



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 20, 2015 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

9:00 – 10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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) FACILITY SERVICES & AIRPORTS

Approve and authorize the Chair to sign Services Agreement between County of Plumas and California Generator Service for maintenance on eleven emergency power generators; approved as to form by County Counsel

B) SHERIFF

- 1) Approve and authorize the Chair to sign contract between County of Plumas and DeMartile Automotive, Inc. of \$40,000 to provide maintenance, service and repair to Sheriff's vehicles; approved as to form by County Counsel
- 2) Adopt **RESOLUTION** authorizing the Sheriff to sign a Grant Agreement for the Law Enforcement Equipment Grant Program with the Department of Parks & Recreation, Division of Boating & Waterways of \$13,500, and approve supplemental budget of \$13,500 accordingly; approved as to form by County Counsel

C) SOCIAL SERVICES

- 1) Approve and authorize the Director of Social Services to sign Agreement between County of Plumas and Environmental Alternatives, Inc. for Independent Living Program Services effective July 01, 2015; and authorize the Agreement to be extended for two additional twelve month periods following the current term and subject to availability of funding; approved as to form by County Counsel
- 2) Approve and authorize the Director of Social Services to sign extension of an Agreement between County of Plumas and Plumas Rural Services for the provision of services connected with the Department of Social Services Child Welfare Services System Improvement Plan; and authorize the Agreement to be extended for an additional twelve months following the current term and subject to availability of funding; approved as to form by County Counsel

2. **DEPARTMENTAL MATTERS**

A) **SOCIAL SERVICES** – Elliott Smart

- 1) Authorize the Department of Social Services to recruit and fill vacant 1.0 FTE Social Services Aide position; discussion and possible action
- 2) Authorize the Department of Social Services to recruit and fill vacant 1.0 FTE Office Assistant I/II position; discussion and possible action

B) **HUMAN RESOURCES** – Gayla Trumbo

- 1) Adopt **RESOLUTION** to Add the Classification of Assistant County Assessor to the Plumas County Classification Plan at the Salary Range of 2440. **Roll call vote**
- 2) Authorize the Human Resources Director to recruit and fill 1.0 FTE Human Resources Technician I/II; discussion and possible action

C) **PUBLIC WORKS** – Robert Perreault

Presentation of Workshop Schedule for the Plumas County Active Transportation Plan – Pedestrian/Bicycle Plan

3. **EASTERN PLUMAS CHAMBER** – Audrey Ellis

Request for funding of \$1,000 in support of Eastern Plumas Chamber and Rec & Tech to attend the Travel & Adventure Show in Santa Clara, March 5 – 6, 2016; discussion and possible action

4. **BIG FISH CREATIONS**

Discussion and possible action to consider funding for printing costs of a brochure to be distributed at the Santa Clara Travel & Adventure Show

5. **BOARD OF SUPERVISORS**

- A. Continuation of a matter from October 06, 2015: Confirm language and formal adoption of “**A RESOLUTION of the Board of Supervisors of the County of Plumas Calling an Advisory Election to Allow the Voters of Plumas County to Voice their Opinion regarding Separation from the State of California and Formation of a New State**”, following completion of public comment and discussion on October 06, 2015. **Roll call vote**
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. Appointments

ALMANOR RECREATION AND PARKS DISTRICT

Appoint Colleen Garrett, Carlene Slusher, and Maria Maumoynier to the Almanor Recreation and Parks District Board to form a quorum necessary to conduct their business

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Building Official
- B. Personnel: Public employee performance evaluation – Director of Child Support Services
- C. Personnel: Public employee appointment or employment – Human Resources Director
- 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, November 03, 2015, Board of Supervisors Room 308, Courthouse, Quincy, California.



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DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Dony Sawchuk
Director

Board Meeting: October 20, 2015

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: **Approve Service Agreement with California Generator Service for maintenance on eleven Plumas County emergency power generators**

Background

California Generator Service maintains all of Plumas County's eleven generators. The amount of the agreement is \$10,450.00 for annual maintenance and repairs. The amount of \$4,375.00 is for any additional or necessary repairs as needed during this routine inspection and maintenance contract. The total for this contract is not to exceed \$14,825.00 annually.

Recommendation

Approve Service Agreement with California Generator Service.

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



Office of the Sheriff *IBI*

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

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: October 5, 2015
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood *(Signature)*
RE: Agenda Items for the meeting of October 17, 2015

It is recommended that the Board:

Approve and sign contract #PCSO00016 between the Plumas County Sheriff's Office (PCSO) and DeMartile Automotive, Inc. in the amount of \$40,000.

Background and Discussion:

The term of this contract is 10/01/15 – 09/30/16. This purpose of this agreement with DeMartile Automotive, Inc is to provide maintenance, service and repair to the Sheriff's vehicles.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made this 1st day of October, 2015, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and DeMartile Automotive, Inc., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty Thousand Dollars and No/100 (\$40,000.00).
3. Term. The term of this agreement shall be from October 1, 2015 through September 30, 2016, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform Warranty and Legal Compliance. The

services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

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

to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Department
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Roni Towery

Contractor:

DeMartile Automotive, Inc.
200 E. Main Street
Quincy, CA 95971
Attention: Kathy DeMartile

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

SM COUNTY INITIALS

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

CONTRACTOR:

DeMartile Automotive, Inc.,
a California corporation

COUNTY:

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

By: _____

Name:

Title:

By: _____

Name:

Title:

By: _____

Name: Kevin Goss

Title: Board of Supervisors, Chair

Approved as to form:

Plumas County Counsel

By: Stephen L. Mansell 9/30/15
Stephen L. Mansell
Deputy County Counsel

EXHIBIT A

Scope of Work

SM COUNTY INITIALS

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
 - a. Lube, oil and filter changes (LOF).
 - b. Vehicle inspection.
 - c. Tire rotation.
 - d. Mounting and balancing of tires.
 - e. Sale and installation of new tires.
 - f. Engine repair and replacement.
 - g. Drivetrain repair and replacement.
 - h. Diagnostics, including driveability and mechanical repairs.
2. Notwithstanding the foregoing, Contractor shall not be responsible for providing paint or body repairs.
3. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$70.00 per hour.
2. All store parts shall be provided at list price minus ten percent (10%).
3. All dealer ship parts shall be provided at list price minus five percent (5%).
4. County shall pay actual shipping charges for parts.
5. Parts discounts do not apply to parts used in oil changes.
6. LOF changes with inspection shall be charged at \$52.00 (all inclusive) for up to seven (7) quarts of oil. If less oil is used, an appropriate discount will be applied by Contractor.
7. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
8. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



Office of the Sheriff

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

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GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: October 5, 2015
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of October 17, 2015

It is recommended that the Board:

Adopt Resolution authorizing the Sheriff to sign and execute a grant agreement for the Law Enforcement Equipment Grant Program with the Department of Parks & Recreation, Division of Boating & Waterways – Grant Number #C15L0615.

Approve supplemental budget request for awarded funding.

