permanent position can be filled.
2. Approve the budget for this position and associated Services & Supplies with funding from CCP and Drug Court Realignment. No county funds are requested.



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

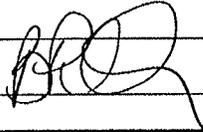
A) Supplemental Budget creating an Alternative Sentencing Coordinator

B) n/a

C) see board memo attached

D) Revenue from CCP and Drug Court

Approved by Signing Authority:



10/1/2012

\_\_\_\_ / Approved/Recommended      \_\_\_\_ / Disapproved/Not Recommended

County Administrative Officer:

Signature

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board signature \_\_\_\_\_

Date Entered by Auditor Controller \_\_\_\_\_ Initials \_\_\_\_\_

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

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

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

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

A. Must be signed by the Budget Officer/CAO; if supplemental must be signed by the Auditor and CAO/Budget Officer.

B. Must have a copy of the Board Report attached when given to the Budget Officer/CAO for approval.

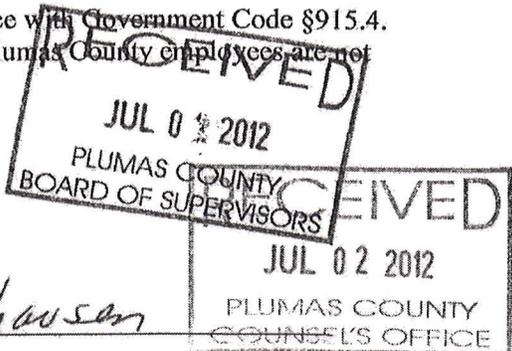


4c

CLAIM AGAINST THE COUNTY OF PLUMAS

(Pursuant to Government Code §910.4)

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.



MAIL TO: Clerk of the Board 520 Main St, Rm 309 Quincy, CA 95971

CLAIMANT INFORMATION

- 1. Name of Claimant: Scott Everett Papenhansen
2. Date of Birth: 09-14-1969 3. Gender (circle one): [X] Male [ ] Female
4. Mailing Address of Claimant: 50 Abernathy Ln. Quincy California 95971
5. Mailing Address where notices are to be sent (if different than mailing address of claimant): 50 Abernathy Ln. Quincy California 95971
6. Telephone Number of Claimant: 530-284-7784

INFORMATION ABOUT CLAIM

- 7. Incident Date: Month May Day 09 Year 2012
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel): Superior Court of California (Plumas County)

9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page.)

During Jury Trial on the 9th of May, 2012 Steve Clark #304 and Phil Shannon #205 both deputies for the Plumas County Sheriff testified as to their acts of excessive force and both deputies falsified their police reports leaving out this very important act of violence in order for the District Attorney to bring charges against me by hiding their act. I demand a polygraph and or truth serum tests to prove perjury of both officers as they have fabricated an untruth against me.

10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:

The Acts of Steve Clark & Phil Shannon have resulted in a malicious prosecution against me and as a poly graph or truth serum tests will prove my innocence. Now I've been given several fictitious fines and a lengthy unjustified prison sentence. Their acts of perjury will be brought to the Grand Jury, and their act against the poor will become public as the Corruption of Plumas County continues their war against the people they were sworn to protect and neglect their Contractual obligations and or duties. My Civil Attorneys will file also. Both officers acted in Fraudulent + Concealment

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ unlimited
12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case:  YES  NO
13. Name(s) of public employee(s) causing the injury, damage or loss, if known:  
#304 Steven Clark and Phil Shannon #305

**CLAIMS INVOLVING MOTOR VEHICLES**

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier?  YES  NO
15. Name of insurance carrier and telephone number (including area code):

_____	_____		
Name	Telephone Number		
_____	_____	_____	_____
Address	City	State	Zip

16. Policy Number: \_\_\_\_\_
17. Are you the registered owner:  YES  NO
18. Amount of deductible: \$ \_\_\_\_\_
19. Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

**Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to \$10,000.00.**

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.

Scott E. Papenhansen  
 Signature

June 26, 2012  
 Date

Scott Everett Papenhansen  
 Printed Name of Person Completing Claim