



## **BOARD OF SUPERVISORS**

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

**AGENDA FOR MEETING OF OCTOBER 18, 2011 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](http://www.countyofplumas.com)**

### **AGENDA**

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

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

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

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

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



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

## STANDING ORDERS

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

INVOCATION AND FLAG SALUTE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

### PUBLIC COMMENT OPPORTUNITY

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

## ACTION AGENDA

### 1. 10:10 BOARD OF SUPERVISORS

- A. Discussion, possible action and/or direction to staff on adoption of the proposed FY 2011-2012 Administrative and Budgetary Furlough Controls (four(4) working days for all county employees with the exception of the Sheriff's Department)
- B. Approve comment letter to U.S. Forest Service regarding NEPA scoping for Mammoth Base Land Exchange, including Taylor Lake in Plumas County
- C. Continued discussion and further direction to staff regarding watermaster service and approval of joint exercise of powers agreement with Sierra County
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

### 2. 10:45 COUNTY ADMINISTRATIVE OFFICE DEPARTMENTAL MATTERS

#### A. SHERIFF – Greg Hagwood

Authorize the Sheriff and County Administrative Officer to sign Letter of Interest Statement and submit to the Corrections Standard Authority pertaining to grant funding for new correctional facility.  
Discussion, possible action and/or direction to staff

#### B. PROBATION – Sharon Reinert

Approve and authorize the Chair to sign contract between Plumas County and Lassen County for use of their juvenile detention facility; and approve contract as to form due to a conflict of interest with County Counsel and employment with Lassen County

#### C. PUBLIC HEALTH AGENCY – Mimi Hall

- 1. Approve a Budget Transfer from budget unit 70566 of \$41,697.56, and a Supplemental Budget reduction in budget unit 70560 of \$16,688.00.
- 2. Adopt a **RESOLUTION** Amending the 2011-2012 County Personnel Allocation as follows:
  - Budget Unit 70560 Public Health –Department Fiscal Officer II Allocation from .80 FTE to .55 FTE, effective July 1, 2011.
  - Budget Unit 70566 Public Health Emergency Response - add .25 FTE Department Fiscal Officer II, effective July 1, 2011.

**D. CRITICAL STAFFING COMMITTEE – Gayla Trumbo**

Discussion and possible action to consider recommendations of the Critical Staffing Committee to fill the following vacant positions:

- 1.0 FTE Social Worker Aide
- 1.0 FTE Social Worker I/II/III or Senior Social Worker
- 1.0 FTE Employment and Training Worker Supervisors
- 3.0 FTE Probation Officer I/II; 1.0 FTE Probation Assistant
- 1.625 FTE Legal Services Assistant
- 1.0 FTE Public Works Maintenance Worker II/III; 1.0 FTE Sierra House Attendant
- 1.0 FTE Licensed Vocational Nurse or Registered Nurse or Public Health Nurse

**3. 11:45 COUNTY COUNSEL – Craig Settlemyre**

- A. Discussion, possible action and/or direction to consider the advantages and disadvantages of multi-year service contracts
- B. Approve Amendment No. 3 to Legal Services Agreement with Abbott and Kindermann, LLP

**4. CONSENT AGENDA**

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

**A. BOARD OF SUPERVISORS**

- 1) Approve and authorize the Chair to sign letter to the Department of Transportation for encroachment permit (Greenville Jr/Sr High School Homecoming Parade, October 21, 2011)
- 2) Approve and authorize the Chair to sign revised Fair Manager contract

**B. FARM ADVISOR**

Approve and authorize the Chair to sign lease agreement with Scott Tanner Business Equipment for new copy machine. Approved as to form by County Counsel

**C. AGRICULTURE**

Approve supplemental budget of \$14,660 for Noxious Weed Management contract

**D. SHERIFF**

- 1) Approve and authorize the Chair to sign Agreement for Law Enforcement Services between the City of Portola and the County of Plumas. Approved as to form by County Counsel
- 2) Adopt a **RESOLUTION** authorizing the Sheriff to submit the Anti-Drug Abuse Enforcement Grant application to CalEMA and to sign the grant award agreement; and authorize the Chair to sign the Certification of Assurance of Compliance required. Approved as to form by County Counsel

**E. CHILD ABUSE PREVENTION**

- 1) Approve and authorize the Chair and the County Administrative Officer to sign CAPIT agreements between Plumas County and Plumas Rural Services; and Plumas Crisis Intervention and Resource Center. Approved as to form by County Counsel
- 2) Approve and authorize the Chair and the County Administrative Officer to sign consultant services agreement between Plumas County and Janine, Child Abuse Prevention Coordinator. Approved as to form by County Counsel

**F. AIRPORTS**

- 1) Approve and authorize the Chair to sign Consultant Services Agreement with Brandley Engineering for services at Gansner Airport. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Airport Hangar Land Lease with Woodford Yerxa and Bud Harmon, Chester-Rogers Field. Approved as to form by County Counsel

#### **G. FACILITY SERVICES**

- 1) Accept donation of plants from Lassen View Landscaping for the Almanor Recreation Center
- 2) Approve request from Indian Valley Chamber to waive rental fees for use of the Greenville Town Hall for planning meetings related to the 150<sup>th</sup> Anniversary Celebration of Greenville
- 3) Approve request from Shirley Duncan to waive rental fees for use of the Portola Memorial Hall on November 24, 2011 for Thanksgiving Dinner

#### **NOON RECESS**

#### **5. 1:30 P.M. PUBLIC WORKS – Robert Perreault**

- A. Solid Waste - Discussion, possible action and/or direction to staff regarding the following Countywide Solid Waste Program issues:  
Report on the Solid Waste Rate Decrease Response, submitted by Feather River Disposal, Inc., continued from the July 05, 2011 Board of Supervisors meeting, including possible direction to staff in regard to a Pilot Program for Curbside Recycling
- B. Approve release of Security Amounts for the Grizzly Ranch Subdivision as recommended

#### **6. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Department Employees Association, Operating Engineers Local #3, and Confidential Employees
- C. Conference with Legal Counsel – Initiation of litigation pursuant to Subdivision (c) of Government Code § 54956.9 – two cases.
- D. Conference with Legal Counsel – Existing Litigation - *County of Butte, et al. v. California Department of Water Resources*, Yolo County Superior Court Case No. CV-09-1258, pursuant to Subdivision (a) of Government Code § 54956.9.

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

#### **ADJOURNMENT**

Adjourn meeting to Tuesday, November 01, 2011, Board of Supervisors Room 308, Courthouse, Quincy, California.



1A

## **2011-2012 Administrative and Budgetary Furlough Control**

The following departments are directed to furlough four (4) working days:

- Administrative Office
- Board of Supervisors
- Risk Management
- Human Resources
- Auditor-Controller
- Treasurer-Tax Collector
- Assessor
- County Counsel
- Elections-County Clerk
- Department of Facility Services
- Parks Services
- Fair
- Engineering
- Public Works
- Information Technology
- Records Management
- Child Support Services
- Animal Control
- District Attorney
- Probation
- Victim Witness
- Public Guardian
- Agricultural Commissioner
- Clerk-Recorder
- Office of Emergency Services
- Public Administrator
- Building Department
- Planning Department
- Code Enforcement
- GIS Department
- Airports
- Veteran Service

- Senior Services
  - Social Services
  - Environmental Health
  - Public Health
  - Mental Health
  - Library
  - Literacy
  - Farm Advisor
  - Museum
- All above listed departments, classified department heads and department heads shall furlough four (4) working days. Appointed department heads that voluntarily elect to furlough shall notify the Human Resources Department in writing no later than November 1, 2011.
  - All Elected Officials are strongly encouraged to voluntarily elect, via written notification to Human Resource Director, to take four (4) furlough days in support of their employee's mandated furlough days. Written notification of election to furlough shall be submitted to the Human Resources Department no later than November 1, 2011. Department Heads are authorized to adjust the furlough schedules based on unforeseen circumstances or employee requests.
  - Department heads shall not schedule extra help or temporary help to "fill in" for furloughed employees.
  - The Human Resources Department shall add four (4) furlough days, for affected employees, to the employees leave banks under the heading of "Furlough" so that they can be tracked through the payroll process.
  - Furloughs can only be taken by one (1) furlough day per payroll period pursuant to current employee Memorandum of Understandings.
  - Furlough days shall be pro-rated based on the employee's FTE that was approved with the final adoption of the 2011-2011 budgets. For example if an employee is a .75 FTE, as set forth in the position allocation, the employee shall take four (4), six (6) hour days.

- Furlough days shall be taken in full-day increments, on a regular scheduled work day.
- Furlough days cannot be “exchanged” for vacation hours or any other paid leave.
- Employees on administrative leave, without pay, shall not furlough during that status, they shall furlough all four (4) days when they return to a “pay” status.
- Employees shall not schedule furlough days when they are on workers compensation or state disability, with or without pay, status. Employees shall schedule furlough days when they return on active duty status.
- Employees shall not work overtime or receive compensatory time to make up for time they are furloughed. Employees shall not work overtime or receive compensatory time in the pay period in which they furlough. It shall be the department heads responsibility to make sure that they do not authorize the employee to work overtime or receive compensatory time in those pay periods.
- Employees shall provide the department head sufficient notice of requested furlough date(s), which shall be no less than two weeks prior to the date of furlough. The two week advance notice can be waived by the department head on a case by case basis.
- Department heads shall allow employees to schedule the furlough days at their convenience, but only as long as the scheduled date(s) do not interrupt business. In a timely manner the department head shall provide the employee in writing, why the requested dates are not being authorized.
- It is the department heads responsibility to make sure that all furlough days are scheduled to be taken no later than November 30, 2011. By February 29, 2012 they must be actually taken and recorded on the employee’s timecard. Furloughs should be placed in the “other” field on the timecard, with the word “furlough” written on that line.
- If during the year an employee leaves employment with Plumas County with a balance of furlough days either in part or whole, the department

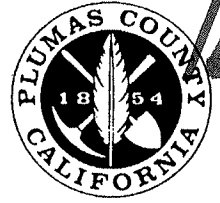
will leave said position vacant until the balance of furlough hours have been utilized and the budget transfer reducing wages and benefits has been processed by the Auditor/Controller.