Background and Discussion:

Funding has been awarded in the amount of \$13,500.00 from the Department of Parks & Recreation, Division of Boating & Waterways for the purchase of a boat motor needed for the Sheriff's Boating Safety and Enforcement (BS&E) Program.

The agreement has been approved as to form by County Counsel.

A copy of the complete contract is on file with the Clerk of the Board for additional review.

PLUMAS COUNTY BOARD OF SUPERVISORS
RESOLUTION # _____

WHEREAS, THE SHERIFF OF PLUMAS COUNTY DESIRES TO UNDERTAKE A CERTAIN PROJECT DESIGNATED AS THE "LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM" FOR THE PLUMAS COUNTY SHERIFF'S OFFICE BOATING SAFETY & ENFORCEMENT PROGRAM, TO BE FUNDED AND ADMINISTERED BY THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS.

NOW, THEREFORE, BE IT RESOLVED THAT THE SHERIFF OF THE COUNTY OF PLUMAS IS AUTHORIZED TO ACCEPT GRANT FUNDING PURSUANT TO, AND EXECUTE ON BEHALF OF THE BOARD OF SUPERVISORS, THE LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM GRANT AGREEMENT (INCLUDING THE CONTRACTOR CERTIFICATION CLAUSES AND RECYCLING CERTIFICATION, AS WELL AS ANY ADDITIONAL DOCUMENTATION NECESSARY TO IMPLEMENT THE GRANT AGREEMENT) AND SUBMIT THESE DOCUMENTS TO THE DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS.

IT IS AGREED, THAT THE COUNTY OF PLUMAS SHALL COMPLY WITH THE FINANCIAL AND PROCUREMENT REQUIREMENTS OF THE LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM AGREEMENT #C15L0615, AND THE RELATED EQUIPMENT PURCHASE CONTRACTS.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS OF PLUMAS COUNTY IN A MEETING THEREOF HELD ON _____, 2015 BY THE FOLLOWING VOTE;

AYES;

NOES;

ABSENT;

CHAIR SIGNATURE: _____ **DATE:** _____

TYPED NAME AND TITLE: Kevin Goss, Chair

ATTEST; SIGNATURE: _____ **DATE:** _____

TYPED NAME AND TITLE: Nancy DaForno, Clerk

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: Plumas County Sheriff's Office

THE TERM OF THIS AGREEMENT IS: October 1, 2015 through September 30, 2030

GRANT TITLE: LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM

GRANT NUMBER: C15L0615

The Grantee agrees to the terms and conditions of this contract, hereinafter referred to as Agreement, and the State of California, acting through its Director of Parks and Recreation, Division of Boating and Waterways, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the Agreement.

The General and Special Provisions attached are made a part of and incorporated into the Agreement.

Grantee: <u>Plumas County Sheriff's Office</u>	Agency: <u>Department of Parks and Recreation</u> <u>Division of Boating and Waterways</u>
Address: <u>1400 East Main St.,</u> <u>Quincy, CA 95971</u>	ATTN: <u>Corrina Dugger</u>
BY: _____ (Authorized Signature)	BY: _____ (Authorized Signature)
Printed Name and Title of Authorized Representative	Ramona Fernandez, Chief of Operations
Date: _____	Printed Name and Title
	Date: _____

Approved as to form:


Stephen J. Howell, Deputy 10/1/15
COUNTY COUNSEL

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

GRANTEE: Plumas County Sheriff's Office

THE TERM OF THIS AGREEMENT IS: October 1, 2015 through September 30, 2030

GRANT TITLE: LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM

GRANT NUMBER: C15L0615

CONTRACT NO C15L0615	AMENDMENT NO	CALSTARS VENDOR NO 400000003600			PROJECT NO
AMOUNT ENCUMBERED BY THIS DOCUMENT \$13,500.00	FUND TITLE Federal Trust Fund #0890	AGENCY BILLING CODE NO 032011			
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$0	ITEM 3790-101-0890	CHAPTER 10	STATUTE 2015	FISCAL YEAR 2015/16	
TOTAL AMOUNT ENCUMBERED TO DATE \$13,500.00	INDEX 1706	OBJECT CODE 702	PCA CODE 68113	PROJECT/WORK PHASE	
T.B.A. NO	I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.				
B.R.NO	ACCOUNTING OFFICER'S SIGNATURE			DATE	

BOATING SAFETY AND ENFORCEMENT GRANT
EQUIPMENT AND OPERATION CONTRACT

This Grant Agreement C15L0615 is entered into on October 1, 2015 between the State of California, Department of Parks and Recreation, Division of Boating and Waterways (DEPARTMENT) and the Plumas County Sheriff's Office (GRANTEE). The DEPARTMENT and the GRANTEE agree as follows:

1. CONTRACT

This Contract includes

EXHIBIT A, Standard Terms and Conditions

EXHIBIT B, General Terms and Conditions

EXHIBIT C, 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and

EXHIBIT D, Circular No. A-128, Audits of State and Local Government,

EXHIBIT E, Suggested Language for Recycling Certification, Contractor Certification Clauses, DVBE, and Darfur Act,

EXHIBIT F, Darfur Contracting Act.

2. GRANT

The DEPARTMENT will make a grant to the GRANTEE of up to \$ 13,500.00 (Thirteen Thousand Five Hundred and 00/100). This GRANT shall not exceed this amount, shall be made using Federal funds, and shall be used to purchase MISCELLANEOUS EQUIPMENT (Engine, repowers and replacements) in accordance with EXHIBIT A.

	Line Item	Qty	Rate	UOM	Total
1	Equipment				
	Engine, repowers and replacements	1.0000	13500.000	EA	13,500.00
TOTAL EXPENDITURES					13,500.00

3. PURCHASE COMPLETION DATE

The EQUIPMENT purchase shall be completed no later than September 30, 2016. The DEPARTMENT will make payment under this CONTRACT upon receipt of a written request by the GRANTEE as specified in Article III and XIII of EXHIBIT A attached hereto.

4. SPECIAL PROVISIONS

- (a) GRANTEE hereby certifies that the obligations created by this CONTRACT do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- (b) This CONTRACT is not fully executed until signed by the DEPARTMENT, GRANTEE, and approved by the Department of General Services, if required. Grantee may not go out to bid until CONTRACT is fully executed and equipment specifications have been approved by the DEPARTMENT.
- (c) GRANTEE hereby certifies that during the performance of this CONTRACT, GRANTEE and any sub-grantees shall fully comply with State regulations regarding the implementation of Disabled Veteran business participation goals as set forth in ARTICLE XVI, Disabled Veteran Business Enterprise Participation Requirements, ARTICLE XVII, Recycling Certification and ARTICLE XVIII, CONTRACTORS CERTIFICATION CLAUSES.
- (d) GRANTEE shall continue with the responsibilities of this CONTRACT during any dispute.
- (e) Notices required between the DEPARTMENT and the GRANTEE shall be deemed to have been given when mailed to the respective addresses below, first-class postage fully prepaid thereon.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: BOAT PATROL Dept. No: 70350 Date: 10/5/2015

The reason for this request is (check one):

