

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF OCTOBER 13, 2015 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) ALCOHOL AND OTHER DRUG SERVICES

Adopt **RESOLUTION** to accept Contract Agreement No. 14-90084, Amendment No. A01, from the State of California Department of Health Care Services for Substance Use Disorder Services; and authorize the Director of AODS to sign related documents; approved as to form by County Counsel

B) ENGINEERING

Approve and authorize the Chair and the County Engineer to sign Professional Services Agreement between County of Plumas and Willdan Engineering of \$10,000 retroactive to July 01, 2015; approved as to form by County Counsel

2. DEPARTMENTAL MATTERS

A) PROBATION – Clint Armitage

Authorize the Probation Department to recruit and fill vacant 1.0 FTE Legal Services Assistant I/II position; discussion and possible action

B) MENTAL HEALTH – Louise Steenkamp

Authorize the Mental Health Department to recruit and fill vacant 2.0 FTE Community Care Case Manager; 2.0 FTE Community Care House Attendant I/II; and 1.0 FTE Lead Community Care House Attendant positions; discussion and possible action

C) PUBLIC HEALTH AGENCY – Mimi Hall

Authorize Public Health to recruit and fill 1.0 FTE Licensed Vocational Nurse I/II, Registered Nurse I/II, and/or Public Health Nurse I/II due to a resignation effective October 9, 2015; discussion and possible action

- D) **INFORMATION TECHNOLOGY** – Dave Preston
Authorize Information Technology to recruit and fill 1.0 FTE Office Automation Specialist position; discussion and possible action
- E) **PUBLIC WORKS** – Robert Perreault
Adopt **RESOLUTION** to Grant Utility Easement to PG&E for “Rule 20A” undergrounding project in the Town of Greenville, and authorize the Chair to sign the easement. **Roll call vote**
- F) **DISTRICT ATTORNEY** – David Hollister
Authorize the District Attorney to purchase a vehicle of \$24,065 from Susanville Auto Center; waive formal bidding process; and approve budget transfer of \$64.93 to cover costs; discussion and possible action

3. **PLUMAS RURAL SERVICES**

Adopt **PROCLAMATION** Proclaiming October as Domestic Violence Awareness Month in Plumas County.
Roll call vote

4. **FRIENDS OF THE LIBRARY** – Diane Jewett

Approve and authorize the Chair to sign Memorandum of Understanding between County of Plumas and Friends of the Library to open the Quincy Library Branch on Saturday's from 11:00 a.m. to 3:00 p.m. for 52 total weeks beginning November 07, 2015; approved as to form by County Counsel; discussion and possible action

5. **BOARD OF SUPERVISORS**

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

6. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee appointment or employment – Human Resources Director
- B. Personnel: Public employee performance evaluation – Building Official
- C. Personnel: Public employee performance evaluation – Director of Child Support Services
- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009
- E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - Plumas National Forest Travel Management Plan
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- G. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, October 20, 2015, Board of Supervisors Room 308, Courthouse, Quincy, California.



ALCOHOL AND OTHER DRUG SERVICES

1A

270 County Hospital Road, Suite 111, Quincy, CA 95971
Treatment (530) 283-7050 Prevention (530) 283-6118
<http://bit.ly/PlumasCountyAOD>

Date: October 2, 2015
To: Honorable Board of Supervisors
From: Louise Steenkamp *JS*
Agenda: Item for October 13, 2015

Recommendation: Adopt the attached Resolution to accept DHCS Contract Agreement Number 14-90084, Amendment Number A01, from the California Department of Health Care Services for Substance Use Disorder (SUD) Services and authorize the Director of Alcohol and Other Drug Services Administrator to sign as the Board designee.

Background Information: On September 2, 2015 the State of California Department of Health Care Services issued a Fiscal Year 2015-2016 Contract Amendment for Plumas County's Multi-Year 2014-2017 Substance Use Disorder Agreement. The Contract Amendment effective date is July 1, 2015. The purpose of the amendment is to increase the contract amount for the Fiscal Year 2015-2016.

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

Thank you.

RESOLUTION NO. 15 - _____

**RESOLUTION TO ACCEPT CONTRACT AGREEMENT NUMBER 14-90084
AMENDMENT NUMBER A01 FROM THE STATE OF CALIFORNIA DEPARTMENT
OF HEALTH CARE SERVICES FOR SUBSTANCE USE DISORDER SERVICES.**

WHEREAS, DHCS Contract Agreement Number 14-90084 Amendment Number A01
Increases the contract amount for FY 2015-16 services; and

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

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

1. Approve DHCS Contract Agreement Number 14-90084 Amendment
Number A01 from the State of California Department of Health Care
Services for Substance Use Disorder Services, and Authorize the AOD
Administrator to sign as the Board's designee.

**The forgoing Resolution was duly passed and adopted by the Board of
Supervisors, County of Plumas, State of California, at a regular meeting of said
Board held on the 13th day of October 2015, by the following vote:**

Ayes:

Noes:

Absent:

Abstain:

Supervisors
Attest:

Chair, Plumas County Board of

Clerk, Plumas County Board of Supervisors

1B

PLUMAS COUNTY ENGINEERING DEPARTMENT
555 MAIN STREET • QUINCY, CA 95971 • (530) 283-6222 • FAX (530) 283-6135
Robert A. Perreault, Jr., P.E., County Engineer

CONSENT AGENDA REQUEST

for the October 13, 2015 Meeting of the Plumas County Board of Supervisors

Date: October 5, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, County Engineer



Subject: Approve Contract with Willdan Engineering to Provide Contract County Surveyor and Other Professional Services to the Engineering Department in an Amount Not to Exceed \$10,000

Background:

Recent revisions to the State laws, particularly those pertaining to CalPers, have resulted in a determination for Contract County Services to be provided to the Engineering Department by means of a professional services agreement with Willdan Engineering.

Attached is a draft contract between the County and Willdan Engineering.

\$10,000 has been included in the proposed budget for the Engineering Department for FY2015-2016. The cost of services will be offset by the various application fees that are collected by the Engineering Department for applications necessitating the signature of a Contract County Surveyor.

Deputy County Counsel has approved the draft contract as to form.

This action is in conformance with the ordinance adopted on August 4, 2015, "Ordinance No. 15-1099 – An Ordinance of the County of Plumas, State of California, Amending Article 8, of Chapter 4 of Title 2 of the Plumas County Code Relating to the Offices of County Surveyor and County Road Commissioner and the Consolidation of the Same into the Office of Director of Public Works."

Recommendation:

The County Engineer respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the County Engineer to execute a professional services agreement with Willdan Engineering in the amount of \$10,000, retroactive to July 1, 2015.

Attachment: Proposed Contract

AGREEMENT FOR "AS-NEEDED" CONSULTING SERVICES

THIS AGREEMENT is made and entered into this 1st day of July 2015 ("Effective Date"), by and between the County of Plumas, California, a municipal corporation, ("County") and WILLDAN ENGINEERING, a California corporation ("Willdan").

1. PURPOSE OF THE AGREEMENT

County and Willdan desire to enter into an agreement wherein Willdan may provide consulting services to County on an "as-needed" basis. The purpose of this Agreement is to set forth terms and conditions which shall be applicable to any project wherein County requests Willdan's services, with details which may be applicable to any particular project to be addressed by Task Order. Each Task Order shall operate as an addendum to this Agreement. Each Task Order shall make specific reference to this Agreement, set forth the Scope of Services, Compensation, and Schedule of Performance involved with a specific project which County desires Willdan to perform. The form of each Addendum shall be generally in the form attached hereto as Exhibit "A."

2. SERVICES

2.1 Scope of Services. Willdan shall provide "as-needed" consulting services to County as shall be set forth in Exhibit "A" and from time to time in Task Orders as may be issued by County to Willdan and agreed upon by both parties. The Task Orders shall be generally in the Form of Exhibit "A" to this Agreement. Task Orders may be executed by any officer of the County.

2.2 Standard of Care. All services provided by Willdan shall be provided in accordance with the standard of care ordinarily exercised by like professional for such services.

2.3 Compliance with Law. All services rendered shall be provided in accordance with applicable ordinances, resolutions, statutes, rules, and regulations of Federal, State, or local government agency having jurisdiction and in effect at the time service is rendered.

2.4 Licenses, Permits, Fees and Assessments. Willdan shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreements. Willdan shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Willdan's services required by the Agreements.

2.5 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under the Agreements. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of the Agreements. Unless hereafter specified, neither party shall be responsible for the services of the other.

2.6 Additional Services. County shall have the right at any time during the performance of the services without invalidating the Agreements, to order extra work or make changes by altering, adding to, or deducting from said work. No such extra work shall be undertaken unless a written order is first given by the County to the Willdan, incorporating therein any adjustment in (i) compensation, and/or (ii) the time to perform the Agreements, which said adjustments are subject to the written approval of the Willdan.