- Non-General Fund Department heads and General Fund Department that did not a 4 percent reduction to their total salary line item shall provide the Auditor/Controller with a budget adjustment reducing all wages and benefit amounts for all furloughed days each pay period. The budget transfer shall be submitted with the timecards the included furlough days. A single budget transfer can be submitted for all furloughs recorded in that pay period. The budget transfer shall include backup-a copy of the employee(s) timecard where furlough was recorded and a detailed breakdown of amounts (see attached example, spreadsheet with formulas available upon request from Auditor's department).
- If you have a question regarding the procedures of the work furlough day(s) that has not been covered within this document you must provide the pertinent information and questions in writing to the Human Resources Director. Consultation will then be made with the Auditor/Controller and County Administrative Officer. After consultation a written response will be issued to the department(s).

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Jack Ingstad, County Administrative Officer

# PLUMAS COUNTY COORDINATING COUNCIL



## MEMORANDUM

**To: Board of Supervisors**  
**From: Brian Morris**  
**Date: October 11, 2011**  
**Re: NEPA Scoping Comments on Mammoth Base Land Exchange (Taylor Lake)**

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As some of the Board members are aware, the Forest Service is developing a land exchange that will allow 20 acres of Forest Service land at the Mammoth Mountain ski area in Mono County to be transferred into private ownership. The Forest Service has identified 1,700 acres of private property in other counties that will potentially be acquired in the land exchange following appraisals.

The one property in Plumas County that may be included in the exchange is an 86-acre parcel encompassing most of Taylor Lake, which is currently owned by The Nature Conservancy.

The Forest Service is currently soliciting NEPA scoping comments for the land exchange. The attached comment letter makes the following points:

- The Board of Supervisors is concerned that there was no direct notice to Plumas County and that Plumas County learned about the proposed transaction from another county that was notified.
- If Taylor Lake is acquired by the Forest Service, existing roads should be addressed in the NEPA process for the Mammoth Base Land Exchange and be added to the designated routes of the National Forest Road System.
- Public access to Taylor Lake should continue.
- The Mammoth Base Land Exchange with a private developer should include financial mitigation for the counties that will lose private land and the associated property tax revenue. In the case of Plumas County, property taxes on the Taylor Lake parcel are approximately \$2,700 per year.

**Recommendation: That the Board approve the NEPA scoping comment letter regarding inclusion of Taylor Lake in the Mammoth Base Land Exchange, and authorize the Chair to sign.**

**DRAFT**

October 18, 2011

James R. Webb  
PSW-Arcata  
1700 Bayview Drive  
Arcata, CA 95521

**Re: NEPA Scoping Comments on Mammoth Base Land Exchange**

Dear Mr. Webb:

Please accept the following comments from the County of Plumas regarding the proposed Mammoth Base Land Exchange. We are particularly interested in the Taylor Lake parcel in Plumas County, specifically described as:

Plumas National Forest, Mount Diablo Meridian, Plumas County, California  
T.27 N., R.11 E., Sec. 35: NW1/4SW1/4, SW1/4NW1/4  
Together with the water rights to Taylor Lake

As a preliminary matter, the Board of Supervisors is troubled that there was no direct notice to Plumas County and that Plumas County learned about the details of the proposed transaction from another county. We have been working diligently with our local National Forests to improve communication, and this may simply be a situation where a distant National Forest is taking the lead on a project and is not aware of local protocols. However, in a case like this one the lead forest should contact other affected forests and ensure that there is adequate notice to and coordination with local governments.

With respect to the proposed transaction and Taylor Lake, Plumas County has the following concerns:

- If Taylor Lake is acquired by the Forest Service, existing roads should be addressed in the NEPA process for the Mammoth Base Land Exchange and be added to the designated routes of the National Forest Road System. There should also be an assessment of any roads and trails on National Forest System lands that may not have been included in the designated system routes because they connected to the privately owned property at Taylor Lake.

- Public access to Taylor Lake should continue. However, there should also be an assessment of infrastructure that is needed to support current levels of use, including camping areas, parking, and restrooms.
- The Mammoth Base Land Exchange with a private developer should include financial mitigation for the counties that will lose private land and the associated property tax revenue. In the case of Plumas County, property taxes on the Taylor Lake parcel are approximately \$2,700 per year.
- The County of Plumas and the Feather River Land Trust have been working together for a number of years to address repair of the infrastructure at Taylor Lake and potential dedication of Taylor Lake water to instream flows. The Forest Service should outline its intentions in acquiring the water rights in Taylor Lake, including potential use of the water to dedicate to instream flows or to provide mitigation flows related to upstream meadow projects.


While Plumas County strongly supports private property rights, including a person's right to sell property, special consideration is required when additional lands are acquired by the federal government. We hope that with proper planning, analysis, and mitigation, the acquisition of additional land and water rights by the Forest Service will not result in further negative impacts to local government services, recreation opportunities, and resource management.

Sincerely,

Lori Simpson  
Chair, Board of Supervisors

2A

## Memorandum

DATE: October 6, 2011  
TO: Honorable Board of Supervisors  
FROM: Sheriff Greg Hagwood   
RE: Agenda Items for the meeting of October 18, 2011

**It is recommended that the Board:**

Authorize the Sheriff and CAO to sign the Letter of Interest Statement; submit the letter to the Corrections Standard Authority pertaining to grant funding for a new correctional facility.

**Background and Discussion:**

The Letter of Interest Statement is to begin the first of several steps in the process to acquire grant funding under AB 900 Phase II. At this time, a draft of the Interest Statement is attached in lieu of the actual Interest Statement. The draft is attached because the actual Interest Statement will not be available until October 7, 2011, from Corrections Standard Authority, which is after the deadline for the agenda request for the Board meeting on October 18, 2011.

The deadline for the Interest Statement to be returned the Corrections Standard Authority is on or before October 21, 2011. Therefore, on October 18, 2011, a completed Interest Statement will be presented to the Board for approval. The amount submitted on the Interest Statement will be \$19,700,000.00. The grant is for 95% of this cost of the correctional facility with Plumas County's contribution to be approximately \$985,000.00.

Please be advised that this is only a statement of interest, one of many steps to be considered for this grant. If this Interest Statement is approved by the Board to be submitted and accepted by the Corrections Standard Authority the process continues with a formal Application Form.





California Department of Corrections and Rehabilitation  
**Corrections Standards Authority**

**AB 900 Phase II Jail Construction Financing Program  
Request for Applications – Step One  
INTEREST STATEMENT**

All counties interested in participating in the Phase II funding process are required to submit this Interest Statement, Step 1 in the AB 900 Phase II Request for Applications process. Please complete this form with the county name, required signatures, dollar estimate and contact person identification, and submit to the Corrections Standards Authority (CSA) by **5:00 PM, Friday, October 21, 2011**. Only one interest statement per county is needed. While providing this document is a required step in the Request for Applications process, it is not a formal commitment on the part of the county, but rather an expression of interest and intent to participate in the remainder of the process should the county be invited to submit the formal application (Step 2).

**COUNTY:**

The above named county acknowledges the following statements, and by providing this completed document to the CSA, is expressing its interest in participating in the application process for AB 900 Phase II jail construction financing.

1. The County acknowledges the terms and conditions set forth in the Request for Applications.
2. The County is prepared to submit the application package and needs assessment upon request, and acknowledges the application due date of January 11, 2012, should the County be invited to participate at this stage.
3. Upon receipt of conditional award by the CSA Board, the County acknowledges the requirement to steadily move through the planning stages and to construction completion pursuant to the required timeframes in Section 3, Project Timetable, in the Application Form.
4. The County understands it will have to identify at the onset, following conditional award by the CSA Board, that the county cash contribution/project matching funds and funds for other county borne project costs are available and not subject to future years' appropriations.
5. The County acknowledges the requirement to staff and occupy the constructed facility within 90 days of construction completion.
6. If this county has a current Phase I award and desires to relinquish its award and reapply in Phase II with funding preference for relinquishing, the County agrees to continue to assist the State in siting a reentry facility.

If known at this time, provide the amount of state financing the county anticipates it may request in its Phase II application submittal: \$ . If an estimate is not known at this time, please indicate "unknown." The county is not obligated in any way to adhere to this estimated amount in the future application submittal.

While signing this Interest Statement is not a formal county action, the below persons sign and acknowledge the aforementioned on behalf of the county. The signatures of the Sheriff/Director of County Department of Corrections and County Administrative Officer shall be provided on the lines below.

Sheriff or Director of Corrections	County Administrative Officer
Name:	Name:
Date:	Date:

The county provides the following person(s) as the county contact(s) for purposes of receiving notice from CSA if/when the County is invited to submit an application for this Phase II process. Notice from CSA to the county will likely be made by email on or about October 26, 2011. Provide name, telephone number and email address for each contact person:

Name	Telephone Number	Email Address

Submit this completed form to CSA by **5:00 PM on October 21, 2011** by any one of the following methods.

- Email to [adultfacilityconstruction@cdcr.ca.gov](mailto:adultfacilityconstruction@cdcr.ca.gov) ;
- Fax to (916) 322-8756; or
- Hard copy in person or mail service delivery to:

**Corrections Standards Authority  
600 Bercut Drive  
Sacramento, CA 95811**

Counties may wish to contact CSA staff (see below) to verify CSA's receipt of this form from the county. CSA is not responsible for Interest Statements not received by CSA by the due date and time. Late submittals will not be accepted.