Dept. No: 70350

Date

10/5/2015

The reason for this request is (check one):		Approval Required
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

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

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

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 for equipment grant awarded

B) N/A

C) N/A

D) Awarded equipment grant in the amount of \$13,500

Approved by Department Signing Authority:

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Board Approval Date:

Clerk of the Board Signature: _____

— 1 —

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.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

10/1

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

ELLIOTT SMART
DIRECTOR

DATE: OCTOBER 8, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR OCTOBER 20, 2015 - CONSENT AGENDA
RE: APPROVAL AND AUTHORIZATION TO SIGN A CONTRACT WITH
ENVIRONMENTAL ALTERNATIVES, INC. TO PROVIDE INDEPENDENT
LIVING PROGRAM (ILP) SERVICES

It is Recommended that the Board of Supervisors

- (1) Approve the enclosed contract agreement between Environmental Alternatives Inc. and the Plumas County Department of Social Services for Independent Living Program Services.
- (2) Authorize the contract to be extended for two additional twelve month periods following the current term, subject to the availability of Independent Living Services funds for Fiscal Year 2016-2017.
- (3) Authorize the Director of the Department of Social Services to sign the agreement for the term that began July 1, 2015 as the Board's designee.

Background and Discussion

The Independent Living Services Program (ILPS) is a set of federally funded services that are designed to assist foster youth and former foster youth who are 16 years of age or older and who are moving toward the transition from foster care to living independently. The program provides services to both dependents (W&I Code Section 300) children who are under the supervision of the Social Services Department and to children who are wards (W&I Code Section 600) of the juvenile court under the supervision of the Probation Department.

The range of transitional services that are offered to these children are decided at the local level, but they typically include assistance with obtaining a high school diploma or equivalency, assistance with achieving an advanced education plan including assistance with applying for Chafee educational assistance stipends, securing housing, learning skills necessary to be successful in everyday living situations, and money management and consumer education.

Independent Living Program services are pivotal to providing foster youth with skills and support mechanisms that will make transition to living on their own more likely to be a successful experience. The program bridges gaps in skills learning that for non-foster children are typically taught in the home environment by family members, usually parents.

The Department of Social Services solicited requests for proposals from community based and public organizations to provide ILPS services. Proposals were received from three responsible entities and each was deemed responsive to the request. Each proposal was rated by a team within the Department which concluded that the proposal received from Environmental Alternatives was the strongest. With that in place, the Department recommends approval of a contract with EA.

The Department is also recommending that the Board authorize the extension of the contract agreement for an additional two terms following the conclusion of the contract's initial term. The Department is requesting authority for an extension because we believe it is important for transitioning foster youth to have continuity in their connection with services that are targeting their independence from foster care. The authorization would be conditioned upon the availability of federal funding to support the ILP program.

Financial Impact

This portion of Independent Living Services is funded 100% by Child Welfare Services System Improvement funds. There is no local match requirement.

Funding available for the current contract term for Independent Living Services is \$30,000 for direct services and \$5,000 for the Foster Care Summit. The approved County budget for the Department of Social Services includes an appropriation to fund this contract.

Other Agency Involvement

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

Copies: PCDSS Management Staff (memo only)
 Environmental Alternatives
 Mara Solomon, Staff Services Analyst (with enclosures)

Enclosure

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and Environmental Alternatives, (EA), a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000).
3. Term. The term of this Agreement shall be from July 1, 2015 through June 30, 2016, unless terminated earlier as provided herein.
4. Extension. Subject to an agreement between the parties regarding total compensation available, this Agreement may be extended for an additional period not to exceed twelve calendar months. Such an extension shall include the agreed upon compensation rate and shall be evidenced in writing and signed by both parties.
5. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor

agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

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

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approval of whatsoever nature that is legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this Agreement.
16. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. 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.
20. 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.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* which relate to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Dept. of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Elliott Smart, Director

Contractor:

Tim Wilkinson, Executive Director
Environmental Alternatives
P.O. Box 3940
Quincy, CA 95971

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

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

CONTRACTOR:

Environmental Alternatives, a
California Corporation

COUNTY:

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

By: _____

Name: Tim Wilkinson
Title: Executive Director

Date: _____

By: _____

Name: Elliott Smart
Title: Social Services Director

Date: _____

Approved as to Form:

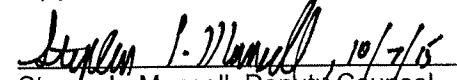

10/7/15
Steven L. Mansell, Deputy Counsel

EXHIBIT A**Scope of Work**

The ILP Program will provide independent living skills training for youth 16 to 18.

The ILP Program will provide independent living skills training for non-minor dependents (NMD's), ages 18-20, to comply with AB12.

The ILP Program will provide aftercare services for children exiting the foster care system.

The ILP Coordinator will work with the Social Worker/Probation Officer and youth in preparation of the Transitional Independent Living Plan and 90-Day Transition Plan.

The ILP Coordinator will complete the yearly ILP Report in coordination with the Department of Social Services. The ILP Coordinator shall keep detailed records of those participating in the program and which services were offered.

The ILP Coordinator shall submit monthly reports to the Department of Social Services for each youth or NMD participating in the program. The reports shall reflect the services and education attended.

The ILP Coordinator shall be available for Treatment Team Meetings for those youth participating in the program.

The ILP Coordinator shall work with the Educational Liaison within the County to obtain educational information and needs.

The ILP Program will ensure that State and Federal mandates are met through the completion of surveys that may be required for the program.

The ILP Program will plan and develop the yearly Foster Care Summit that focuses on self recognition, goal development, and social connections.

EXHIBIT B***ENVIRONMENTAL ALTERNATIVES******Environmental Alternatives Budget 2015-2016***

ILP	\$ 30,000
Foster Care Summit	\$ 5,000
TOTAL	\$ 35,000



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

ELLIOTT SMART
DIRECTOR

DATE: OCTOBER 8, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 20, 2015, CONSENT AGENDA

RE: APPROVAL OF A CONTRACT WITH PLUMAS RURAL SERVICES FOR THE PROVISION OF SERVICES CONNECTED WITH THE CHILD WELFARE SERVICES SYSTEM IMPROVEMENT PLAN

It is Recommended that the Board of Supervisors

1. Approve the extension of an agreement with Plumas Rural Services for the provision of services connected with the Department of Social Services CWS System Improvement Plan.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Subject to the availability of funds and an agreement regarding compensation, authorize the extension of the agreement for an additional twelve months following the conclusion of the current term.

Background and Discussion

Prior to 2011 Public Safety Realignment, some of the funding for family support and preservation was distributed under the authority of the Child Abuse Prevention Council. With Realignment, such funding became part of the Public Safety Realignment and as a result of recommendations from the Department of Social Services, authority for such funds has been transferred to the Department. In our meetings with members of the Children's Council, the Department agreed to adhere to the Council's funding priorities over the near term so long as those priorities matched strategic elements of our Child Welfare System Improvement Plans.

With this in mind, the Department is recommending that the Board approve the enclosed contract with Plumas Rural Services for several initiatives that are connected with the Department's Child Welfare Services System Improvement Plan.