3. COMPENSATION

Willdan shall be compensated in accordance with the terms set forth in the Task Order. Unless a Task Order provides otherwise, Willdan shall invoice County not more frequently than monthly for services under each Task Order. Willdan shall pay Willdan within 30 days of Willdan's invoices for both services and reimbursable expenses.

4. PERFORMANCE SCHEDULE

4.1 Schedule of Performance. Willdan's services shall be performed in accordance with the provisions of the Task Order. When requested by the Willdan, extensions to the time period specified in the Task Orders may be approved by the County.

4.2 Force Majeure. The time for performance shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the County or Willdan, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the County.

4.3 Term. This Agreement shall commence on the Effective Date and continue in full force and effect for one (1) year from the date hereof. This Agreement shall be automatically renewed each year thereafter unless written notice is given at least 30 days before the end of the term that the Agreement shall not be renewed.

5. COORDINATION OF WORK

5.1 Representative. Unless otherwise stated in the addendum to the Agreement, the following principals of Willdan are hereby designated as being the principals and representatives of Willdan authorized to act in its behalf and make all decisions in connection therewith:

Name: Mort August
Title: Deputy Director
Address: 2240 Douglas Blvd., Suite 270
Roseville, CA 95661
Telephone: (530) 410-6319

5.2 Representative of County. Unless otherwise stated in the Project Agreement, the following persons are hereby designated as being the representatives of County authorized to act in its behalf and make all decisions in connection therewith:

Name: Robert Perreault
Title: Director of Public Works
Address: 1834 East Main Street
Quincy, CA 95971
Telephone: (530) 283-6268

5.3 Prohibition Against Assignment. Neither the Agreements nor any interest therein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any such unapproved transfer, including in any bankruptcy proceeding, the County may void the Agreements.

5.4 Independent Consultant. Neither the County nor any of its employees shall have any control over the manner, mode, or means by which Willdan, its agents or employees, perform the services required herein, except as otherwise set forth. County shall have no voice in the selection, discharge, supervision, or control of Willdan's employees, servants, representatives, or agents, or in fixing their number or hours of service. Willdan shall perform all services required herein as an independent contractor of County.

6. NOT USED

7. INDEMNIFICATION

Willdan agrees to save, keep, hold harmless and indemnify County and its officers and employees from all damages, in law and equity to the extent arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of Willdan or its officers, agents, employees or subconsultants except as may be caused by the negligence or willful misconduct of County or its officers, employees, agents, consultants or contractors. If the services to be performed by Willdan relate to public works observation, County shall include in its contract with the general contractor a provision requiring that the general contractor indemnify Willdan to the same extent that the general contractor is obligated to indemnify County.

8. INSURANCE

Without in any way limiting Willdan's liability pursuant to the indemnification described above, Willdan shall maintain, during the term of this contract, the following insurance:

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Commercial General Liability, including:</u> Premises and Operations Contractual Liability Personal-Injury Liability Independent Contractors Liability (if applicable)	\$1,000,000 Combined Single Limit, per occurrence and \$2,000,000 general aggregate
<u>Comprehensive Automobile Liability</u> (including, owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per occurrence
<u>Workers' Compensation and Employer's Liability</u>	Statutory, \$1,000,000
<u>Professional Liability</u>	\$1,000,000 per claim and \$2,000,000 annual aggregate

Except Workers Compensation and Professional Liability Insurance coverage, such insurance shall include endorsements naming County and its directors, officers, employees and agents as additional insured with respect to liabilities arising out of the performance of services hereunder. All policies shall include a provision waiving subrogation against County. Willdan shall provide County with certificates of insurance documenting that Willdan has obtained the above coverages. Such certificates shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be cancelled without 30 days prior written notice to County by first class mail, 10 days notice in the event that cancellation is due to nonpayment of premium.

9. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to plans and specifications, prepared by Willdan are instruments of services, only. All final documents prepared by Willdan pursuant to this Agreement or any Task Order shall become the property of **Plumas County**. Such documents are not intended nor represented to be suitable for reuse on extensions of the project or on any project other than the project for which they were prepared. Any reuse without specific permission by Willdan shall be at the County's sole risk. County agrees to save, keep and hold Willdan harmless from all damages, costs or expenses in law and equity including costs of suit and attorneys fees resulting from such reuse.

10. TERMINATION

This Agreement may be terminated at will by either party with or without cause upon 30 days written notice. In the event of such termination, Willdan shall be compensated for such services up to the point of termination. Such compensation for work in progress would be pro-rated as to the percentage of work completed at the date of termination.

11. IMPLEMENTATION

The County shall provide Willdan with written notice reasonably in advance of the date at which these services are to be implemented if different than the date of the Agreement.

12. ATTORNEYS FEES

In the event of litigation between County and Willdan arising out of the performance of this agreement, the prevailing party shall be entitled to an award of reasonable attorneys fees in addition to such other relief as may be granted.

13. ALTERNATIVE DISPUTE RESOLUTION

If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

13.1. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

13.2. If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties to mediate the dispute.

13.3. The parties shall mediate in good faith. If the parties are not successful in resolving the dispute through mediation, then the parties may mutually agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

14. MISCELLANEOUS

14.1. The titles used in this agreement are for general reference only and are not a part of the Agreement.

14.2. This Agreement shall be interpreted as though prepared by both parties.

14.3. Any provision of this agreement held to violate any law shall not invalidate the remainder of this Agreement.

14.4. This Agreement shall be interpreted under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this agreement.

FOR WILLDAN ENGINEERING

A California Corporation

By: _____
Daniel Chow, President

Date: _____

By: _____
Dave Hunt, Director

Date: _____

Taxpayer ID Number: 95-2295858

FOR PLUMAS COUNTY, CALIFORNIA

APPROVED AS TO SCOPE OF WORK:

Robert A. Perreault, Jr.
Director of Public Works

Date: _____

APPROVED AS TO FORM:

Steve Mansell
Deputy County Counsel

Date: _____

CONCURRENCE:

Kevin Goss, Chair,
Plumas County Board of Supervisors,
acting as County Purchasing Agent

Date: _____

TASK ORDER NO. _____
AGREEMENT FOR "AS-NEEDED" CONSULTING SERVICES

This Task Order is an addendum to the AGREEMENT FOR "AS-NEEDED" CONSULTING SERVICES ("Agreement") between the COUNTY OF PLUMAS, a municipal corporation ("County"), and WILLDAN ENGINEERING, a California corporation ("Willdan"), dated _____, 20__.

1. **Incorporation of Agreement.** All of the terms, conditions and provisions of the Agreement are incorporated herein by this reference and shall be fully applicable hereto.

2. **Scope of Services.** Willdan shall perform the following services: _____

_____.

3. **Compensation.** County shall compensate Willdan for the services described in Section 2 above, as follows:

_____.

4. **Schedule of Performance.** Willdan shall perform the services described in Section 2 above in accordance with the following schedule: _____

_____.

5. **Additional Provisions.** _____

_____.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Project Agreement as of the last date set next to the signatures appearing below.

COUNTY OF PLUMAS

By: _____
Name: _____
Title: _____

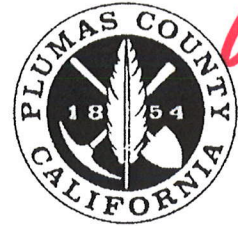
WILLDAN ENGINEERING
a California corporation

By: _____
Name: _____
Title: _____



Clint Armitage
Acting Chief Probation Officer

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



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

7A

DATE: October 2, 2015
TO: The Honorable Board of Supervisors
FROM: Clint Armitage, Acting Chief Probation Officer (CA)
SUBJECT: Request to Fill Vacant Legal Services Assistant I/II Position

Recommendation:

Authorize the Probation Department to fill a vacant, funded, 1.0 FTE Legal Services Assistant I/II position that is available due to the employee's resignation. The position was allocated and funded in the 2015-2016 budget.

Background:

The Probation Department's Legal Services Assistant I/II is a critical, integral administrative support position that not only assists the front office in dealing with phone calls, new clients, check-ins, scheduling clients, and case information data entry, but also the probation officers in drafting petitions for revocation, the closing of cases, progress reports, statistical reporting to state agencies, accessing California Law Enforcement Terminal criminal records, and accompanying the officers to court during hearings. The position will be funded .75 FTE in the General Fund and .25 FTE from JJCPA.