Leslie Heller  
Field Representative  
916.323.8618  
[Leslie.Heller@cdcr.ca.gov](mailto:Leslie.Heller@cdcr.ca.gov)

Charlene Aboytes  
Field Representative  
916.324.1914  
[Charlene.Aboytes@cdcr.ca.gov](mailto:Charlene.Aboytes@cdcr.ca.gov)




LB

**PLUMAS COUNTY PROBATION DEPARTMENT**

**SHARON L. REINERT  
CHIEF PROBATION OFFICER**

1446 E. Main St., Quincy, CA 95971  
(530) 283-6200 Fax (530) 283-6165

**DATE:** October 3, 2011  
**TO:** Honorable Board of Supervisors  
**FROM:** Sharon L. Reinert, CPO   
**SUBJECT:** Contract between Plumas County and Lassen County for Lassen County Juvenile Hall Facility

**Recommendation:**

Approve the Contract between Plumas County and Lassen County for the use of the Lassen County juvenile hall facility.

**Background:**

As Plumas County does not have a juvenile hall facility, we must contract with surrounding counties to use their juvenile hall facilities when juveniles need to be detained in a secure facility. Plumas County Probation Department has contracted with Lassen County for the use of their juvenile hall facility for a number of years.

Plumas County Counsel has a conflict of interest in regards to the Lassen County Contract; therefore, I have been instructed to bring the Contract before the Board of Supervisors for approval as to form and to approve the contract.



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

☐ **Administration & Health Education**  
Suite 206  
Quincy, CA 95971  
(530) 283-6337  
(530) 283-6425 Fax

☐ **Clinic & Nursing Services**  
Suite 111  
Quincy, CA 95971  
(530) 283-6330  
(530) 283-6110 Fax

☐ **Senior Nutrition & Transportation**  
Suite 206  
Quincy, CA 95971  
(530) 283-3546  
(530) 283-6425 Fax

☐ **Environmental Health**  
Quincy Office  
Suite 127  
Quincy, CA 95971  
(530) 283-6355  
(530) 283-6241 Fax

☐ **Environmental Health – Chester**  
222 First Avenue  
Post Office Box 1194  
Chester, CA 96020  
(530) 258-2536  
(530) 258-2844

**Date:** October 3, 2011

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Item for October 18, 2011

## Item Description/Recommendation:

1. Approve a Resolution Amending the 2011-2012 County Personnel Allocation as follows:
  - a) Budget Unit 70560 Public Health –Department Fiscal Officer II Allocation from .80 FTE to .55 FTE, effective July 1, 2011.
  - b) Budget Unit 70566 Public Health Emergency Response - add .25 FTE Department Fiscal Officer II, effective July 1, 2011.
2. Approve a Budget Transfer from budget unit 70566 in the amount of \$41,697.56, and a Supplemental Budget reduction in budget unit 70560 in the amount of \$16,688.00.

**History/Background:** As the Board will recall Plumas County Public Health Agency (PCPHA) submits a projected budget to the county for each fiscal year, as many grant programs do not finalize allocations and approve budgets for programs until well into the county fiscal year.

On September 16, 2011 PCPHA submitted the scope of work and budgets to the California Department of Public Health, Emergency Preparedness Office for the Public Health Emergency Preparedness/ Hospital Preparedness Program. Since the state approved pending budget requests for this grant, PCPHA would submit appropriate Budget Transfer and Supplemental Budget to bring these county budget units in line with approved state grant budget.

The requested personnel allocation change will not result in a net change of staff, but only a reallocation of existing FTEs. A Resolution to Amend the County Personnel Allocation is attached for your review.

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

cc: Gayla Trumbo, Human Resources

RESOLUTION NO: \_\_\_\_\_

**A RESOLUTION APPROVING VARIOUS CHANGES TO THE PLUMAS COUNTY PERSONNEL ALLOCATION FOR BUDGET YEAR 2011-2012.**

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

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

**WHEREAS**, the Public Health Agency finds it necessary to make various changes to the Plumas County Personnel Allocation; and

**WHEREAS**, with these changes of the Personnel Allocation the Public Health Agency will be able to expand the quality and scope of its service to Plumas County.

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

<b><u>Department # 70560 Public Health</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
Department Fiscal Officer II	.80 FTE	.55 FTE
<b><u>Department # 70566</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
Department Fiscal Officer II	.00	.25 FTE

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 on the 18<sup>th</sup> day of October 2011 by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

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

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



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# **PLUMAS COUNTY CRITICAL STAFFING COMMITTEE**

**Lori Simpson, Jack Ingstad and Gayla Trumbo**

**DATE:** October 11, 2011

**TO:** The Honorable Board of Supervisors

**FROM:** Critical Staffing Committee

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF OCTOBER 18, 2011.  
RE: CRITICAL STAFFING REPORT AND POSSIBLE ACTION TO FILL 1.0 FTE SOCIAL WORKER AIDE, 1.0 FTE SOCIAL WORKER I/II/III OR SENIOR SOCIAL WORKER, 1.0 FTE EMPLOYMENT AND TRAINING WORKER SUPERVISOR, 3.0 FTE PROBATION OFFICER I OR II, 1.0 FTE PROBATION ASSISTANT, 1.625 FTE LEGAL SERVICES ASSISTANT I OR II, 1.0 FTE PUBLIC WORKS MAINTENANCE WORKER II/III, 1.0 FTE SIERRA HOUSE ATTENDANT, AND 1.0 FTE LICENSED VOCATIONAL NURSE OR REGISTERED NURSE OR PUBLIC HEALTH NURSE.

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## **IT IS RECOMMENDED THAT THE BOARD:**

Approve the recommendations of the Critical Staffing Committee to refill the positions of 1.0 FTE Social Worker Aide, 1.0 FTE Social Worker I/II/III or Senior Social Worker, 1.0 FTE Employment and Training Worker Supervisor, 3.0 FTE Probation Officer I or II, 1.0 FTE Probation Assistant, 1.625 FTE Legal Services Assistant I or II, 1.0 FTE Public Works Maintenance Worker II/III, 1.0 FTE Sierra House Attendant, and 1.0 FTE Licensed Vocational Nurse or Registered Nurse or Public Health Nurse.

## **BACKGROUND AND DISCUSSIONS:**

Critical Staffing Committee met on October 11, 2011, to review requests to hire for positions that are currently unfilled but have been allocated for fiscal year 2011-2012. The departments which submitted requests are the Department of Social Services, Public Health, Mental Health/Sierra House, Probation and Public Works.

The Committee reviewed all requests that have been submitted and the backup material provided by the Departments. The supporting documents consist of the following: a questionnaire that covers the duration of time the position has been vacant, the functions of this position, why this position is critical to the department, the negative fiscal impact

that the County might suffer if not filled, and the likelihood that the funding source will continue through this fiscal year. For those departments that have a reserve, the questionnaire requested that they provide the levels of this reserve for the past three years.

After the review of all backup material submitted for the filling of the above listed vacant positions, it is the recommendation of the Critical Staffing Committee that the Board of Supervisors approve the filling of these positions.

At this time, there are no further request pending Critical Staffing Committee's review.

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



ELLIOTT SMART  
DIRECTOR

# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

(530) 283-6350

Fax: (530) 283-6368

**RECEIVED**  
AUG 23 2011

PLUMAS COUNTY  
COUNTY ADMINISTRATIVE OFFICE

DATE: AUGUST 19, 2011

TO: JACK INGSTAD, CAO

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES

SUBJ: REQUEST TO FILL VACANT POSITIONS

This memo requests your authorization to fill vacant positions in the Department of Social Services. Presently the Department has two vacant positions: 1.00 FTE Employment and Training Worker Supervisor and 1.00 FTE Senior Social Worker. The ETW-S position has been vacant since April 25, 2011. The Senior Social Worker position was vacated effective August 12, 2011. In addition to the above, the Department has received notice that a Social Services Aide will be retiring at the end of August.

I have enclosed with this memorandum Position Description Forms and Questions for Staffing Critical Positions, items that normally would have been routed to the Critical Staffing Committee for their review prior to making a recommendation to the Board of Supervisors. Each of the positions described in the attached fulfills a critical role in connection with either assuring public safety or in meeting the county mandates to issue TANF/CalWORKs benefits and oversee the welfare to work program.

If the Department needs to take these requests to the Board of Supervisors, please let me know.

PLUMAS COUNTY DEPT. OF SOCIAL SERVICES

A handwritten signature of Elliott Smart, consisting of stylized initials.

ELLIOTT SMART, DIRECTOR

A handwritten signature of Jack Ingstad, consisting of stylized initials.

Approved: \_\_\_\_\_  
Jack Ingstad, CAO

Copy (memo only): DSS Management Staff

Enclosures



**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 associated with the placement of Dependant Children of the Juvenile Court in foster care. This position completes forms, generates requests for birth certificates, clears the MEDS system for child identification, generates the needed paperwork to establish Emergency Assistance payments, and works with the Foster Care Eligibility Worker to assure that the necessary forms are in place to assure Foster Care Assistance is paid. This position is also responsible for generating and controlling annual renewal packets for children in long term foster care placements. This position is also responsible for scheduling parents for substance abuse testing.

**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.

## 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: The position will be vacated effective at the end of August due to the retirement of the current incumbent.**

- How long has the position been vacant?

**Answer: The position will become vacant at the end of August.**

- 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:** Employment and Training Worker (ETW) Supervisor

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

**Position Description:** This position is responsible for the supervision of three Employment and Training Workers. This staff performs the eligibility determinations for Homeless Assistance under the CalWORKs program, initial and continuing eligibility for CalWORKs cash assistance and the associated Public Assistance Foodstamps. This staff group also performs the case management necessary to develop and monitor client participation in Welfare to Work activities including the development of compliance agreements and imposing sanctions when a client fails to cooperate with an approved plan. Case work assigned to this unit also includes the administration of Foster Care payments.