The Department also recommends that following the conclusion of the existing term the Department be authorized to extend the agreement for an additional term not to exceed twelve months subject to the availability of funding for these purposes and an agreement regarding compensation.

Financial Impact

Funding to support these services comes from the Department of Social Services System Improvement funding stream. There is no cost to the County General Fund. The approved county budget contains sufficient appropriations for these expenditures.

Other Agency Involvement

The Office of County Counsel has reviewed the proposed agreement and approved it as to form.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services and Public Guardian (hereinafter referred to as "County"), and PLUMAS RURAL SERVICES, (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the amount of \$11,000.00 (ELEVEN THOUSAND DOLLARS).
3. Term. The term of this Agreement shall be from July 1, 2015 through June 30, 2016, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Extension. This Agreement may be extended for an additional period not to exceed twelve calendar months subject to an agreement by the parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties.
6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant

funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

d. Workers Compensation insurance in accordance with California state law.

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

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

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

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

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

County:

Plumas County Dept. of Social Services
Elliott Smart, Director
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971

Contractor:

Plumas Rural Services, Inc.
Michele Piller, Executive Director
586 Jackson Street
Quincy, CA 95971

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. **NOTE: Only for contracts in excess of \$10,000.]**

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

CONTRACTOR:

Plumas Rural Services, Inc.

By: _____
Name: Michele Piller
Title: Executive Director
Date signed:

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

By: _____
Name: Elliott Smart
Title: Director
Date signed:

APPROVED AS TO FORM:

Stanley F. Settlemire, Deputy 10/7/15
R. Craig Settlemire
Plumas County Counsel

EXHIBIT A**Scope of Work**

PLUMAS RURAL SERVICES will provide family support services throughout Plumas County in these four service areas; **Family Support, Family Preservation, Adoption Promotion and Support, and Time Limited Family Reunification.**

To this end, PLUMAS RURAL SERVICES will:

- Maintain regular contact with the Plumas County Department of Social Services (PCDSS);
- Accept referrals from PCDSS of at-risk families who have voluntarily agreed to accept intensive in-home services from a qualified home visitor at least 2 times a month;
- Accept referrals from PCDSS of adoptive families;
- Complete a risk assessment of all at-risk referred families within 30 days of referral;
- Based on initial and assessments, home visitor will prioritize the services that will be provided to referred families. These services may include:
 - Crisis Counseling
 - Family Counseling and advocacy
 - Referrals to other agencies and services
 - Parent Education and support
 - Participation in multidisciplinary team meetings
 - Assistance with budgeting
 - Providing relapse prevention
 - Teaching communication skills
 - Domestic Violence prevention
 - School support and advocacy
 - Assistance with employment, medical and other applications
 - Adoption information and support
 - Other services as needed
- Provide on-call crisis management while working with at-risk families;
- Be mandated reporters and make reports to Social Services when abuse and/or neglect is suspected;
- Collect and compile information for quarterly and annual reports.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

201
Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

ELLIOTT SMART
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: OCTOBER 6, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 20, 2015

RE: REQUEST TO FILL A VACANT SOCIAL SERVICES AIDE POSITION AS SOON AS
ADMINISTRATIVELY POSSIBLE

A handwritten signature in black ink, appearing to read "ES".

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacant Social Services Aide position as soon as administratively possible.

Background and Discussion

The Department has experienced a vacancy in the position of Social Services Aide. This position is critical to public safety and the safety of children as this position is assigned a support role in the Child Protective Services unit.

Financial Impact

There is no financial impact to the County General Fund. Funds to support this position come from the 2011 Public Safety Realignment of Child Protective Services.

Copies: DSS Management Staff
Gayla Trumbo, Human Resources Director

Enclosures (3)

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Social Services Aide – Child Protective Services

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

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

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

Answer: We no longer have capacity to perform the duties of this vacant position due to increasing requirements for visitations, etc.

- How long has the position been vacant?

Answer: The position will become vacant as of October 23, 2015 when the incumbent assumes new duties of a promotional position in the Probation Department.

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

Answer: No.

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

Answer: Other counties utilize Social Worker Aides in similar ways to assist with protecting children.

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

Answer: Child Protective Services

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

Answer: The state allocates funds to Counties to fulfill the mandate the requires Counties to provide services to abused and neglected children. In the absence of filling this position, such funds would go unutilized.

- 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?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

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

Answer: No.

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

Answer: No.