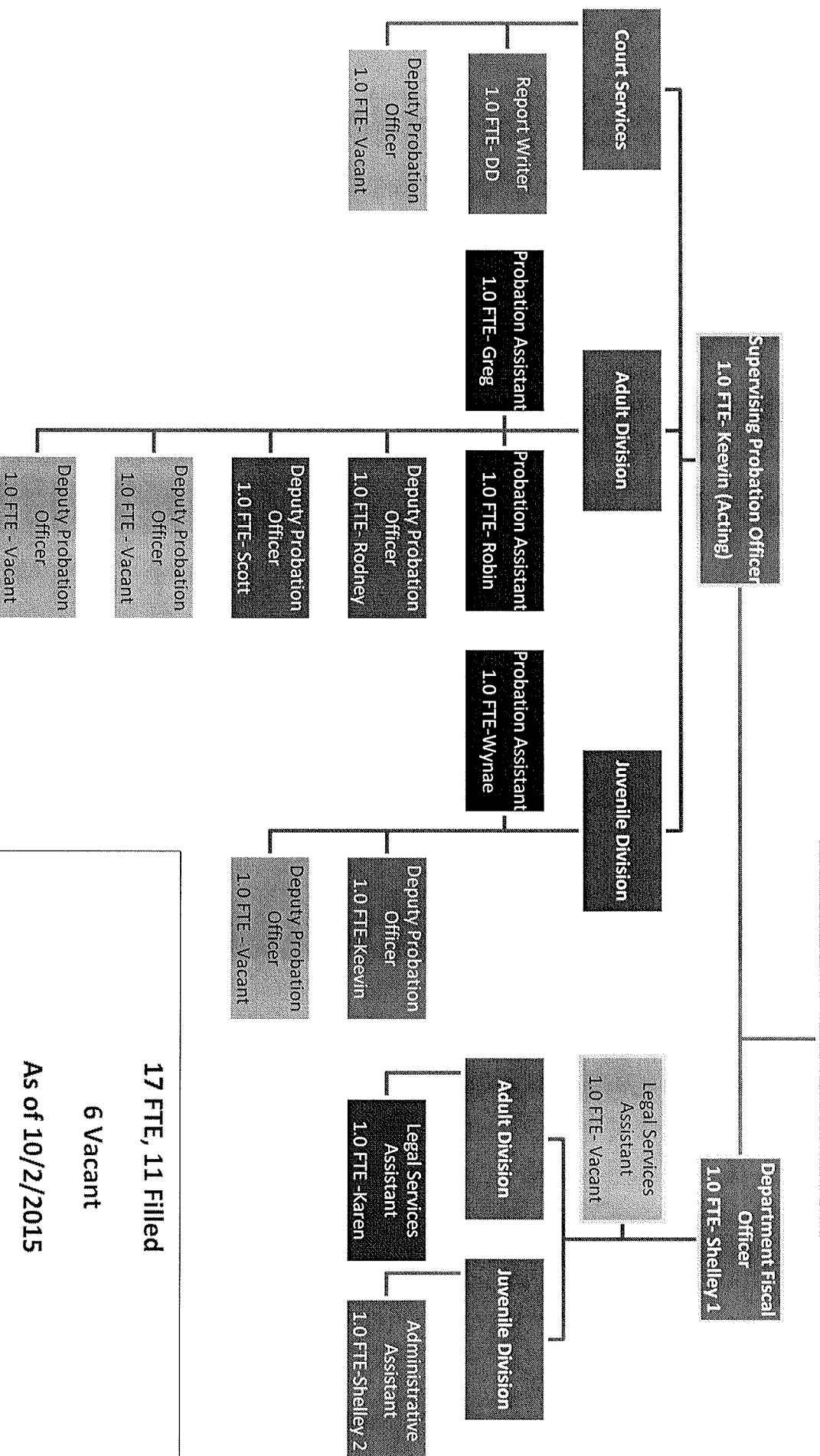
It is respectfully recommended that the Board of Supervisors approve the recruitment and filling of these positions.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? *Yes, the Legal Services Assistant position is a legitimate business need.*
- Why is it critical that this position be filled at this time? *The Legal Services Assistant assists the front office in dealing with phone calls, new clients, check-ins, scheduling clients, and case information data entry, but also the probation officers in drafting petitions for revocation, the closing of cases, progress reports, statistical reporting to state agencies, accessing California Law Enforcement Terminal criminal records, and accompanying the officers to court during hearings.*
- How long has the position been vacant? *The former Legal Services Assistant resigned.*
- Can the department use other wages until the next budget cycle? *A permanent employee in this position is crucial to the department's ability to provide consistent assistance to the Probation Officers.*
- What are staffing levels at other counties for similar departments and/or positions? *Probation departments of similar size use a comparable number of Legal Services Assistants., Paralegals, and Legal Secretaries.*
- What core function will be impacted without filling the position prior to July 1? *Timely flow and completion of Court related documentation related to time sensitive cases would be greatly impacted without the Legal Services Assistant's assistance.*
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? *The Probation Department will be unable to perform statutorily mandated and/or Court-ordered activities.*
- 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? *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? *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? *It is anticipated that a portion of the Legal Services Assistant costs will continue to be borne by the General Fund. There should be no additional impact in the terms of the immediate filling of this position.*
- Does the department have a reserve? No. If yes, provide the activity of the department's reserve account for the last three years? *N/A*

Plumas County Probation Department 2015 Organization Chart



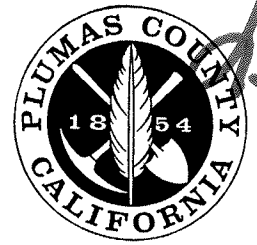
17 FTE, 11 Filled

6 Vacant

As of 10/2/2015

PLUMAS COUNTY MENTAL HEALTH SERVICES

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



Louise Steenkamp, Interim Director

Date: October 5, 2015

To: Honorable Board of Supervisors

From: Louise Steenkamp, Interim Mental Health Director *Louise Steenkamp*

Agenda Item: Mental Health Staffing Request for October 13, 2015 Agenda

Item Description: Request to fill Positions Approved in FY15-16 Mental Health Budget

Recommendation: Request permission to recruit and fill positions listed below as approved in the FY 15-16 Budget and Position Allocation and authority for the Interim Director to hire the successful candidates. Positions are fully funded by the MHSA, MediCal reimbursements, SAMHSA Mental Health Block Grant and will not draw on any County General Funds.

- 2.0 FTE Community Care Case Manager
- 2.0 FTE Community Care House Attendant I/II
- 1.0 FTE Lead Community Care House Attendant

Background:

- 2.0 FTE Community Care Case Manager - *The FY15-16 Budget includes 12.5 FTE Community Care Case Managers; of these positions, 2.75 FTE are unfilled as of October 4, 2015. Case Managers are critical to ensure that ancillary therapeutic, employment and life skill needs of the client are fulfilled; Case Managers work directly with Mental Health Therapists and their clients. Demand for Case Manager services increases with more consumers accessing services (Medi-Cal and Full Service Partnerships under MHSA). Case Managers are allocated geographically and work with outpatient consumers in Quincy, Portola, Greenville and Chester, as well as the Drop In Center/Sierra House.*
- 2.0 FTE Community Care House Attendant I/II - *The FY15-16 MH Budget includes 4.0 FTE Community Care House Attendant I/II; of these positions, 2.0 FTE are unfilled positions (one is vacant due to a promotion effective on October 3, 2015). Sierra House, the County's MH Board and Care Facility, is staffed 24/7 by House Attendants who provide care for 14 residents for all aspects of daily living and care. Currently, an Extra Help employee is fulfilling the function of the unfilled Permanent position.*
- 1.0 FTE Lead Community Care House Attendant - *The FY15-16 Budget includes 2.0 FTE Lead Community Care House Attendants. As of October 4, 2015, there is 1.0 FTE vacancy due to a retirement FY 14-15. The Lead position supervises the other House Attendants that provide care for 14 residents 24/7.*

The Critical Staffing Request Form is attached along with a Mental Health Organization Chart.

Thank you.

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: October 13, 2015

DEPARTMENT TITLE: Mental Health

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION:
70570/70571/70574/70575/70578

POSITION TITLES:

- 2.0 FTE Community Care Case Manager
- 2.0 FTE Community Care House Attendant I/II
- 1.0 FTE Lead Community Care House Attendant

ARE POSITIONS CURRENTLY ALLOCATED? YES FY15-16 budget
NO _____

For Committee use only

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: _____

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?

- 2.0 FTE Community Care Case Manager

The FY15-16 MH Budget and Position Allocations include 12.5 FTE Community Care Case Managers; of these positions, 2.75 FTE are unfilled as of October 4, 2015. Case Managers are critical to ensure that ancillary therapeutic, employment and life skill needs of the client are fulfilled. Case Managers work directly with Mental Health Therapists and their clients. Demand for Case Manager services increases with more consumers accessing services (Medi-Cal and Full Service Partnerships under MHSA). Case Managers are allocated geographically and work with outpatient consumers in Quincy, Portola, Greenville and Chester, as well as the Drop In Center/Sierra House. Positions are fully funded by the MHSA, MediCal reimbursements, SAMHSA Mental Health Block Grant and will not draw on any County General Funds.