**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.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

### Position: Employment and Training Worker Supervisor – CalWORKs

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

Answer: Yes. CalWORKs is a state mandated/county administered employment services and cash assistance program. The Employment and Training Worker Supervisor provides supervisory oversight for employees performing these functions.

- 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.

- How long has the position been vacant?

Answer: The position became vacant effective April 25, 2011.

- 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 – that is supervisory oversight is a feature of the unit designated organizational structure. The state approves appropriate classification levels.

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

Answer: The Department would not have a first line supervisor with oversight responsibility for the staff that performs eligibility determinations for CalWORKs and case manages clients while staff participates in welfare-to-work activities.

- 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 CalWORKs administration and Realignment dollars will be disbursed to other programs costing the Department money.

- 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 I/II/III/ or Senior Social Worker

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

Adult Protective Services and In-Home Supportive Services Quality Assurance are state mandated, county administered programs under the California Welfare and Institutions Code.

**Position Description:**

This position is responsible for several facets of our Adult Social Services system. The position is assigned responsibility for the investigation of the most serious allegations of abuse or neglect of elderly or disabled Plumas county citizens. A significant element of this responsibility is bringing to bear community-based, law enforcement and health care resources to mitigate the immediate threats to an elderly or disabled citizen's well being.

In addition, this position is assigned to perform state-mandated quality assurance activities in the In-Home Supportive Services program. This program component is structured to assure that In-Home Supportive Services recipients get only the services that they are entitled to receive. In addition, this component assures that the providers who are assigned to perform these services actually perform them.

**Funding Sources:** The funding to support this position comes from federal pass through dollars, state general fund and county realignment dollars. There is no cost to the County's General Fund associated with this position.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

### Position: Senior Social Worker – Adult Protective Services/ IHSS Quality Control.

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

**Answer: Yes. Adult Protective Services and IHSS Quality Assurance are state mandated programs.**

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

**Answer: The position is assigned duties that include public protection, specifically, abused and neglected adults and to perform IHSS QA.**

- How long has the position been vacant?

**Answer: August 12, 2011**

- 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: The same staffing levels, which are approved by the state.**

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

**Answer: Vulnerable adults may not be protected from abuse leading to potential tragic circumstances.**

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

**Answer: This position is funded by State, federal and Realignment dollars. There is no impact 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?

**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 presently utilize 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: Yes. 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. Below, we provide the activity for the past five years:**

- FY 2006/07 --- \$658,071
- FY 2007/08 --- \$744,339
- FY 2008/09 --- \$494,112 (at mid-year)
- FY 2009/10 --- \$686,779
- FY 2010/11 --- \$950,504 (at mid-year)

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

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

Yes. The Legal Services Assistants provide clerical support to the Probation Officers and other staff. They are responsible for maintaining files, completing mandated legal documents, court filings, court notes, answering phones, assisting people at the front window, and other assigned duties.

- Why is it critical that this position be filled at this time?

During the 2011/2012 budget process, the vacant Department's Legal Services Assistants' (LSA) positions were still allocated and include one full time position and one .63 position. The full-time position covers juvenile matters and the .63 position covers adult matters. Presently, other already overburdened staff are attempting to perform the duties of these vacant positions; thus, taking them away from their duties. In addition, there are many tasks that are not being done or falling way behind due to these vacant positions. The Probation Department has made arrangements with the District Attorney's Office to temporarily file new juvenile petitions to at least assist in one function of the juvenile LSA's duties. The Probation Department was given an exemption to the hiring freeze, especially in light of AB109. It is critical to start the approval and recruiting process as soon as possible so new staff can be hired and trained. The Department cannot function in an efficient manner without these positions.

- How long has the position been vacant?

The full-time LSA position has been vacant since August 2011, and the .625 LSA position has been vacant since November 2010. We have been unable to fill this position to date as a result of the hiring freeze and other issues.

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

No. Over the previous two budget cycles, the Department's other wages have been reduced by \$80,000, only leaving \$40,000 to pay Probation Assistants for drug testing and transporting juvenile offenders, as well as on-call and overtime wages for Probation Officers. As it is, our other wages account is insufficient to cover the listed expenditures.

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

Similar.

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

See above

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

The Legal Services Assistant position in the Juvenile Division is eligible to claim Title IV-E, which is the Department's largest source of revenue.

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

N/A

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

No

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

N/A

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

N/A

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

No

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

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

Yes. These two positions will not have an impact on the General Fund as they will be financially supported via the SB678 grant funding. In light of AB109, additional Probation Officers are essential to public safety, providing rehabilitative services to offenders, and effectively performing their job duties.

- Why is it critical that this position be filled at this time?

AB109 goes into effect on October 1, 2011. The County is expecting to receive 21 PRCS inmates from state prison over the next 18 months, and an estimated 49 inmates that will serve their time locally instead of in state prison this year. The high-risk caseload is already too excessive for the one Probation Officer carrying that caseload; thus, minimizing intensive supervision. Another Probation Officer is essential to the proper management and supervision of that caseload. In addition, the use of alternative incarceration methods (electronic monitoring, house arrest, GPS monitoring, etc.) will be utilized to help alleviate jail overcrowding, which will require a Probation Officer to supervise that unique caseload.

It should be noted, the recruitment process takes several months, between advertising, testing, hiring and performing background checks. In addition, before the Probation Officer has Peace Officer status, they must complete the mandatory CORE training, including 832 PC. In reality, it usually takes approximately one year before a Probation Officer is trained and prepared to work more independently.

- How long has the position been vacant?

N/A

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

No. There are no other wages allocated in the grant budget. This position does not affect the General Fund. It is not feasible to pay a Probation Officer out of other wages due to the mandated training requirements.

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

Similar.

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

See above

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

The County could experience various lawsuits as a result of the Probation Department being inadequately staffed to provide public safety, especially in light of AB109.

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

N/A

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

No

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

N/A

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

N/A

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

No

# DEPARTMENT OF PUBLIC WORKS

1834 EAST MAIN, QUINCY CA 95971 PHONE (530) 283-6268 FAX (530) 283-6323



June 20, 2011

ROBERT A. PERREAULT Jr.  
DIRECTOR

MARTIN BYRNE  
ASST. DIRECTOR

JOE BLACKWELL  
DEPUTY DIRECTOR

TO: The Critical Staffing Committee

FR: Public Works, Road Dept:  
Robert Perreault, Director

A handwritten signature of Robert Perreault, Director of Public Works, Road Dept.

RE: Vacancy, Public Works Road Dept.

Dear Critical Staffing Committee,

On February 04, 2011 the department filled a vacant maintenance worker position within the Road Department. On June 2, 2011 the employee resigned to take employment elsewhere. The filling of this position is necessary for maintenance and construction operation on county roads and bridges.

This position is budgeted in the department's 11/12 submitted budget.

Attached is the required Critical Staffing Questioner.

We would appreciate your positive action on this vacancy as quickly as possible.

Thank you.

PUBLIC WORKS – ROAD FUND

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE  
CURRENTLY ALLOCATED.

Public Works Maintenance Worker II / III

- Is there a legitimate business, statutory or financial justification to fill the position?  
Yes
- Why is it critical that this position be filled at this time?  
Filling of vacant positions are vital to the smooth operation of our maintenance and construction work.
- How long has the position been vacant? Vacated June 2, 2011
- Can the department use other wages until the budget cycle? This position is budgeted.
- What are staffing levels at other counties for similar departments and/or position?  
Full
- What core function will be impacted without filling the position prior to July 1? Summer construction and maintenance.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? None
- 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?  
Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? This request does not affect the General Fund. This request does not affect General Fund.
- Does the budget reduction plan anticipate the elimination of any of the requested positions? No  
Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support. The Road Dept. has been helping fund the General Fund Engineering Dept. for the last 2 years.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years. Yes.

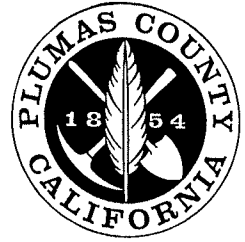
Reserve Activity		Reserve Balances
Period	1/2008	\$7,834,992
	13/2008	\$7,953,443
	13/2009	\$6,410,321
	13/2010	\$6,410,321
	Oct. 2010	\$6,410,321
	June 2011	\$6,410,321

Equipment Acquisitions

# PLUMAS COUNTY MENTAL HEALTH SERVICES

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

John Sebold, LCSW, Director



**RECEIVED**

AUG 31 2011

PLUMAS COUNTY  
COUNTY ADMINISTRATIVE OFFICE

To: Jack Ingstad, CAO

From: John Sebold

Regarding: House Attendant/Sierra House

Date: 8-24-11

The Mental Health Department, (MHD) terminated a full time House Attendant who provided care at the Sierra House board and care facility on August 24, 2011. The MHD is currently using temporary help to cover House Attendant shifts following the termination. It's critical that we hire a full time house attendant as soon as possible to assure long term continuity of service and appropriate levels of supervision of the residents. Funding for the Sierra House has been consistently stable since the facility was opened and the Sierra House project is fully funded through the current fiscal year. The Sierra House project offers alternatives to higher cost care and is part of long term strategy to assure appropriate care and prevent catastrophic costs.

There is no general fund contribution or general fund match required to fund the Sierra House or this position.

House Attendants provide round the clock supervision of individuals that can't assume full responsibility for their daily care without support and direction. Continuity and stability of care is critical to individuals with disabling mental health conditions. I am requesting your approval to recruit the House Attendant position as a critical staffing need to be filled as soon as possible.