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

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

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

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

Position Classification: Social Worker Aide

FTE: 1.00

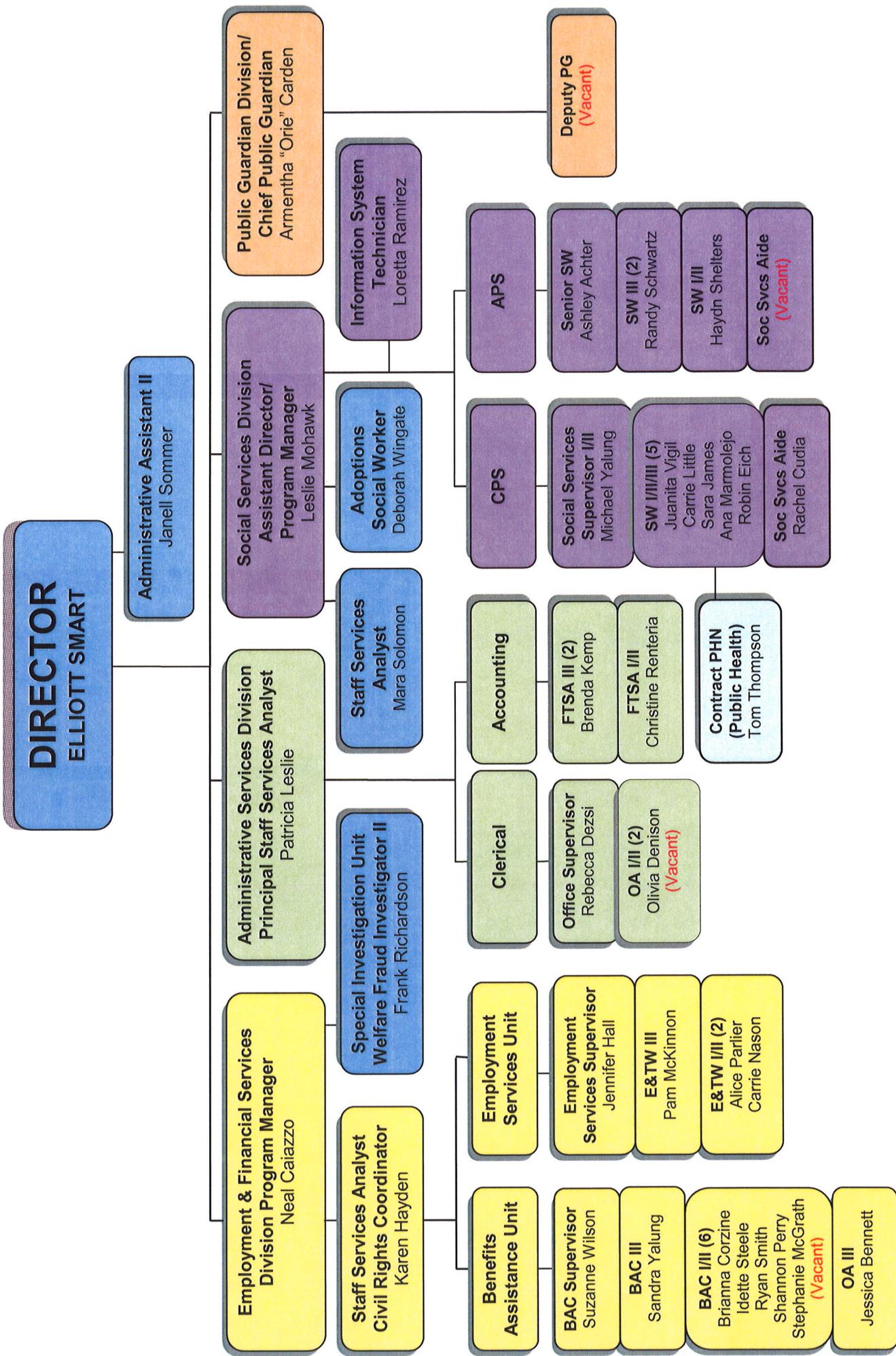
Budgeted Position: Yes

Mandated Program: Yes

Position Description: The Social Worker Aide position assigned to the Child Protective Services program is responsible for a number of duties that are connected with the placement of Dependant Children of the Juvenile Court in foster care. This position's duties are can include scheduling Court ordered child and family visitations and obtaining transportation and a driver for such visits. The Social Worker Aide is also responsible for scheduling reviews of non-relative extended family member and relative caregiver homes and approving such homes for the purposes of placing abused or neglected children with those persons. This position also interacts with the Foster Care Benefits Assistance Counselor for purposes of assuring the benefits and assistance is provided to foster parents on a timely basis.

Funding Sources: Funding to support this position comes from federal pass through dollars, the State General Fund and county Realignment dollars. There is no cost to the County General Fund associated with this position.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

112
(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

ELLIOTT SMART
DIRECTOR

DATE: OCTOBER 6, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 20, 2015

RE: AUTHORIZATON TO FILL A VACANT OFFICE ASSISTANT I/II POSITION

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill one vacant 1.00 FTE Office Assistant I/II position as soon as administratively possible.

Background and Discussion

The Department of Social Services has experienced a vacancy in the Office Assistant I/II class. The position became vacant effective October 2, 2015. This OA position performs application screening for applications for assistance, clerical reception, finger imaging and telephone reception for the Department. The work is critical to effectively serving the public and to meeting our requirement to screen applications for emergencies.

The Department requests the authority to fill the position as soon as administratively feasible.

Financial Impact

This is a budgeted and funded position. There is no impact to the General Fund as funding comes from federal, state and 1991 Realignment sources.

Copies: DSS Management Staff

Enclosures (3)

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Office Assistant – Clerk/Receptionist

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

Answer: Yes. Public social services are state mandated.

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

Answer: The position is funded in the current budget and has no General Funds associated with it. Additionally the caseload is growing and the state provides funds to meet this growth. The position performs state mandated fingerprint imaging and screening of applicants.

- How long has the position been vacant?

Answer: The position became vacant effective October 2, 2015.

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

Answer: No.

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

Answer: Other counties are structured in a very similar way. The state determines appropriate staffing levels and funds accordingly.

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

Answer: We will not be able to process perform tasks associated with eligibility determinations due to not having a clerk receptionist that can log in and conduct screening for program eligibility.

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

Answer: We will not expend state funds that have been allocated to this function .

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

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

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

Answer: No.

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

Answer: No.