- 2.0 FTE Community Care House Attendant I/II

The FY15-16 MH Budget and Position Allocations include 4.0 FTE Community Care House Attendant I/II; of these positions, 2.0 FTE are unfilled positions (one is vacant due to a promotion effective on October 3, 2015). Sierra House, the County's Mental Health Board and Care Facility, is staffed 24/7 by House Attendants who provide care for 14 residents for all aspects of daily living and care. Currently, an Extra Help employee is fulfilling the function of the unfilled Permanent position. Positions do not draw on County General Funds and are fully funded by the MHSA, MediCal reimbursements, or SAMHSA Mental Health Block Grant.

- 1.0 FTE Lead Community Care House Attendant

- *The FY15-16 AOD Budget and Position Allocation include 2.0 FTE Lead Community Care House Attendants. As of October 4, 2015, there is 1.0 FTE vacancy due to a retirement late last fiscal year. The Lead position supervises the other House Attendants that staff the facility 24/7 and provide care for 14 residents. Positions do not draw on County General Funds and are fully funded by the MHSA, MediCal reimbursements, or SAMHSA Mental Health Block Grant.*

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

The department was awaiting approval of the FY15-16 budget and staff allocation to start the recruitment and hire process.

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

Staffing is comparable for like-sized departments in the Superior Region; Plumas is one of two counties that operate a county mental health board and care facility.

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

Community Care licensure may be impacted; consumers and residents may fail and will be underserved.

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

Consumers/residents may fail and will be underserved.

- 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?

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?

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?

N/A

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

As of October 5, 2015, Mental Health's total fund balances are \$15,002,491.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: October 5, 2015

To: Honorable Board of Supervisors

From: Mimi Hall

Cc: Tina Venable and Gayla Trumbo

Agenda: Item for October 13, 2015

Recommendation: Approve recruitment and hiring of a 1.0 FTE Licensed Vocational Nurse I/II, Registered Nurse I/II, and/or Public Health Nurse I/II due to a resignation effective October 9, 2015.

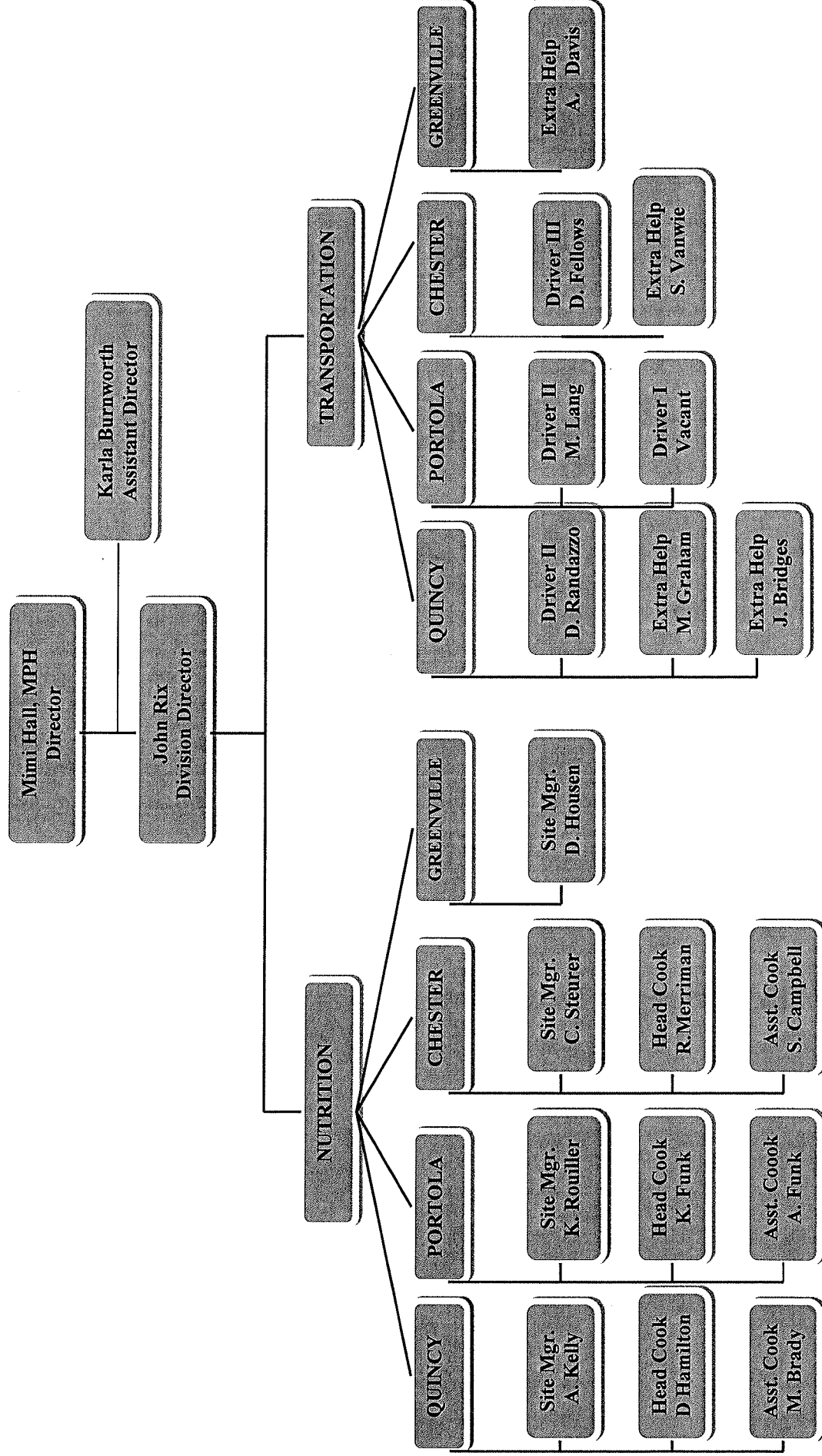
Background Information: Plumas County Public Health Agency currently will have a nursing vacancy due to resignation. This position is fully funded and approved in the department's FTE allocations. Filling this vacancy as soon as possible will allow us to reduce any interruption in services to our current clinic clients and those that are case managed in our specialty programs. Swift approval will also reduce the prolonged period during which other nurses perform extra duties to cover the work of these vacancies.

Copies of the Agency's organizational charts and critical Staffing questionnaires are attached for your review.

Please contact me should you have any questions.