*TO Ingstad HR*



## CRITICAL STAFFING QUESTIONS

Department: Mental Health

Position: House Attendant

Vacancy Date: August 2011

Date: 9-7-11

Requestor: John Sebold

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

The MHD has recently terminated a house attendant and has an FTE open. This FTE is necessary to assure the efficient and safe operation of the Sierra House Board and Care including consistent and accurate dispensing of medications that modulate the emotions, thoughts and behavior of individuals with severe mental illness. The Sierra House is cost effectiveness of this approach that assures the safety of residents while decreasing the potential of costly hospitalizations and repetitive use of correctional facilities and emergency room services.

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

This position is currently budgeted. The MHD is not seeking an expanded allocation at this time. This position fills a critical community need that assures appropriate levels of low cost residential care that decrease the risk of behaviors that might put individual patients, mental health staff and community members at risk of harm.

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

The position will be open as of August 2011.

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

This position is fully budgeted.

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

The MHDs staffing levels are based on licensing requirements that govern board and care facilities.

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

As previously noted this position is responsible for critical aspects of patient care and supervision. The stability of consumers that use the Sierra House Board and Care are dependent upon the services provided by this position.

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

The risks of a negative patient outcome are significant without this position. This position plays a critical role in assuring the health and safety of patients and also decrease the risk of litigation that might otherwise be associated with patient care. The MHD is currently using temporary help to meet the demands of this position. Using temporary help results in poor commitment to the work required and potential for rapid turnover in staff this results in poor staff resident rapport which is key element in stabilizing residents. When residents are stressed by staff turnover they are less secure and more difficult to manage resulting in more stress for the staff. This increases the potential for direct costs to the County including but not limited to: 1) Workers Comp claims, 2) Work related stress claims, 3) Increase sick leave, 4) Stress related practice errors and liability claims, 5) Poor treatment outcomes and 6) Poor work performance leading to audit errors and Federal and State recovery of funds.

- **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?**

The funds for this position are recovered through resident fees that are adjusted to cost and supplemented when necessary by realignment funding. Funding for this position is assured at this time and for a minimum of three years. The MHD has significant reserves to address a catastrophic fund loss. If necessary the department would utilize reserves over a 6-12 month period to transition to a balanced supportable departmental budget. The MHD has historically adjusted FTEs to avoid budget shortfalls and to rebalance its budget and or to build a reserve.

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

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

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

The Department is always open to the potential elimination or temporary loss of FTEs but seeks to avoid losses by a conservative budget approach and an aggressive revenue strategy. This position has funding that the MHD is confident will exceed three years with potential for extensions with in the MHSA funding structure thus the MHD does not anticipate the elimination of the position.

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

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

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

Yes, Activity has reflected principle and interest growth over the past 3 years slowing to primarily interest growth with the exception of MHSA reserves. The department's current budget reserve exceeds its annual budget expenditure thus the department should remain stable over the next three period and beyond.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

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

*1.00 FTE LVN/RN/PHN I or II – the current nursing position assigned to provide health services to inmates of the Plumas County Correctional Facility submitted a resignation effective on July 28, 2011. 50% of this position is funded by the Plumas County Sheriffs Office through a subcontract with North Fork Family Medicine. The remainder of this position is assigned to various grant funded programs. In 2011-2012, 50% of this position, once filled, will be under contract with CDPH Emergency Preparedness Office federal originated funding for public health preparedness, with 15% assigned to Pandemic Influenza Preparedness and 35% assigned to Public Health Emergency Preparedness. These CDC EPO grants have just begun Year 1 of a 5 Year funding cycle. **Plumas County has already received its CDPH EPO allocation for 2011/12.***

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

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

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

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

*Compared to regional counties and counties of similar size, we have a very small clinic/nursing staff. Specific to jail nursing, counties of similar size have at least a full time licensed practitioner providing jail medical services, while Plumas*

County makes do with a . 5 FTE nurse devoted to the numerous jail health duties.

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

*Inmate health services, more ER visits due to reduced jail nurse availability, lack of compliance with local, state and federal contracts, and delayed or incomplete grant compliance, billing and administration are all potential results of ongoing vacancies. The negative impacts to our agency will exacerbate if the vacancies continue.*

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

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

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

*Funding cuts have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. Our current and potential budget reductions will not impact other county departments at this time. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.*

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

No.

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

No.

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

*N/A. All positions requested are fully funded by contract for the 11-12 fiscal year. Filling these positions helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.*

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

*Yes. The cash reserves are as follows:*

08/09	\$547,290
09/10	\$553,774
10/11	\$556,400

## CRITICAL STAFFING COMMITTEE REQUEST FORM

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

DATE OF REQUEST: July 15, 2011

DEPARTMENT TITLE: Public Health

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: 70561 35% 70560 65%

POSITION TITLES: 1.0 FTE LVN/RN/PHN I or II (open)

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO

<b>For Committee use only</b>
-------------------------------

Date of Committee Review: \_\_\_\_\_

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

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

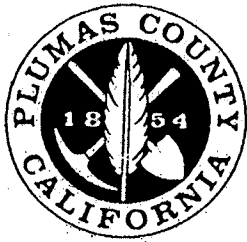
Date to Board of Supervisors: \_\_\_\_\_

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

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

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

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



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

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

**3A**  
R. CRAIG SETTLEMIRE  
COUNTY COUNSEL

STEVEN MANSELL  
DEPUTY COUNTY COUNSEL

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

October 12, 2011

**MEMORANDUM**

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

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

A handwritten signature in cursive script, reading "R. Craig Settlemyre".

**SUBJECT:** Multi-Year Contracts: Discussion and Direction to Staff

**Background:**

In recent months, the County Counsel's office has noticed an increase in the number of multi-year service contracts submitted by departments. In the past, most service contracts have been for one-year terms concurrent with the County's fiscal year (i.e., July 1 through June 30). Exceptions have been for goods and services where the industry standard term is longer than one year; copier leases tend to be five years, for instance, and service agreements related to grants often match the term of the grant funding. Under Section 6-1 of the County's Purchasing Policy, which is attached to this memorandum, department heads are not permitted to sign contracts with terms longer than one year without approval from the Purchasing Agent (for contracts under \$10,000) or the Board (for contracts above \$10,000).

The County Counsel's Office brought this matter to a Plumas County Management Council meeting on October 7, 2011, for discussion and comment.

The Auditor's Office advises that there are a number of active service providers who are being paid on the basis of contracts originally approved more than ten (10) years ago.<sup>1</sup>

**Discussion:**

Multi-year contracts involve a number of issues that are not implicated with shorter contracts. These include:

Competition. The goal of the Purchasing Policy, as stated in Section 1-3, is to create a program of competitive procurement such that the County gets the best

<sup>1</sup> Some of those older contracts have been the subject of simple, periodic amendments to change the contract dollar amount or to extend the length of term.



possible prices for the goods and services it purchases. Under Section 6-3 of the Purchasing Policy, vendor selection for professional services is to be based on a competitive process whenever reasonably feasible. Informal and formal bidding are required above certain thresholds pursuant to Section 4-5 – informal above \$1,000, and formal bidding above \$10,000 (certain types of contracts are excluded under Section 3-1, but competitive bidding is still encouraged for those contracts where possible). Contracts with lengthy terms reduce the number of instances where the County receives bids on the particular goods and services, resulting in less competition and possibly higher prices.

Price changes. Many vendors, such as automotive repair shops, are unwilling to lock themselves into prices for extended periods of time, not knowing what market conditions will exist years from now. Accordingly, they demand the ability to change prices after a certain period. While we can include provisions in the contracts allowing the County to terminate upon a price increase, this means that the County may be forced to go back out to bid at any time, and leave the County without any vendor to provide the service until the bidding and contracting process is completed.

Contract obsolescence. Contract forms are constantly modified to address changes in the law and in the circumstances of the County, as well as emerging best practices in government contracting. Multi-year contracts may lock the County into contracts that do not contain these improvements.

Choice of term. Typically, County contracts match the current fiscal year except where a different term is industry standard (copier leases tend to be five years, for instance, and some agreements related to grants match the term of the grant funding). If a contract is to extend beyond the current fiscal year, this begs the question of what term is appropriate. For instance, if a contract for automotive repair services is drafted with a term of four years, why not add an additional year and make it a five-year term? If five years are appropriate, then would a sixth year also be valid?

None of the issues listed above are dispositive about the value of multi-year contracts. Indeed, multi-year contracts possess a number of advantages. These include, but are not limited to:

1. A reduction in the administrative burden on departments. If a department does not have to negotiate and draft a new contract every year and get it signed by the vendor and the appropriate County parties, this reduces staff time for the department itself, County Counsel, the CAO, and the Board.
2. The potential to lock-in low prices for services. If the market for a good or service takes a sharp turn towards higher prices, it can be to the County's benefit to have a contract

guaranteeing a lower price for an extended period of time (assuming the vendor has not insisted upon a mechanism to increase its prices under the contract or cancel the contract).

3. Ensuring that services continue to be provided by familiar companies. Putting a good or service out to bid always has the potential to result in a new company providing that good or service. Staff would need to adjust to the new vendor, and would lose the relationships formed with the prior vendor.