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

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

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

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

Position Classification: Office Assistant I/II

FTE: 1.00

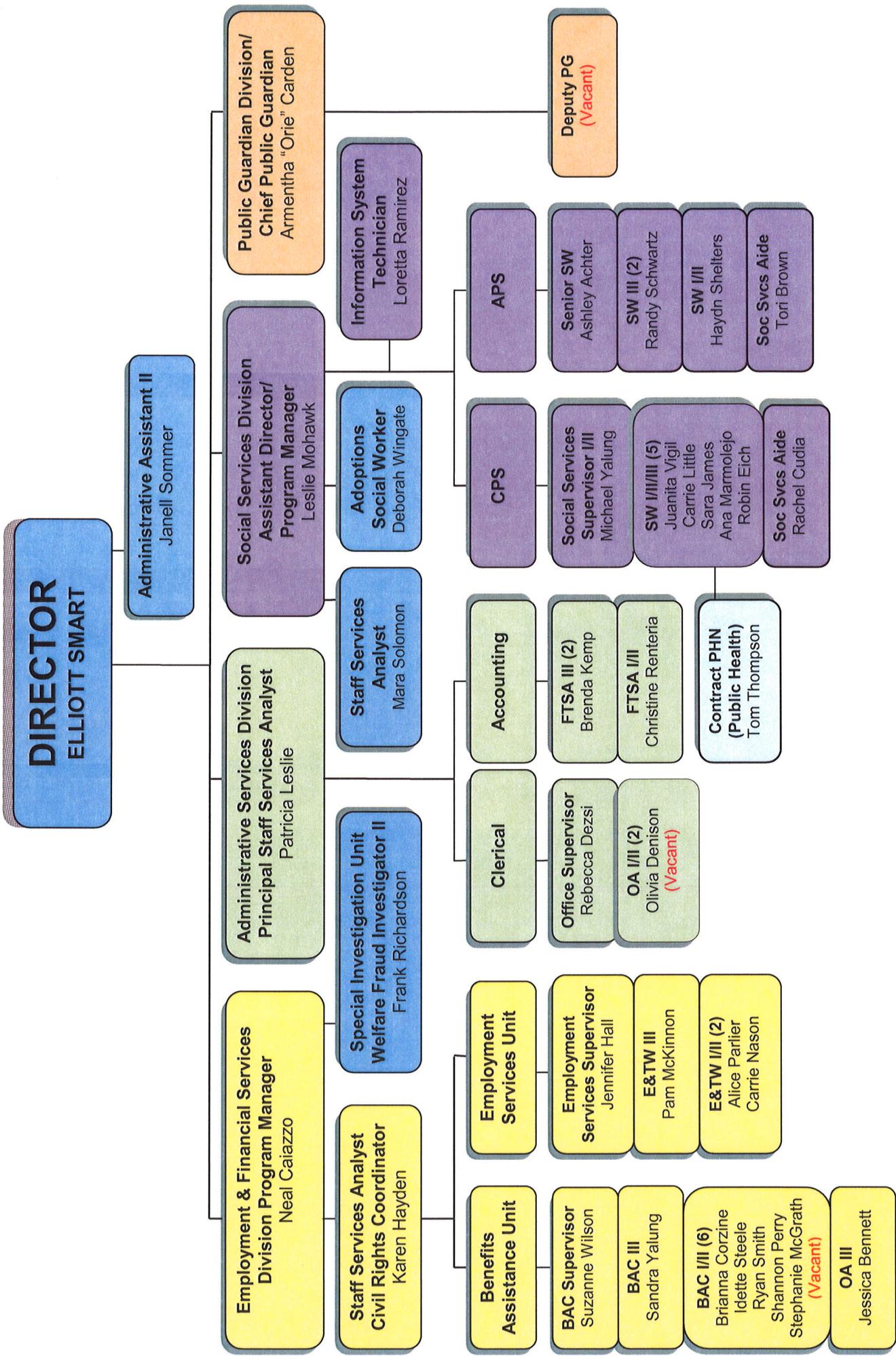
Budgeted Position: Yes

Mandated Program: Yes

Position Description: This position is responsible for clerical support and reception services that support all programs in the Department. The incumbent performs a variety of clerical/reception work including screening and logging into the ISAWS system including the initial eligibility application for public assistance benefits. This position is also responsible for logging new clients into the Fingerprint Imaging System. The incumbents sorts and delivers incoming Departmental mail and, may make deliveries to the Courthouse.

Funding Sources: The funding to support this position comes from federal pass through dollars, the State General Fund and county Realignment dollars. There is no cost to the County General Fund associated with this position.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



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DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: gaylatrumbo@countyofplumas.com



Gayla S. Trumbo
Human Resources Director

DATE: October 9, 2015

TO: The Honorable Board of Supervisors

FROM: Gayla Trumbo, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF OCTOBER 20, 2015.

RE: ADOPT RESOLUTION TO ADD THE CLASSIFICATION OF ASSISTANT COUNTY ASSESSOR TO THE PLUMAS COUNTY CLASSIFICATION PLAN AT THE SALARY RANGE OF 2440.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt Resolution to add the position of Assistant County Assessor to the Classification Plan at Salary Range 2440.

BACKGROUND AND DISCUSSIONS:

County Assessor Mr. Chuck Leonhardt received notification that his Chief Appraiser would be retiring in August of this year. In evaluating his organization structure Mr. Leonhardt reviewed his 8.0 FTE allocations for his department. During his review he also wanted to address succession planning for the department's future. He noticed that when Department Heads retire or leave County employment whether it be an elected or appointed position the County has faced difficulty in filling these positions. In looking to the future having someone that is knowledgeable of the operating functions and essentials of the Assessor's Department would be a great asset to the County.

During the budget process for 2015-2016, Mr. Leonhardt brought forward information to this Board regarding his vacant Chief Appraiser position and his concerns of succession planning. He also brought forward his proposal of adding an Assistant County Assessor to his department. Originally Mr. Leonhardt was informed that the Assistant County Assessor classification existed years ago and his desire was to reestablish this classification and have it allocated to his department. The Board approved 1.0 FTE Assistant County Assessor to the Assessor's Department.

While preparing this agenda item I also thought that the Assistant County Assessor classification existed years ago. Unfortunately, while preparing this agenda item for approval I could not find a former job description of Assistant Assessor. I also pulled former employee records of those

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that were thought to have held the Assistant position years ago and found that they held either the Appraiser III or Chief Appraiser position.

The proposed salary of the Assistant County Assessor classification is at the same salary level as that of the Assistant Treasurer/Tax Collector.

The job description for the Assistant Assessor classification was provided to Mr. Gregory Ramirez, Operating Engineers Representative with an offer to meet and confer. After Mr. Ramirez's review of the proposed job description, the Union responded that they had no issues with this position moving forward to the Board of Supervisors for approval.

At this time I respectfully request that you approve the resolution adding the position of Assistant County Assessor to the Classification Plan at the Salary Range 2440.

Thank you for your time and consideration.

RESOLUTION NO. _____

**RESOLUTION TO AMEND THE COUNTY CLASSIFICATION PLAN TO
INCLUDE THE JOB DESCRIPTION OF ASSISTANT COUNTY ASSESSOR**

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**, during the fiscal year needs may arise to amend the Classification Plan; and **WHEREAS**, the County Assessor Mr. Chuck Leonhardt appeared before the Board during the 2015-2016 budget hearings and expressed his need to refill his Chief Appraiser position and his desire to have a succession plan in place; and **WHEREAS**, in his succession proposal he requested that a 1.0 FTE Assistant County Assessor be allocated to his department which the Board approved within the 2015-2016 budget; and **WHEREAS**, it was thought that this classification existed back in the mid 1980's on further review it was determined that this classification was not within the County Classification Plan, therefore we are amending the Classification Plan to include Assistant County Assessor position and salary classification of 2440; and **WHEREAS**, the Human Resources Director meet and conferred with Operating Engineers regarding this new classification and salary range. The Union has no issues with Plumas County moving forward with this change.

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

The County's classification plan is hereby amended to include the Assistant County Assessor and the salary classification of 2440.

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 20th day of October, 2015 by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

ASSISTANT COUNTY ASSESSOR

DEFINITION

Under General direction, to assist the County Assessor with planning, directing, and coordinating the functions of the County Assessor's Office; to plan, organize, and direct the preparation and maintenance of the County Assessment Roll; to supervise and coordinate the office support functions and supervise and coordinate the assessment of real and personal property and supervise and coordinate change of ownership and exemption administration. To provide information and resolve problems for office visitors and telephone callers; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single position supervisory and specialist class with primary responsibility for directing and overseeing the assessment roll and office support functions of the County Assessor's Office. The incumbent supervises and directs staff, as well as performs a broad range of the most complex assessment roll preparation, appraisal and customer service assignments. In addition, responsibilities include assisting the County Assessor with planning, directing, and coordinating the functions of the Department.

REPORTS TO

County Assessor.

CLASSIFICATIONS DIRECTLY SUPERVISED

Property Tax Specialist Technician, Property Tax Specialist I & II
Cadastral Mapping Specialist, Chief Appraiser, Appraiser I, II, III,
Auditor Appraiser I, II, III, and positions as assigned.

ASSISTANT COUNTY ASSESSOR - 2

EXAMPLES OF DUTIES

- Assists the County Assessor with planning, organizing, and coordinating the functions of the Department.
- Assists with the development of Department policies, systems, and procedures.
- Plans, organizes, directs, and supervises the assessment roll and office support functions of the County Assessor's Office.
- Establishes work schedules and methods, prioritizes workload.
- Assigns and reviews work of Assessor staff.
- Participates in the selection of staff.
- Provides and/or coordinates staff training.
- Works with employees to improve work effectiveness.
- Implements disciplinary procedures when necessary; develops and recommends improvements in work procedures.
- Develops, oversees the preparation, and prepares a variety of reports.
- Assists with the development and administration of the Department budget.
- Monitors and controls budget expenditures.
- Ensures proper inventory of supplies and equipment.
- Coordinates assessment roll functions with other County departments.
- Assists with the development of computer applications for the Assessor's office.
- Maintains accounting, personnel, payroll, and fiscal records.
- Coordinates processing of assessment roll activities.
- Insures proper processing of assessment roll changes.
- Performs the most complex assessment roll maintenance and office support functions.
- Performs computer processing of assessment roll information.
- Provides general supervision over the mapping department.
- Provides general supervision over the appraisal department
- Provides general supervision over the business/personal property department.
- Works with the public to provide information and resolve concerns.
- Represents the County Assessor and has responsibility for the Department as delegated.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; 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 environment; continuous contact with staff and the public.