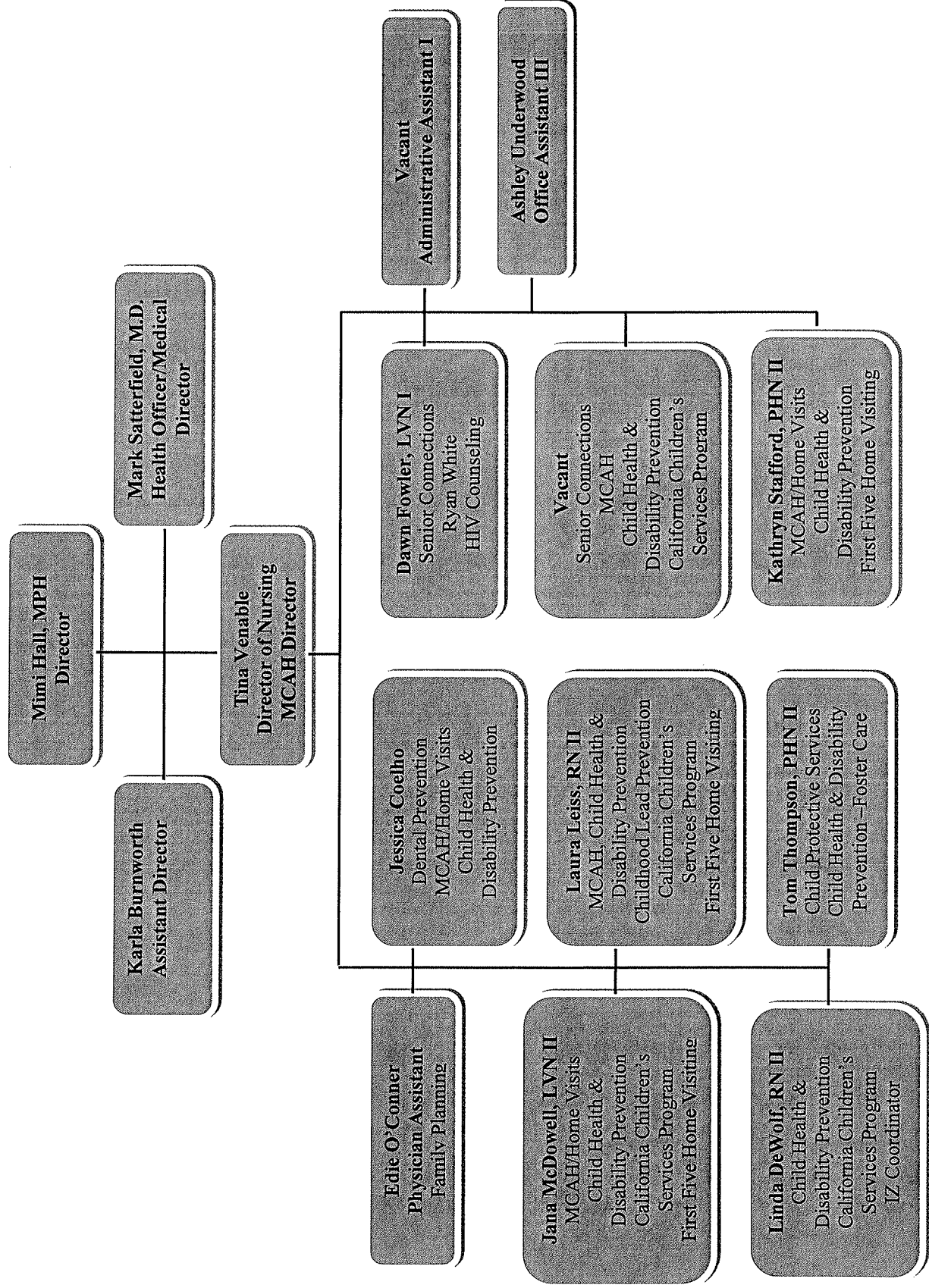
PLUMAS COUNTY PUBLIC HEALTH AGENCY
SENIOR NUTRITION & TRANSPORTATION DIVISION

4



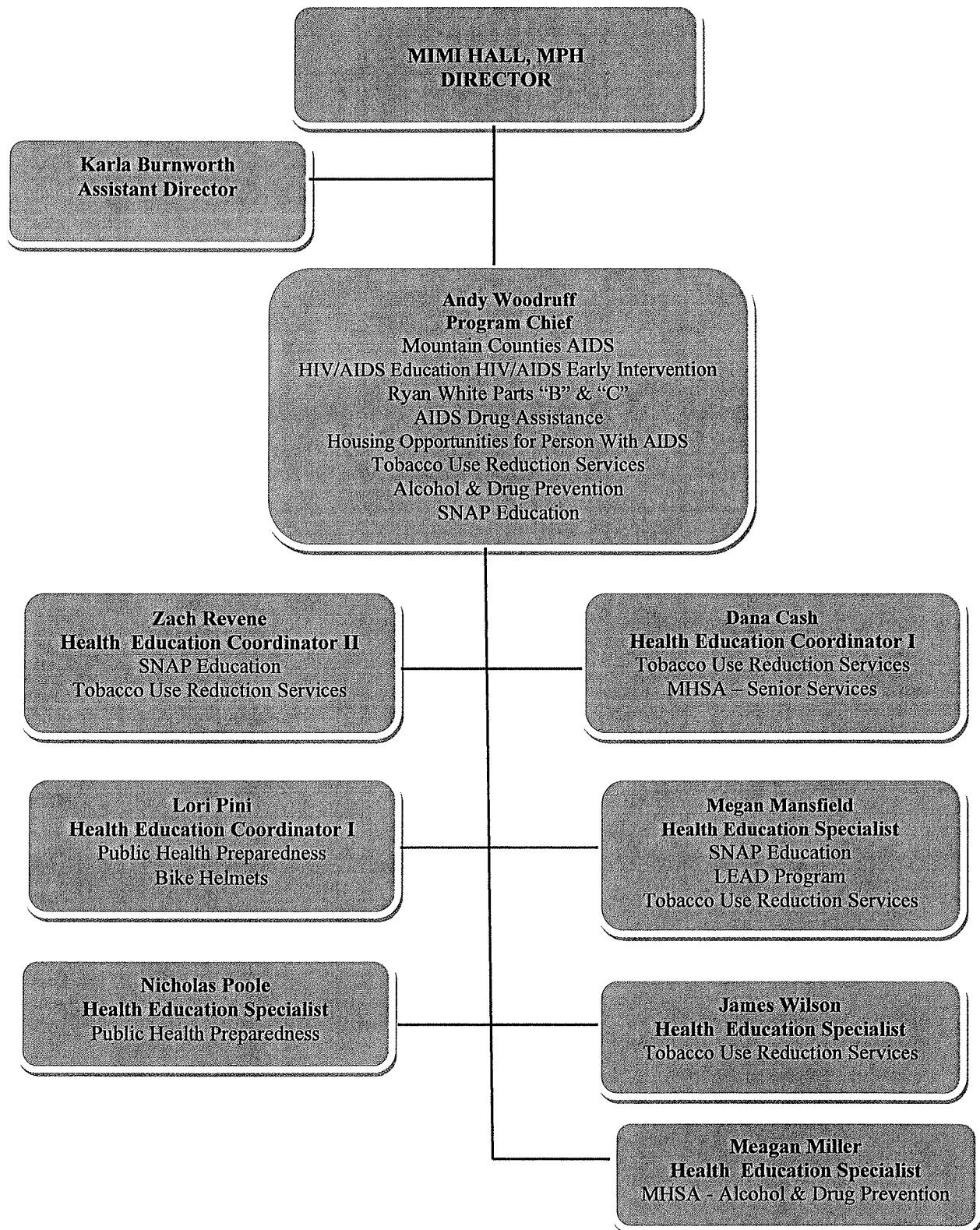
PLUMAS COUNTY PUBLIC HEALTH AGENCY CLINIC & NURSING SERVICES DIVISION

3



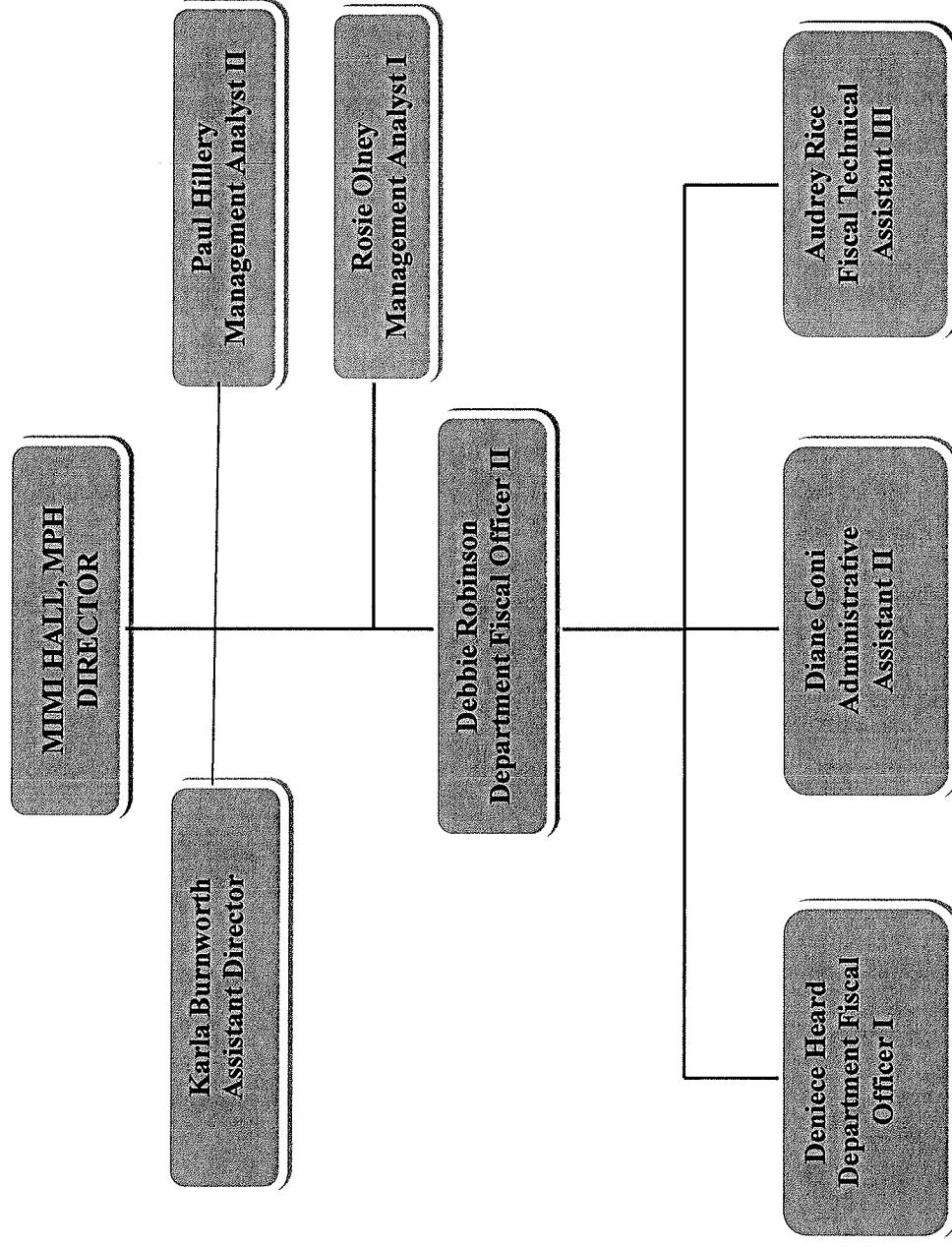
**PLUMAS COUNTY PUBLIC HEALTH AGENCY
HEALTH EDUCATION AND PREVENTION DIVISION**

2

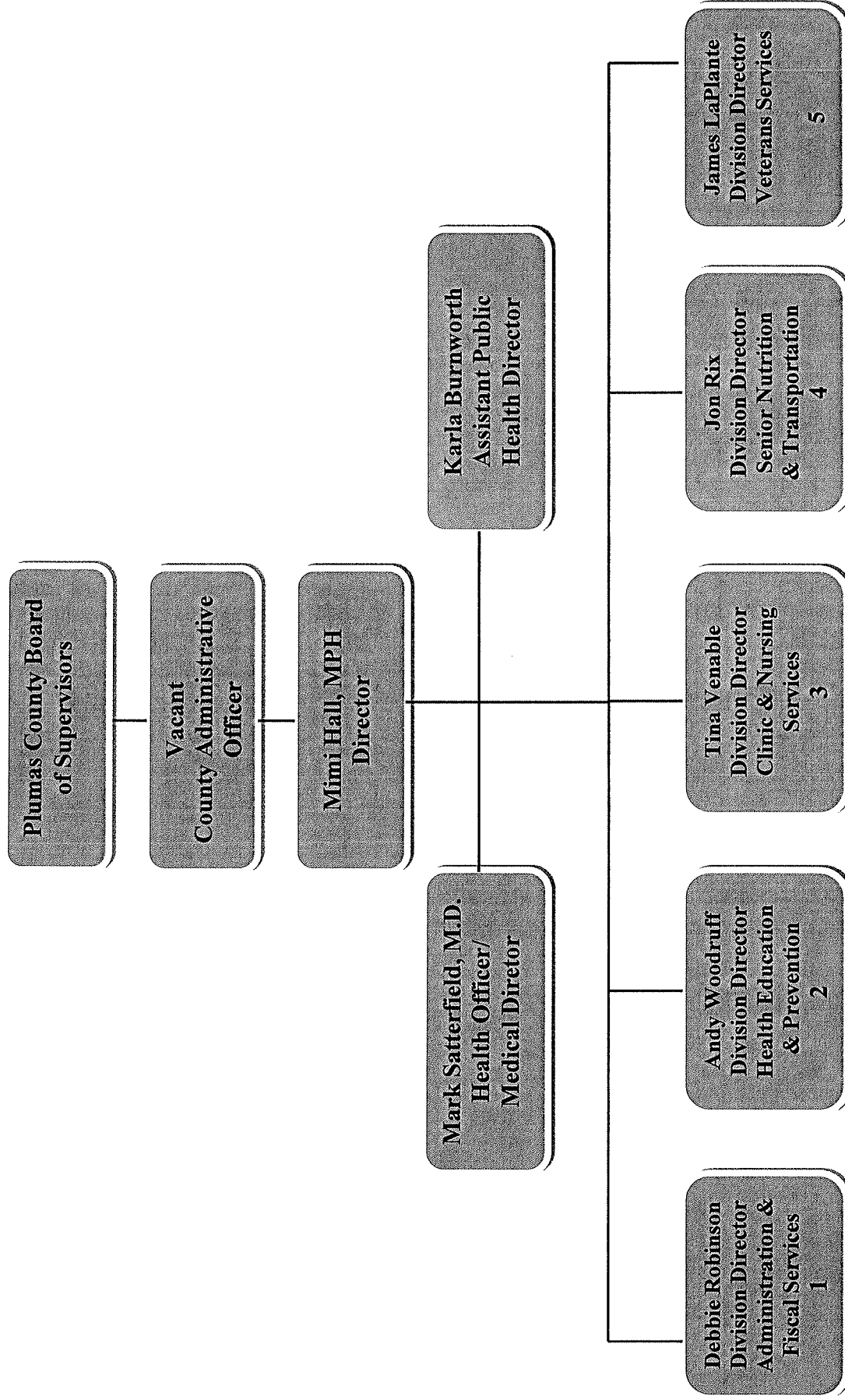


PLUMAS COUNTY PUBLIC HEALTH AGENCY
ADMINISTRATION & FISCAL SERVICES DIVISION

1

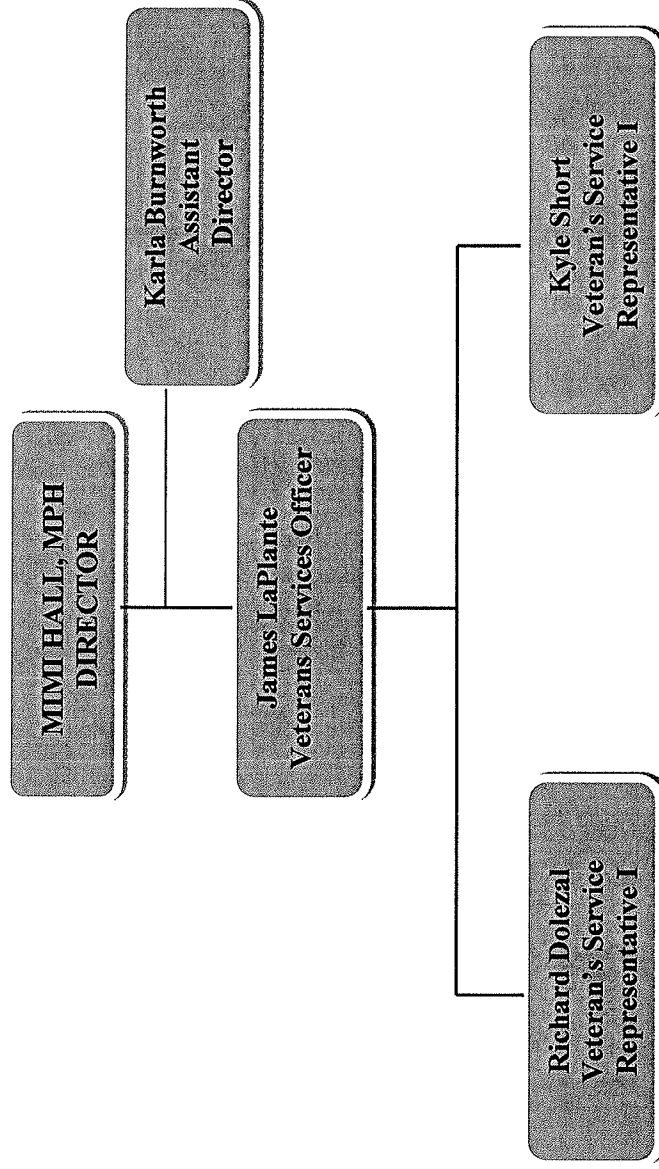


**PLUMAS COUNTY PUBLIC HEALTH AGENCY
DIVISION DIRECTORS**



PLUMAS COUNTY PUBLIC HEALTH AGENCY
VETERANS SERVICES DIVISION

5



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: October 5, 2015

DEPARTMENT TITLE: Public Health Agency

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION:
70560, 2.00 FTE

POSITION TITLES: 1.0 FTE PHN II/I OR RN II/I OR LVN II/I

ARE POSITIONS CURRENTLY ALLOCATED? YES ☒ NO ☐

For Committee use only

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: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- | |
|--|
| <ul style="list-style-type: none">• 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?

This position will provide clinic support for family planning, immunization, and student health services clients, and also acts as Nurse of the Day for call-in and walk-in clients. It is funded by health fees and other earned revenue.

- 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

There are many technical aspects to public health clinic vacant positions that require extensive training. We are not in a position to expend resources to train non-permanent staff on an ongoing basis. Ongoing vacancies can potentially cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments has resulted in an atmosphere of tension and anxiety in the past, particularly when staff know grant funding exists and will be lost if positions are not filled.

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

Compared to regional counties and counties of similar size, we have a very small clinic/nursing staff.

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

Patient services lack of compliance with local, state and federal contracts, and delayed or incomplete grant compliance, billing and administration are all results of this position.