**Recommended Action:**

That the Board of Supervisors consider the advantages and disadvantages of multi-year contracts and either:

1. Direct County Counsel to reject multi-year contracts unless substantial justification (which would include industry standards and project timelines, but would not include the convenience of the department) for the multi-year status is provided by the department; or
2. Direct County Counsel to approve as to form multi-year contracts that otherwise meet the requirements for approval as to form, but require that the department (i) identify the multi-year status of the contract on the Board's agenda and (ii) not place the contract on the consent agenda (for contracts requiring Board approval), or that the department inform the CAO of the multi-year status of the contract and that the CAO expressly approve the multi-year status (for contracts requiring only CAO approval); or
3. Direct County Counsel to approve as to form multi-year contracts that otherwise meet the requirements for approval as to form, and allow such contracts to be placed on the Board agenda or presented to the CAO without any additional requirements; or
4. Give further direction to staff;

## County of Plumas

### PURCHASING POLICY

Adopted - August 16, 2005

#### SECTION I

#### INTRODUCTION AND GENERAL INFORMATION

##### 1-1. PURPOSE

The purpose of this Purchasing Policy is to provide direction regarding the policies and practices relating to procurement of goods and professional services for all Plumas County departments and to assure continuity, uniformity, and fairness in the application of such policies and practices. Each department shall maintain a Purchasing Manual, including this policy as well as any applicable departmental protocols or policies. This policy has been adopted by the Board and may be modified periodically from time to time. It is important for the policy to be maintained current and up-to-date by each department. As revisions or supplements are approved by the Board and distributed by the Purchasing Agent, each department is responsible for ensuring that such items are added to its Purchasing Manual.

This Purchasing Policy shall constitute a "bidding procedure plan" pursuant to Plumas County Code Section 3-1.11.

##### 1-2. PURCHASING AGENT

The County Administrative Officer has been designated Plumas County's Purchasing Agent. The duties and authority of the Purchasing Agent are defined by California statute, the Plumas County Code, and other resolutions and orders of the Board of Supervisors. The Purchasing Agent, with approval of the Board, may delegate to County departments the authority to make purchases upon the terms and conditions specified by the Purchasing Agent. The CAO may suspend any such delegation for cause, subject to subsequent review of the suspension by the Board of Supervisors.

##### 1-3. COMPETITIVE PROCUREMENT AS COUNTY GOAL

The County of Plumas is committed to a program of active competition in the purchase of goods and services. No specifications for the purchase of goods shall be written in such a manner as to limit bidding directly, or indirectly, to any one specific vendor, or any one specified brand or product, except for those items that are exempt from competitive bidding requirements by law, or are approved as "sole manufacturer" or "sole source" purchases as described in this document.

Except as otherwise provided for in this Policy or by law, regulation or County ordinance, all purchases for goods and services will be made through open competition to the maximum extent feasible as determined by the Purchasing Agent or his/her designee and by whatever methods and procedures, formal or informal, that are determined by the Purchasing Agent or his/her designee to best meet the goals and objectives detailed in this Policy.

Except as otherwise provided by law, even when bids are submitted pursuant to a request for

competitive bids, the Purchasing Agent, or his/her designee, may reject any and all bids received if the Purchasing Agent, or his/her designee, determines that the price, terms or surrounding circumstances of the bid or proposal are such that an award would not be in the best interests of the County.

Although Elections materials are exempt from competitive bidding pursuant to State law and Section 3 of this Policy, the Elections Department shall keep records that show price comparisons and may, at the option of the County Registrar of Voters and without placing the security or conduct of an election at risk, attempt to secure the best prices for like elections-related materials, commodities and services. No provision of this Policy shall be interpreted to direct that the purchase of election materials, commodities and services must be subject to any competitive bidding process.

##### 1-4

##### LOCAL PREFERENCE

Consistent with Resolution 03-6932, a local preference for bidders shall be granted as set forth below, except as prohibited by statute or where the contract must be awarded to the "lowest responsible bidder." A local bidder is defined as a person or business that has an office located within the geographical boundaries of Plumas County for at least three calendar months prior to the request for bids or proposals. In the event of a dispute as to whether or not a business is "local," the Board will consider reasonable evidence, including advertising records, Fictitious Business Name Notices, utility billings, and other evidence submitted by the bidder.

1. For Bids where the lowest responsible bid is between \$1.00 and \$100,000 the preference shall be 5%.
2. For Bids where the lowest responsible bid is between \$100,001 and \$500,000 the preference shall be 2.5%.
3. For Bids where the lowest responsible bid is between \$500,001 and \$1,000,000 the preference shall be 2%.
4. For Bids above \$1,000,000, there shall be no local preference.

##### 1-5

##### ORAL PURCHASE COMMITMENTS

No oral purchase commitments shall be allowed.

##### 1-6

##### PROCEDURES FOR PURCHASING FIXED ASSETS

Fixed assets must be approved by the Board of Supervisors and appropriated in the respective departmental budget prior to purchase. For purposes of this Policy, "fixed assets" are defined as those items of equipment that cost \$1,500.00 or more and have a life of greater than one year. If a department wishes to purchase an alternate fixed asset in lieu of that previously authorized by the Board of Supervisors in the budget, a request shall be submitted to the CAO. Dependent upon the nature of the alternate, subsequent Board approval may be required.

##### 1-7

##### CONSOLIDATION OF PURCHASING

Departments should plan their annual requirements and make every effort to consolidate similar items into a single, or as few as possible, purchasing order(s). Items shall be ordered in quantities sufficient for a reasonable period of time and consistent with future needs and

available storage space. The Purchasing Agency shall consolidate the purchases of the various departments when an economic benefit to the County is apparent.

#### 1-8 RECORD RETENTION

Pursuant to California Government Code Section 25501.5, all requisitions and related procurement documents shall be retained for a period of not less than three (3) years unless the law prescribes a longer period. After that time, the records may be destroyed.

### SECTION 2

#### PURCHASING ETHICS AND UNAUTHORIZED PURCHASES

##### 2-1 COUNTY NOT OBLIGATED FOR UNAUTHORIZED PURCHASES

Only the Board of Supervisors, the Purchasing Agent, his/her designee, and/or Departments delegated purchasing authority may commit County funds for the purchase of any goods, supplies or services for County use. Except in cases of an emergency, no unauthorized purchases shall be binding on the County or constitute a lawful charge against county funds. Unauthorized purchases may be subsequently approved and confirmed by the Purchasing Agent or the Board of Supervisors if required. Unless such purchases are so approved and confirmed by either the Purchasing Agent or the Board of Supervisors, the cost thereof shall not constitute a legal charge against the county. The determination of whether a purchase shall be a legal charge against the County shall be made by the CAO, in consultation with County Counsel's office if necessary.

As unauthorized purchases are not considered an obligation of the County, the individual making such purchases may be held personally liable for the cost of the purchase. An unauthorized purchase may include any of the following:

- Any purchase that does not meet the guidelines outlined in this Policy.
- Any purchase for personal use.

##### 2-2 ETHICAL STANDARDS

In order to promote governmental integrity and to guard against even the appearance of impropriety, all County employees engaged in any vendor-related activity shall comply with the following standards of ethical conduct:

- County employees shall discharge their duties impartially so as to assure fair access to governmental procurement by responsible vendors and service providers and to foster public confidence in the integrity of the County procurement system.
- County employees shall not solicit, demand, accept or agree to accept a gratuity or an offer of employment in connection with their purchasing decisions, including but not limited to any decision, approval, disapproval, recommendation, or preparation of any part of a specification, standard, bid, or contract.
- County employees shall not participate directly or indirectly in procurement when the employee knows that any of the following exists:

1. The employee or any member of the employee's immediate family has a personal financial interest pertaining to the procurement.

2. A business or organization in which the employee, or any member of the employee's immediate family, has a personal financial interest pertaining to the procurement.
3. Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

##### 2-3 GIFTS AND SPECIAL CONSIDERATION

County employees, officers, or officials by virtue of their positions shall not receive any special consideration from vendors or merchants in their personal affairs nor shall they attempt in their official capacities to procure goods, supplies, equipment or services for the private use of any person, including any employee, officer, or official of the County.

County employees shall not accept gifts, entertainment, or anything of more than nominal value from vendors or potential vendors. Any such gifts received by an employee shall be returned to the giver. Examples of acceptable gifts might include pencils, scratch pads, calendars, other advertising supplies where such items can be shared at a public counter, or promotional items offered to such employees in their private capacity in the same manner as to any other member of the public.

The acceptance of any gratuity in the form of cash, merchandise, or anything of value by an official or employee of the County from any vendor is a violation of County policy and may be cause for disciplinary action. The offer of any such gratuity to any official or employee of the County by any vendor shall be cause for declaring such individual or firm to be an irresponsible vendor and debarring such vendor from bidding or otherwise doing business with the County, subject to the opportunity to appeal provided in Section 7 of this Policy.

##### 2-4 PRACTICES

The County's suppliers and their products, personnel and service are a natural extension of the County's own resources. It is the responsibility of all County employees to work to maintain the good name of the County and to develop good relations between the County and its suppliers. In personal contacts with vendors, each employee represents the County and should reflect and present the interests and needs of all County departments.

##### 2-5 CONFLICT OF INTEREST - ACTUAL OR POTENTIAL

Upon discovery of an actual or potential conflict of interest, an employee shall promptly (1) notify his/her supervisor or the County Administrative officer and (2) withdraw from further participation in the transaction involved. County Counsel may be consulted for an opinion whenever there is any question of a conflict of interest.

##### 2-6 CONFLICT OF INTEREST

No contracts shall knowingly be issued to any current County employee or his/her immediate family, or to any former County employee or his/her immediate family until two years after separation, without prior notice to the County Administrative Officer.

Department heads are responsible for determining whether consultants contracted by the County are subject to the reporting requirements of the County's Conflict of Interest Code. Should the department head determine that the consultant is not subject to the County's conflict of interest

reporting requirements, the department head shall make a written finding to that effect and shall attach a copy of the finding to the contract documents.

### SECTION 3

#### EXCEPTIONS TO THE COMPETITIVE PROCESS

##### EXCEPTIONS TO COMPETITIVE BIDDING

In instances where there are limitations on the source of supply, necessary restrictions in specifications, quality considerations, or other valid reasons for waiving competitive bidding, purchases may be made without recourse to competitive bidding. Approval of a waiver of competitive bidding shall be made by the Purchasing Agent.