ASSESSOR'S OFFICE MANAGER - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Laws, rules, and regulations governing the preparation and maintenance of assessment roll information.
- Court decisions affecting the granting of property tax exemptions.
- Organization, policies, and operating procedures of the County Assessor's Office.
- Fiscal administration, including budgeting, accounting, and expenditure control.
- Documents related to property appraisal and records maintenance.
- Deeds, legal descriptions, and parcel maps.
- Procedures for property transfers and splits.
- Principles and Procedures for exemption administration
- Principles and procedures for the appraisal of real and personal property
- Filing and recordkeeping methods and procedures.
- Modern office methods and procedures.
- Computer applications and software related to assessment roll development and maintenance.
- Principles and practices of administration, including goal setting and policy and procedure development.
- Principles of work scheduling, employee supervision, employee training, and work evaluation.

Ability to:

- Assist the County Assessor with planning, work coordination, and policy development.
- Plan, organize, coordinate, and supervise the assessment roll preparation and maintenance and office support functions of the County Assessor's Office.
- Supervise, train, and evaluate the work of assigned staff.
- Assist with the preparation and administration of the Department budget, including the maintenance of accounting and expenditure control systems.
- Read and interpret property documents.
- Interpret and apply policies, laws, and regulations related to the assessment roll and Department functions.
- Perform the most complex assessment roll preparation and maintenance assignments.
- Use a computer and software applicable to assessment roll functions.
- Prepare and maintain records and reports.
- Make mathematical calculations quickly and accurately.
- Speak and write effectively.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.

ASSISTANT COUNTY ASSESSOR - 4

Training and Experience:

Five (5) years of increasingly responsible work experience in the establishment and maintenance of assessment roll information, making changes of ownership decisions, processing business property statements, working with tax rate areas, making real and personal property appraisals; including a minimum of 1 year experience in a lead or supervisory capacity.

Must possess and maintain Appraisal Certificate, in good standing; issued by the California State Board of Equalization.

Special Requirements: Possession of an appropriate California Driver's License issued by the State 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.

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: gaylatrumbo@countyofplumas.com



JB3

Gayla S. Trumbo

*Human Resources
Director*

DATE: October 9, 2015

TO: The Honorable Board of Supervisors

FROM: Gayla Trumbo, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
OCTOBER 20, 2015.

**RE: AUTHORIZE TO REFILL 1.0 FTE HUMAN RESOURCES
TECHNICIAN I OR II.**

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Human Resources Director to refill 1.0 FTE Human Resources Technician I or II.

BACKGROUND AND DISCUSSIONS

As the Board may recall, at the budget hearings I informed you that I had one staff person that would be leaving but we did not know exactly when that date would be. I received her official resignation and her last day working is October 16, 2015.

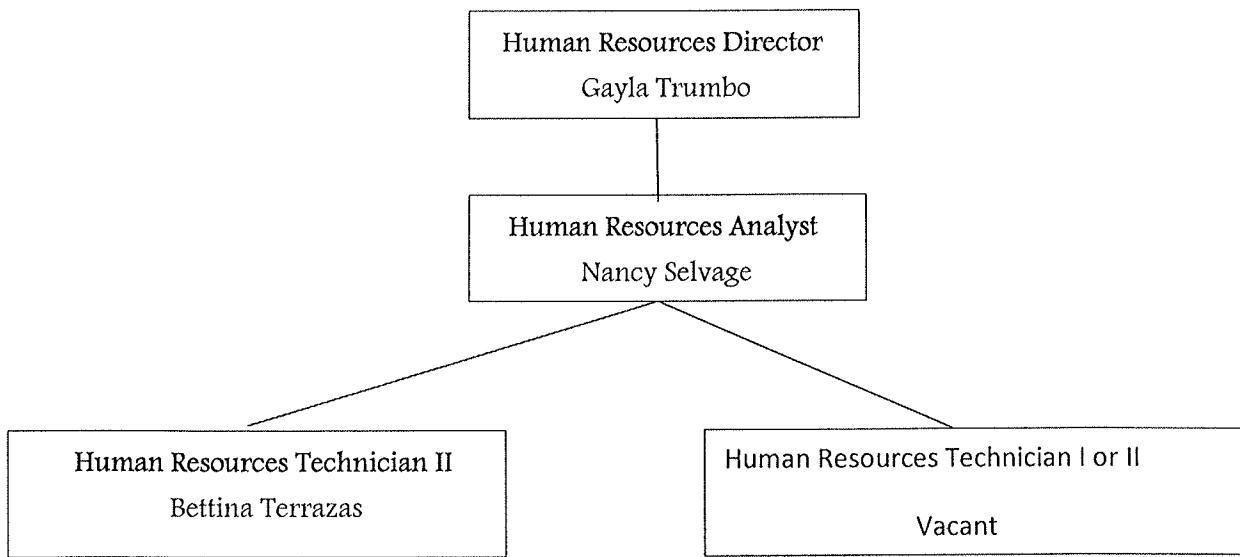
The position that I will be refilling is responsible for all aspects of the recruitment process. This starts by verifying that departments have come to the Board and have approval to refill their positions. Reviewing applications to ensure that they meet the minimum qualifications as stated in the job descriptions, then issuing a Certification List to the department. Proctoring test for various classifications such as, Dispatchers, Correctional Officers, Deputy Sheriffs, Department Fiscal Officers and various levels of office support staff. In addition this position handles our new employee orientations, as well as, answering our main phone line and inquires at our counter. This position is also our backup for our HR Technician II who handles the payroll database processing and employee benefits.

I have attached the Critical Staffing Questionnaire to provide further information to you. This position is allocated and funded for 2015-2016 therefore, I respectfully request the ability to refill 1.0 FTE Human Resources Technician I or II.

Thank you for your consideration.

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PLUMAS COUNTY HUMAN RESOURCES
ORGANIZATION CHART



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? Yes, for 2015-2016 Human Resources is allocated 4.0 full time equivalent employees, which includes the Director. At this staffing level we are able to function adequately. If reduced we will not have the capability to complete all functions and responsibilities of the department.
- Why is it critical that this position be filled at this time? It is critical due to the fact that until this position is filled the workload must be picked up by other staff. This makes it very difficult especially when employees have a large workload to begin with. In addition this is a busy time of year for Human Resources in addition to normal workload we are preparing for the ACA large employer reporting requirements. These reporting requirements are still changing which makes it very difficult in the preparation and testing process. We also have many functions that are one time only that hit at the end of the year. New election form requirements of our 125 Plan. New maximum rates for our 457 plans, new insurance rates to calculate and prepare for inputting. Not to mention tax table changes and end of the calendar year processes.
- How long has the position been vacant? This position became vacant as of 10/17/2015.
- Can the department use other wages until the next budget cycle? Yes, we could however due to the time vested in training for this position it would not be in the best interest of the County. Generally people that are only looking for part time help would not be interested should the position be changed to an allocated position. On the other hand someone that is looking for full time benefited position may take this position only to provide them an income until a benefited position becomes available. With either scenario we would be in an ongoing cycle of training and having people leave.
- What are staffing levels at other counties for similar departments and/or positions? There are some variations to the duties that are performed by Human Resources. I believe our staffing level is at an average level of other similar sized Counties that cover the same duties as we do.
- What core function will be impacted without filling the position prior to July 1? My concern is we will have a new director who will be trying to acquaint themselves in this position. We have an HR Analyst that is focusing her time in preparing for the ACA large employer reporting which is approaching quickly. This is extremely vital and if reported incorrectly can be costly to the County.