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

Not filling the position will cost the department funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to local residents. We will also experience material losses in delays in billing and revenue, exacerbating cash flow issues.

- 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?

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. All positions requested are fully funded by contract for the 14-15 fiscal year. Filling these positions helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million 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 for the last three years are as follows:

FY 11/12 Total Cash Reserves \$559,308

FY 12/13 Total Cash Reserves \$561,253

FY 13/14 Total Cash Reserves \$561,618

Plumas County Department of Information Technology



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

David M. Preston
Information Systems Manager

DATE: October 13, 2015
TO: Honorable Board of Supervisors
FROM: Dave Preston, Information Systems Manager

SUBJECT: **AGENDA ITEM FOR THE MEETING OF OCTOBER 13, 2015 RE:
APPROVAL TO FILL 1.0 FTE (Office Automation Specialist).**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval for I.T. Manger to fill 1.0 FTE (Office Automation Specialist) position.

Background and Discussion: This is the I.T. department's primary user support position. This position was filled in March of 2015 but that employee was not able to continue to work due to personal reasons. This position is funded and included in the 2016 I.T. budget.

2E

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

1834 East Main Street • Quincy, CA 95971 • (530) 283-6268
Robert A. Perreault, Jr., P.E. *Director of Public Works*

AGENDA REQUEST

For the October 13, 2015 Meeting of the Board of Supervisors

Date: October 05, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works



Subject: Approve Resolution to Grant Easement for electrical utility purposes on
County land in Greenville and Authorize the Chair to sign the Easement

Background and Information:

PG&E is engaged in an undergrounding project as part of the streetscape work in Greenville on State Route 89, placing electrical utility lines underground. Certain above-ground facilities are required, including new transformers. A location behind the Greenville Fire Hall/Community Meeting Room has been identified as a location for one of those facilities, and PG&E has requested an easement for its placement. The property is owned by the County of Plumas.

The easement location has been reviewed and approved by Facilities Maintenance, and the documents have been reviewed and approved by County Counsel.

Recommendation by Public Works:

It is respectfully recommended that Board of Supervisors adopt the the attached resolution and authorize the Chair of the Board of Supervisors to sign the easement to PG&E

Attachments: Resolution
Easement to PG&E
Plat showing proposed easement location

RESOLUTION NO. 15-

Grant of Utility Easement to)
PG&E and Authorization of)
Chair to Sign Easement)

WHEREAS, in order to remove overhead electric wires and place them underground as part of PG&E's "Rule 20A" undergrounding project in the Town of Greenville, certain above-ground electric structures and appurtenances are required to be placed by PG&E, and

WHEREAS, a location for the placement of such an above-ground electric structure and appurtenances has been determined to fall on County-owned property, to wit the parcel bounding the northeast corner of Bidwell Avenue in Greenville that houses the Greenville Volunteer Fire Department and Community Center, and

WHEREAS, PG&E has determined that the location described in the attached easement document and drawing is the most desirable location for such above-ground electric structure and appurtenances and is requesting an easement for the placement and maintenance of such facility, and

WHEREAS, an easement document and drawing depicting said easement have been reviewed and approved by Facilities Maintenance to determine if there will be any conflicts with the County's use of the parcel, and

WHEREAS, the easement document and drawing depicting said easement have been reviewed and approved by County Counsel for contents and language,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the County of Plumas does hereby agree to grant an easement to PG&E for the placement and maintenance of electric facilities on APN 110-062-008, said parcel further described in the attached easement document and drawing thereof, and

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Plumas, State of California hereby authorizes the Chair of this Board to sign said easement document..

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 held on the ____ day of _____, 2015, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board of Supervisors

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Management Office
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, CA 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____
☐ This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2126-09-0112

EASEMENT DEED

PM 30733248

COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the Easement Area as defined below and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the Town of Greenville, County of Plumas, State of California, described as follows:

(APN 110-062-008)

The parcel of land described and designated Parcel 1 in the deed from Bruce Scotchler Bidwell and others to the County of Plumas, dated September 14, 1962 and recorded in Volume 159 of Official Records at page 1468, Plumas County Records, excepting therefrom the portion thereof lying within the boundary lines of the street known as Bidwell Street.

Said facilities and Easement Area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the parcel of land outlined by heavy dashed lines on the print of Grantee's Exhibit "A" attached hereto and made a part hereof (hereinafter, the "Easement Area").

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said Easement Area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said Easement Area which now or hereafter in the reasonable opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee reasonably deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said Easement Area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said Easement Area (including ingress thereto and egress therefrom).

Grantee shall indemnify Grantor against any loss and damage which shall be caused by any negligent act or omission or willful misconduct of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

GRANTOR:

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

By: _____
Kevin Goss, Chair
Plumas County Board of Supervisors

GRANTEE:

Pacific Gas and Electric Company,
a California corporation

By: _____
Name:
Title

ATTEST:

I hereby certify that a resolution was adopted
on the ____ day of _____, 2015,
by the Plumas County Board of Supervisors
authorizing the foregoing grant of easement.

By: _____ Date _____
Nancy DaForno, Clerk
Plumas County Board of Supervisors

Attach to LD 2126-09-0112

The Area and Division: Area 6, North Valley Division

Land Service Office: Auburn

Operating Department: Electric Distribution

USGS location: T.26N. R.9E., M.D.M., Sec. 3, NE ¼ of SE ¼

FERC License Number(s): N/A

PG&E Drawing Number(s): 30733248

PLAT NO.: K4914

LD of any affected documents: N/A

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 04, 06 and 43

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed): N/A

PM # and Operations #: 30733248 0050

JCN: N/A

County: Plumas

Utility Notice Numbers: N/A

851 Approval Application No. ___N/A___ Decision ___N/A___

Prepared By: M7M5

Checked By: GPY1

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____, before me, _____ Notary Public,
Here insert name and title of the officer

personally appeared _____

_____ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other _____

EXHIBIT "A"

OWNER:
GREENVILLE RANCHERIA OF
MAIDU INDIANS CALIFORNIA
 Deed January 22, 1996
 Book 677 at Page 158 O.R.

APN 110-062-028

Parcel 2
 5 PM 18

OWNER:
JOHN R. HUNTER
 Deed dated October 22, 1991
 Volume 558 at Page 699 O.R.

Parcel 1
 PARCEL MAP
 Filed July 1, 1975
 Bk. 5 PM Pg. 18

APN 110-062-027

BIDWELL STREET

BIDWELL STREET

Corner RW Bidwell Street
 per 2 RS 108
 TIE: 37'

Easement Area
 Outline of Underground
 Electric Easement

OWNER:
COUNTY OF PLUMAS
 Portion of Parcel 1
 Deed dated
 September 14, 1962
 Volume 159
 at Page 1468 O.R.
 APN 110-062-008

BLOCK 3
Official Plat of the
Town of Greenville
Book A of Maps
at Page 25

APN 110-062-015

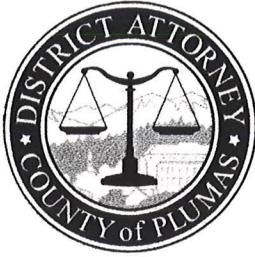
Unless otherwise shown
 all courses extend to or
 along all boundaries or lines.

Project: **Pacific Gas & Electric Company**
Greenville Rule 20A

SCALE
 1"=20'

DATE
 06/02/2015

SECTION NE 1/4 SE 1/4 Sec 3	TOWNSHIP 26N	RANGE 9E	MERIDIAN MDM	COUNTY OF: <i>Plumas</i>	CITY OF: <i>Greenville</i>
PLAT MAP REFERENCES	K4914 1 RS 29			F.B.: PG&E	DR.BY: M7M5 Sierra DIVISION
				30733248 AUTHORIZ	CH.BY: GPY1 30733248 DRAWING NO.



OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney

520 Main Street, Room 404 • Quincy, California 95971

(530) 283-6303 • Fax (530) 283-6340

2F

Date: October 13, 2015
To: Plumas County Board of Supervisors
From: David Hollister, District Attorney
Subject: Vehicle Purchase

Recommendation:

- A. Request authorization from the Board of Supervisors to waive formal competitive bidding for the equipment described below.
- B. Authorize the District Attorney to purchase a vehicle as described below from Susanville Auto Center not to exceed \$24,064.93.
- C. Request the Board to approve a budget transfer in the amount of \$64.93.

Background and Discussion

In the normal course of business, the District Attorney's Office has multiple needs for vehicles. These needs range from travelling to crimes scenes at all hours of the day or night to attending parole hearings at state prisons throughout the state to attending trainings out of the county. To meet these fundamental obligations of a prosecutor's office it is essential we have dependable, appropriate and dedicated transportation.