In addition, except as otherwise directed by law, or as directed by the Board of Supervisors or County Administrative Officer, competitive bidding is not required for the following purchases.

- (a) Wherever State law expressly authorizes execution of professional services contracts without competitive bidding or for expert and professional services which involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience such as accountants, physicians, social service consultants, labor consultants, investigators, attorneys, architects, surveyors and engineers;
- (b) Election supplies;
- (c) Legal brief printing, stenographic services, and transcripts
- (d) Books, publications, subscriptions, recordings, motion picture films, and annual book and periodical contracts;
- (e) Personal property or services obtainable:
  - (1) From any other governmental agency and owned or provided by such other governmental agency, or
  - (2) From any other governmental agency which has a contract with a vendor which allows such other governmental agency to acquire such property or services and resell them to other governmental agencies, or
  - (3) From any private vendor which has an agreement or contract with another public agency and such private vendor produces satisfactory documentation that:
    - (i) such other contract is currently then in effect, and
    - (ii) such agreement or contract was let through a competitive process, such as competitive written bids, request for proposals, informal quotations or competitive evaluation, and
    - (iii) such items to be acquired by the County are of comparable description and quality as the items described in such other governmental contract, and
    - (iv) the price of such items to be acquired by the County is not greater than that specified in such other governmental contract;
- (f) Property or services the price of which is fixed by law;
- (g) Construction equipment rental; provided that the CAO approves of the waiver of competitive bidding.
- (h) Automotive and heavy equipment repairs; provided that the CAO approves of the

waiver of competitive bidding.

- (i) Data processing, telephone, and reprographic goods, services and equipment, software, installation, maintenance and training, providing that such installation is not a project as defined in the Public Contract Code; and provided that the CAO approves of the waiver of competitive bidding.
- (j) Proprietary drugs and pharmaceuticals, medical supplies and equipment;
- (k) Training, seminars, classes for County personnel;
- (l) Sole source procurement, defined as an award for a commodity or service which can only be purchased from one supplier, usually because of its technological, specialized, or unique character; provided that the CAO approves of the waiver of competitive bidding.
- (m) Emergency purchases necessary when unforeseen circumstances require an immediate purchase in order to avoid a substantial hazard to life or property or serious interruption of the operation of a County department, or the necessary repair of County equipment or heavy equipment required for the operation of a County department;
- (n) When the Purchasing Agent or his/her designee determines that making a specific purchase without competitive bidding is reasonably necessary for the conduct of County business;
- (o) When the Purchasing Agent or his/her designee determines that it is in the best interest of Plumas County to renew a contract award from the previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of County business and/or based on good business sense;
- (p) When the product/services are needed by the County pending a bid award and a contractor agrees to provide such product/services at the same contract price as a previous award, until a new contract has been awarded. Such interim period contracts shall not exceed ninety days, or until conclusion of a bidder's appeal;
- (q) Fuel credit cards/purchases;
- (s) Purchases of commodities and services from public and private non-profit corporations operating workcenters for the disabled pursuant to Welfare Institutions Code sections 19403 and 19404.
- (t) Goods or services where the cost is under five hundred dollars (\$500.00). However, sealed competitive bidding is not required except for purchases exceeding ten thousand dollars (\$10,000).
- (u) Materials and supplies that are acquired from a vendor based on a contractual arrangement with the vendor that was established pursuant to a competitive bid process.

### SECTION 4

#### SUMMARY OF PURCHASING AUTHORITY AND COUNTY'S PURCHASING POLICY

##### 4-1 PURCHASE OF GOODS AND SERVICES UNDER \$500

For goods and supplies less than \$500, competitive quotations are not required, but prudent buying techniques normally suggest contacting at least two or more vendors for a comparison of competitive prices.

The delegation of authority to department heads to purchase goods or supplies less than \$500 is intended to facilitate the economical and orderly procurement of personal property by

County departments. The privileges extended to departments under this procedure are not intended to be used to engage in widespread purchasing without adequate analysis and competition. Departments shall not circumvent the purchasing policies set forth in this Policy, including by the use of open-ended purchase agreements or by splitting purchases into a series of small purchases to fall within this delegation of authority.

#### 4-2 PURCHASE OF GOODS OVER \$500 and UNDER \$5,000

- 1) Informal or formal bidding procedures may be used depending on the complexity of the items purchased.
- 2) Two or more vendors must be contacted for a comparison of competitive prices, unless authorized by CAO.
- 3) Unless authority has been delegated, the contract must be approved by the CAO.

#### 4-3 PURCHASE OF GOODS OVER \$5,000 and UNDER \$10,000

- 1) Informal or formal bidding procedures may be used depending on the complexity of the items purchased. At a minimum, the "Informal Proposal/Bid Solicitation" form shall be used.
- 2) Two or more vendors must be contacted for a comparison of competitive prices.
- 3) The invitation for bids must be published at least once in the Feather River Bulletin.
- 4) Unless authority has been delegated, the contract must be approved by the CAO.

#### 4-4 PURCHASE OF GOODS OVER \$10,000

- 1) Except as otherwise provided for in this Policy, or by law, or unless otherwise authorized by the Purchasing Agent or the Board of Supervisors, contracts and purchases in the amount of \$10,000 or more will be made by sealed bid procedure.
- 2) Sealed bids shall be opened and read at a specified time and shall be retained in the bid file.
- 3) The invitation for bids must be published at least once in the Feather River Bulletin.
- 3) Unless authority has been delegated, the contract must be approved by the Board of Supervisors.

#### 4-5 USE OF INVITATIONS FOR BIDS/REQUESTS FOR PROSALS/SEALED BID

Purchases shall be awarded by competitive sealed proposals when required by law, this Policy, or when, in the estimation of the Purchasing Agent or the Department, the use of competitive sealed proposals is deemed appropriate.

Unless otherwise directed by law, the Board of Supervisors, or the Purchasing Agent, contracts for professional services not estimated to exceed \$10,000 may be awarded through the use of either informal RFPs or formal competitive sealed proposals. For any professional services contract with a value of \$1,000 or more, at a minimum the "Informal Proposal/Bid Solicitation" form must be used, and notice must be published at least once in the Feather River Bulletin, unless the Purchasing Agent determines there is good reason to waive publication for a particular contract.

If the estimated cost for goods or services exceeds \$10,000, a sealed bid process should be used unless otherwise authorized by this Policy, the Purchasing Agent or the Board of Supervisors.

For sole source professional service contracts exceeding \$10,000, the requesting department shall submit a written sole source justification to the Purchasing Agent or the Board of Supervisors. The

sole source justification may be submitted prior to, or concurrent with, the recommendation for contract approval.

### SECTION 5

#### FORMAL AND INFORMAL BIDDING: AN OVERVIEW

##### 5-1 REVIEW OF BIDDING OPTIONS

Exhibits A, B, and C to this Purchasing Policy contain specific guidance on the conduct of various types of purchasing transactions. The Exhibits may be revised at the discretion of the Purchasing Agent from time to time. This section provides an overview of various options a department may have when desiring to purchase.

The complexity of the goods or equipment required and an evaluation of the county's risk exposure determine whether informal or formal purchasing procedures are used.

Informal solicitations do not require a public bid opening, although the solicitation may require quotes or proposals be submitted by a specific date and time.

Formal, sealed bidding procedures will generally be used for complex purchases, where the purchase of unique or high cost personal property or services is anticipated, when there is the potential for heightened risk exposure for the County, or when formal bidding is required by law.

##### 5-2 INFORMAL REQUESTS FOR QUOTATIONS

Written, facsimile, or oral Requests for Quotations (RFQ) are typically solicited for the purchase of off-the-shelf or low dollar materials, supplies, and goods. Award is made on the basis of lowest responsive and responsible offer submitted in response to the request for quotations.

Although not required in informal bidding procedures, written solicitation of quotes is preferred. In order to establish firm pricing, delivery, and payment terms, and to reduce risk to the county, it is preferred to have written quotations. Written quotes should contain the following information:

- A precise description and/or specification of the items to be purchased.
- Quantity and price of the items to be purchased.
- Delivery date(s) and whether freight will be charged.
- Where the ownership and responsibility for the condition of the goods during shipping passes, i.e., at the vendor's dock or at the delivery location.
- The vendor's or his/her sales representative's signature.
- Storage arrangements, as appropriate.

##### 5-3 INFORMAL REQUESTS FOR PROPOSALS

An informal written or facsimile Request for Proposals (RFP) may be used for the purchase of goods and services when "best value" cannot be determined by price alone, when there is uncertainty as to specifications, or when requirements such as vendor reputation, expertise, and performance suggest that the County's interests would be best served by procuring the goods or services on a "best value" basis.

Departments may independently use informal RFPs to procure professional services, where the cost of the service does not exceed \$10,000.

The RFP shall describe the scope of work to be performed, and shall clearly identify the proposal evaluation criteria, the award process, and any special provisions or conditions.

Informal RFPs do not require the submission of sealed proposals. Thus, informal RFPs may be solicited and received by facsimile or other written means. After proposals have been submitted, the requisitioning department shall evaluate the proposals submitted in response to the RFP. Award shall be made to the offeror whose proposal is determined to provide the "best value" to the county on the basis of the evaluation criteria identified in the RFP.

#### 5-4 FORMAL BIDS

Formal bids may be obtained through either:

- *Invitation for Bids (IFB)*. This requires a detailed purchase description including acceptance criteria and all contractual terms and conditions applicable to the procurement.
- *Request for Proposals (RFP)*. This is used to initiate competitive sealed proposal procurements. The significant difference between an RFP and an IFB is that in an RFP the award may be negotiated.