The workload is such that by not filling this position you will be leaving a large workload that must be picked up. This would result in everyone trying to pick up pieces of the vacant position when there focus and attention needs to be on other critical matters. There is also a good possibility that there will be some duties that will not be able to complete.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? Hopefully there would not be a negative impact for the County. Unfortunately, due to the workload and everyone trying to do more with less staff there could easily be mistakes or details missed that could result in costly liability to the County.
- 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? N/A
- 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?
- Does the department have a reserve? No, position in Human Resources is strictly funded by the General Fund. If yes, provide the activity of the department's reserve account for the last three years?



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 20, 2015 Meeting of the Plumas County Board of Supervisors

October 13, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: To Announce the Workshop Schedule Established for the Plumas County Active Transportation Plan (ATP) – Pedestrian/Bicycle Plan

Robert A. Fenner

Background:

The Plumas County Transportation Commission (PCTC) has retained a Consultant, Alta Planning and Design, Inc., to prepare a Bicycle-Pedestrian for Plumas County, utilizing a grant (in the amount of \$110,347.00) received from the Caltrans Sustainable Transportation Grant Program.

One task in the contract is to conduct a series of Workshops for the general public.

The workshops have been scheduled as follows:

Tuesday – November 3, 2015

Quincy – Quincy Library
445 Jackson Street, Quincy
6 – 7:30 pm

Wednesday – November 4, 2015

La Porte – Fire Hall
2181 Cedar Lane, La Porte
6 – 7:30 pm

Thursday – November 5, 2015

Portola – Portola Library
34 Third Avenue, Portola
6 – 7:30 pm

Friday – November 6, 2015

Graeagle – Graeagle Fire Hall
7620 State Highway 89
6-7:30 pm

Saturday – November 7, 2015

Greenville – Indian Valley Community Center
209 Crescent Street, Greenville
9:30 – 11:00 am

Chester – Almanor Recreation Center
102 Meadowbrook Loop, Chester
1 – 2:30 pm

This Agenda Request is submitted for information only and no action is requested from the Board of Supervisors.



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TOURIST INFORMATION CENTER

8989 Highway 89, Suite 3
P.O. Box 1043 Graeagle, CA 96103
Telephone: 530-836-6811 Email: epcc@psln.com Fax: 530-836-6809
www.easternplumaschamber.com

Date: October 2015

Dear members of the Plumas County Board of Supervisors,

In preparation for the 2016 Bay Area Travel & Adventure Show March 5 & 6 2016, the Eastern Plumas Chamber requests financial support from the board of supervisors to attend and distribute Plumas County visitor information. It is our goal to attend at least 2 shows in 2016 and encourage more businesses to support our endeavors to promote and market the area.

Your support would include all the shows we attend.

Having attended the Santa Clara Travel & Adventure show in 2015 the chamber sees the vast reach of our distributing visitor information in the bay area for many reasons, the multitude of bay area families that are seriously looking to find new places to explore. The number of direct visitor inquiries associated with our attending this show last year, was well over 1,000 new e-mail subscribers. The chamber also experienced an increase of tourists that visited the chamber office and contacted us through emails in 2015 who specifically described their receiving information from the Travel & Adventure show.

The Eastern Plumas County Chamber requests support at the \$1000 level to attend the 2016 Bay Area travel & Adventure Show. Expenses for our attending this event will be shared by the chamber, its members, Rec & Tech and we hope for support from the City of Portola and Plumas County. Total cost to attend the Santa Clara show is \$4,600.00

It is our sincere hope that the Board of Supervisors will see value in supporting our efforts to reach the Bay Area audience and spread the word about travel to Plumas County.

If additional information about this request is necessary please do not hesitate to contact Chamber Director Audrey Ellis at our office in Blairsden.

Thank you for considering this request.

Patricia Ryan
President – Eastern Plumas Chamber of Commerce

RESOLUTION NO. 15-

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
CALLING AN ADVISORY ELECTION TO ALLOW THE VOTERS OF PLUMAS COUNTY TO
VOICE THEIR OPINION REGARDING SEPARATION FROM THE STATE OF CALIFORNIA
AND FORMATION OF A NEW STATE**

WHEREAS, the Board of Supervisors of the County of Plumas recognizes that soon after California statehood, credible efforts were made to split the state, with 45 proposals by 1998, including the strong Jefferson State movement of 1941 and the election results of June 2, 1992, when citizens of 27 Counties by county advisory votes, voted in favor of splitting the State of California; and

WHEREAS, 71.25% of Plumas County voters participating in the June 1992 advisory election voted "yes" on the question "Should California be divided into two states"; and

WHEREAS, the Plumas County Board of Supervisors wishes to allow the voters of Plumas County to voice their opinion regarding separation from the State of California and formation of a new state at the June 07, 2016, election; and

WHEREAS, pursuant to Elections Code section 9603, the Plumas County Board of Supervisors is authorized to call an advisory election for the purpose of allowing the voters of Plumas County to voice their opinion regarding separation from the State of California and formation of a new state; and

WHEREAS, any expression of the voters' opinion on this subject at such an advisory election will in no manner be controlling on the Plumas County Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED that an advisory election is hereby called under the provisions of Elections Code section 9603 for the purpose of submitting the following question, known as "Measure A" on the ballot, to the voters of Plumas County:

"Should the Plumas County Board of Supervisors adopt a Declaration of Support for the proposed separation from the State of California and formation of a new state?"

BE IT FURTHER RESOLVED that the advisory vote will be indicated as a ballot heading, above the ballot proposal, and by only the following description: "Advisory Vote Only," as required by Elections Code section 9603.

BE IT FURTHER RESOLVED that the results of this advisory vote will in no manner be controlling on the Plumas County Board of Supervisors.

BE IT FURTHER RESOLVED that this advisory election shall be consolidated with the June 07, 2016 statewide direct primary election.

BE IT FURTHER RESOLVED that the County Counsel is hereby directed to prepare an impartial analysis of this measure in accordance with Elections Code section 9160.

BE IT FURTHER RESOLVED that arguments for and against this measure may be submitted in conformance with California Elections Code sections 9161 and following.

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 20th day of October 2015 by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Nancy DaForno,
Clerk of the Board