Pursuant to the Plumas County Purchasing Policy section 3-1(e)(3), the District Attorney's Office is requesting to waive the competitive bidding process and purchase a vehicle from Susanville Auto Center for \$24,064.93. This is \$395.72 more than the price that was quoted in a formal bidding process last Fiscal Year. The vehicle is in stock on the lot and ready to be picked up. It has a few extras that were not included in the previous bid, but will get the vehicle in service immediately. Susanville Auto Center is willing to honor the same price they previously quoted us but we would have to order the vehicle and the wait time is extensive. Our last order exceeded twelve weeks.

Financial Impact

There is no direct financial impact to the county general fund. The Board approved a request from the District Attorney to purchase a vehicle for \$24,000 from the Stranded Supplemental one time revenue money. A budget transfer for \$64.93 will be made from within the District Attorney's budget to cover the balance.

The District Attorney's Office respectfully request approval from the Board to approve the purchase a 2015 Jeep Compass 4WD from Susanville Auto Center, waive the formal competitive bidding process and approve the budget transfer.

COUNTY OF PLUMAS

REQUEST FOR BUDGET APPROPRIATION TRANSFER

OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Dept. District Attorney

Dept. No.: ## 70301

Date: 10/5/15

1. The reason for this request is (check one):

Approval Required

A. ☐ Transfer to/from Contingencies OR between Departments

Board

B. ☐ Supplemental Budgets (including budget reductions)

Board

C. ☒ Transfers to/from or new Fixed Asset, within a 51XXX

Board

D. ☐ Transfer within Department, except fixed assets

Auditor

E. ☐ Establish any new account except fixed assets

Auditor

X	TRANSFER FROM OR	SUPPLEMENTAL REVENUE ACCOUNTS
---	------------------	-------------------------------

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

<u>FUND #</u>	<u>DEPT. #</u>	<u>ACCT. #</u>	<u>ACCOUNT NAME</u>	<u>\$ AMOUNT</u>
0001D	70301	521102	Fuel - Vehicle	64.93
			TOTAL:	64.93

TRANSFER TO:

<u>FUND #</u>	<u>DEPT. #</u>	<u>ACCT. #</u>	<u>ACCOUNT NAME</u>	<u>\$ AMOUNT</u>
0001D	70301	541501	Vehicle 4X4	64.93
TOTAL:				64.93

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 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) Transfer from Fuel to Vehicle 4X4.
- B) New Vehicle gets better gas mileage.
- C) Fixed asset purchase approved for this fiscal year
- D) No change in revenue. Funding comes from Stranded Supplemental payment

Approved by Signing Authority:

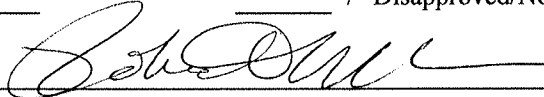


10/5/2015

/ / Approved/Recommended

/ / Disapproved/Not Recommended

Auditor
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 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 sysem.

Supplemental treansfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board 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 Auditor/Controller; if supplemental must be signed by the Auditor.

PROCLAMATION

Whereas, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including abuse to children and the elderly.

Whereas, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and

Whereas, the impact of domestic violence is wide ranging, directly effecting individuals and society as a whole, here in this community, throughout the United States and the world, and

Whereas, it is battered men and women themselves who have been in the forefront of efforts to bring peace and equality to the home.

We do hereby proclaim that, in recognition of the important work done by domestic violence programs, the month of October to be recognized as *National Domestic Violence Awareness Month*. We urge all citizens of Plumas County to actively participate in the scheduled activities and programs to work toward improving victim safety and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.

Signed

Dated

4

Plumas County

October 4, 2015

Board of Supervisors

Dear Supervisors,

The Quincy Friends of the Plumas County Library believe that the public will greatly benefit from the availability of Saturday hours at the Quincy Branch of the Plumas County Library. We have discussed this at length with Lynn Sheehy the County Librarian and have been in contact with Gayla Trumbo - County Human Resources Department.

During the Quincy Friends of the Plumas County Library Board meeting on Feb. 13, 2015 the board approved funding for four hours per week on Saturday's, a total of 52 weeks at the estimated cost of \$3,400.00. This funding will pay for a temporary employee including appropriate payroll fringe benefit costs during the hours of 11am-3pm as well as the additional costs for heating, or cooling and lighting during the 52 week period only. During the 52 week period statistical data will be obtained and subsequently presented to the Board of Supervisors. The intent is to provide the Supervisors with firm data that will show the public need and interest in additional library hours. The Quincy Friends of the Plumas County Library can only provide funding for one year as annual fundraising efforts do not create sufficient funding to sustain the additional hours on an ongoing basis.

The Quincy Friends of the Plumas County Library will reimburse the County for the costs as described in the MOU. In addition, the Quincy Friends of the Library will advertise and promote the added hours to the public. We are very excited about offering these additional hours to the public and hope the Board of Supervisors will approve the MOU and subsequently support adding additional hours to the Library budget.

Thank you in advance for the opportunity to better serve our wonderful community.

Sincerely,



Sherry Kumler – President of the Quincy Friends of the Plumas County Library



Diann Jewett - Secretary/Treasurer of the Quincy Friends of the Plumas County Library

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF PLUMAS
AND THE
QUINCY FRIENDS OF THE PLUMAS COUNTY LIBRARY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "Agreement") is made and entered into this 13st day of October, 2015, by and between the County of Plumas, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the Quincy Friends of the Plumas County Library, a California non-profit corporation (hereinafter referred to as "SPONSOR") and collectively referred to as the "Parties".

RECITALS

WHEREAS, the SPONSOR desires to pay for extended library hours, specifically for the opening of the Quincy library branch for four hours every Saturday; and

WHEREAS, the COUNTY is willing to offer such Saturday hours in exchange for the payments from the SPONSOR.

TERMS

NOW, THEREFORE, the parties do hereby agree as follows:

1. Responsibilities of the Parties

- a. The COUNTY shall open and operate the Quincy library branch every Saturday beginning November 7, 2015, and ending at 3:00 p.m. on November 19, 2016 (with the exception of November 28, 2015, December 26, 2015, January 2, 2016, July 2, 2016 and September 3, 2016). Saturday hours at the Quincy library branch during this term shall be from 11:00 a.m. through 3:00 p.m.;
- b. The SPONSOR shall pay a total amount of Three Thousand Five Hundred Dollars (**\$3,500**) to the COUNTY in four equal installments of Eight Hundred Seventy-five Dollars (**\$875**), paid quarterly in arrears as reimbursement for the COUNTY's operating expenses in offering the above-described Saturday hours; and
- c. The COUNTY shall send an invoice to the SPONSOR on a quarterly basis requesting such reimbursement, which SPONSOR shall pay within fifteen (15) days of its receipt.

2. Term of MOU

This MOU will become effective upon signatures of both parties and will terminate on November 19, 2016, unless amended, extended, or terminated pursuant to the terms of this MOU.

3. Indemnity

Each party hereto shall indemnify, defend and hold harmless the elected or appointed governing body, the agents, representatives, and employees of the other party hereto, from any liability or claims of liability for damages to persons or property arising out of, or resulting from, any negligent or willful act or omission of the indemnifying party in the performance or failure to perform any action or activity contemplated, necessary, or authorized under this MOU.

4. Termination

This MOU may be terminated as follows:

- a. By mutual agreement of the COUNTY and SPONSOR upon such terms and conditions as may be agreed upon.
- b. By either party at any time without cause by delivering written notice to the other party at least thirty (30) days in advance of the proposed date of termination.
- c. If the MOU is terminated pursuant to this Section, neither party may nullify obligations already incurred for performance of services prior to the date of notice or, unless specifically stated in the notice, required to be performed through the effective date of termination. Any notice of termination will incorporate necessary transition arrangements and will comply with all such arrangements.

5. Entire MOU

This MOU contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

6. Applicable Law/Venue

The laws of the United States and the State of California will govern this MOU. This Agreement is made in Plumas County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Plumas.

7. Severability

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

8. Entirety of Contract

This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9. Attorney's Fees

In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

IN WITNESS WHEREOF, COUNTY and SPONSOR have executed this MOU on the

_____ day of October, 2015.

SPONSOR:

By: Sherry Kumler
Sherry Kumler
President
Quincy Friends of the Plumas County Library

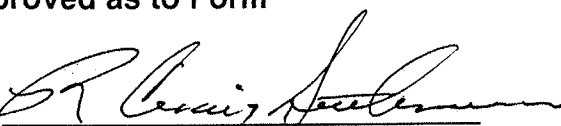
By: Diann Jewett
Diann Jewett
Secretary/Treasurer
Quincy Friends of the Plumas County Library



COUNTY:

By: _____
Kevin Goss
Chair, Plumas County Board of Supervisors

Approved as to Form

By: 
R. Craig Settemire
County Counsel
County of Plumas