#### 5-5 COMPETITIVE SEALED BIDDING - FORMAL INVITATION FOR BIDS

An Invitation for Bids (IFB) is normally used to solicit competitive sealed bids for the purchase of personal property where exact specifications and risks are known. The primary purpose of an IFB is to solicit firm offers from bidders under circumstances where potential risks are controlled by the terms of the IFB.

Invitation for Bids is a method of procurement that includes the following elements:

- Public notice and issuance of an IFB with a purchase description that includes acceptance criteria and all contractual terms and conditions applicable to the procurement.
- Public opening and reading of bids at a pre-designated time and place.
- Evaluation of bids based upon the requirement set forth in the invitation, which may include special qualifications of potential bidders, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose.
- Acceptance of the lowest responsive and responsible bid as submitted, and award to the lowest responsive and responsible bidder.

Adequate public notice of the Invitation for Bids (IFB) shall be given prior to the date set for the opening of bids by conspicuously posting a notice advertising the IFB on the bulletin board outside the Board of Supervisor's Room in the Courthouse, or outside the office of the Clerk of the Board. Public notice may also include publication in a newspaper of general circulation within Plumas County for at least one week. Notice may also include notification of prospective offerors by mail, fax, or other means. Public notice shall be made a reasonable time prior to bid opening. The notice must specify the place where the copies of the Invitation for Bids are on file, the place for receipt of bids, and the location, date, and time of the bid opening. However, a defect in providing notice in accordance with this policy shall not constitute grounds for challenging a bid.

#### 5-6

#### COMPETITIVE SEALED PROPOSALS - FORMAL REQUESTS FOR PROPOSALS

Solicitation of competitive sealed proposals is an alternative method for procuring goods and services where there is uncertainty as to specifications, unknown risks, or where it is advantageous to the county to purchase the best value for goods or services as opposed to low bid. It involves issuing a written Request for Proposals (RFP), public notice of the RFP, evaluation of proposals based on predetermined criteria identified in the RFP, and allows negotiation with the top rated offeror. The solicitation of competitive sealed proposals may be appropriate under the following circumstances:

- When the county has identified a problem to be solved or a need to be filled, and requests the offerors to propose the best method for accomplishing it.
- When it is to the county's advantage to make an award based on factors other than low bid.
- When the procurement requires the evaluation of skills, expertise, or technical capability of the offerors.
- When the procurement is extremely complex or entails unknown risks.
- When the procurement involves contracting for services or a combination of goods and services.
- When specifications for the project cannot be clearly defined.

A Request for Proposals differs from an Invitation for Bids in that the IFB bases the award on the costs of the proposal/bid. Using the RFP, the county will select the most advantageous offer by evaluating and comparing predetermined proposal criteria.

Soliciting competitive sealed proposals typically involves the following steps:

1. Solicitation of proposals through a Request for Proposal (RFP);
2. A private opening of proposals without disclosure of offerors or contents to competing offerors before or during the process of negotiation;
3. Submission of cost or pricing data from the offeror as part of the original proposal, or as a second step after the top rated offer has been determined;
4. Rating of proposals by a panel of evaluators using predetermined evaluation criteria identified in the Request for Proposals;
5. Discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award;
6. An award made to the offeror whose proposal is determined to be the most advantageous, considering the evaluation factors set forth in the Request for Proposals.

Adequate public notice of the Request for Proposals (RFP) shall be given prior to the date set for the opening of proposals by conspicuously posting a notice advertising the RFP on the bulletin board outside the Board of Supervisor's Room at the Courthouse, or outside the office of the Clerk of the Board. Public notice should also include publication in a newspaper of general circulation, published in Plumas County, and/or notification of prospective offerors by mail, fax, or other means. Public notice shall be made a reasonable time prior to bid opening. The notice must specify the place where the copies of the Request for Proposals are on file, and the time and place for receipt of proposals. However, a defect in providing notice in accordance with this policy shall not constitute grounds for challenging a bid.

## SECTION 6

### PROFESSIONAL SERVICE CONTRACTS

#### **6-1 CONTRACT TERM**

No original contract term shall be for more than one year unless authorized by the Purchasing Agent or the Board of Supervisors. Contracts may contain provisions for one or more additional one-year term renewal options where market conditions or other factors favor using such options, provided that any additional annual renewal also shall require the approval of the Purchasing Agent or Board of Supervisors, if such approval was required for the original contract.

Whenever a contract extension or amendment results in a contract term of more than one year or results in a total contract amount that exceeds department head award authority, the contract extension or amendment requires the approval of the County Administrative Officer (if cumulative total is less than \$10,000) or the Board of Supervisors (if the cumulative total will be more than \$10,000.00). Contracts shall not be split to avoid Board of Supervisor review or to bypass bidding requirements.

#### **6-2 REVIEW BY COUNTY COUNSEL/INSURANCE**

All professional services contracts must conform to an approved County Counsel contract prior to execution.

The County requires insurance coverage for all professional service contracts. The contracting department is responsible for acquiring and maintaining the contractor's certificates of insurance. Departments should make prospective contractors aware of the County's insurance requirements at the time quotes, bids, or proposals are solicited. Contractors should not be given notice to proceed until the appropriate insurance certificates have been received.

#### **6-3 PROFESSIONAL SERVICES - MISCELLANEOUS OR "SPECIAL SERVICES"**

Consultant and professional service contracts<sup>1</sup> are used to procure professional or technical services not provided by County employees.

Per the California Government Code, Section §31000, "The board of supervisors may contract for special services (and) such contracts shall be with persons specially trained, experienced, expert and competent to perform the special services. The special services shall consist of services, advice, education or training for such public entities or the employees thereof."

"The board may pay from any available funds such compensation as it deems proper for these special services. The board of supervisors may, by ordinance, direct the purchasing agent to enter into contracts authorized by this section"

The following is a partial list of special or professional services: financial, economic, accounting, medical, therapeutic, administrative, airport, security, laundry services or linen services. These and other professional services, with the exception of the services itemized in 6-4 below, may be obtained through competitive procurement methods or by waiver of competitive bidding and sole source award as outlined in this section.

<sup>1</sup> References: Cal. Govt. Code §31000, 25502.3, 4525-4529.5

Vendor selection shall be based on a competitive process whenever reasonably feasible. Professional services may be competitively solicited through informal Requests for Quotes (RFQ) and informal Requests for Proposals (RFP) or through formal sealed competitive bids or formal sealed competitive proposals - Invitations for Bids (IFB) and Requests for Proposals (RFP) respectively. The type of service to be contracted for, urgent timeframes, the anticipated award amount, and the potential risks involved affect the decision whether to use informal or formal purchasing procedures.

Professional service contracts may be awarded without competitive solicitation when there is only one person or vendor available or capable of providing the required service, when there are limitations in the availability of potential contractors, when the services required are of such a specialized nature that precludes competitive solicitation, or when other conditions exist such that the appropriate awarding authority determines that it is in the County's best interest to waive competitive solicitation for the required professional services. Departments shall retain documentation supporting a sole source selection whenever professional services are procured without the use of a competitive solicitation.

Requests for consultant services where the amount to be paid in a single contract is greater than \$10,000 shall include a choice of three consultants, wherever reasonably feasible, along with a synopsis of proposals. All requests for contract approval in excess of \$10,000 shall be submitted to the CAO for review prior to presentation to the Board of Supervisors for action.

6-4

### **PROFESSIONAL SERVICES - ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, ENVIRONMENTAL, LAND SURVEYING, OR CONSTRUCTION PROJECT MANAGEMENT SERVICES**

Per California Government Code, Section 4526, "Selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required." There are special procedures for acquiring these services as outlined in this section.

Step 1. Prospective contractors are requested to submit statements of qualifications to the County for the required services or proposed project. Statements of qualifications may be solicited through trade publications and by other methods of advertisement.

Step 2. The department conducting the procurement "shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with no less than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based upon criteria established and published by (the department), no less than three of the firms deemed to be the most highly qualified to provide the services required." (Government Code, Section 4527)

The evaluation criteria shall be determined by the contracting department.

Step 3. The department shall negotiate a contract with the most highly qualified individual or firm as established by the evaluation procedure in step 2 above, for service at a price the department determines is fair and reasonable. Should the department be unable to successfully



negotiate a contract with the most highly qualified individual or firm at a price the department deems fair and reasonable, then negotiations with that individual or firm shall be terminated; and, the department shall negotiate a contract with the second most highly qualified individual or firm.

Failing accord with the second most qualified individual or firm, the department shall terminate the negotiations, and then undertake negotiations with the third most qualified firm. Should the department be unable to negotiate a satisfactory contract with any of the selected firms, the department shall select additional firms in order of their competence and qualification and continue negotiations until an agreement is reached.

#### SECTION 7

#### VENDORS APPEALS AND DEBARMENT

#### **7-1 CAUSES FOR DEBARMENT**

After consultation with County Counsel and after reasonable notice to the vendor involved and reasonable opportunity for the vendor to be heard, the Purchasing Agent shall have the authority to debar a person for cause from consideration for award of contracts. This determination may be appealed to the Board of Supervisors.

Causes for debarment include, but are not limited, to the following:

1. Conviction of or civil judgment for:
  - (a) Commission of fraud or a criminal offense in connection with (i) obtaining, (ii) attempting to obtain, or (iii) performing a public contract or subcontract;
  - (b) Violation of antitrust statutes or rules relating to the submission of bids or proposals;
  - (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a contractor or subcontractor.
2. Violation of the terms of a public agency contract or subcontract so serious as to justify debarment, such as:
  - (a) Willful negligence or failure to perform in accordance with the terms of one or more contracts; or
  - (b) A history of failure to perform, or of unsatisfactory performance of one or more contracts.
3. Violation of ethical standards set forth in Section 2 of this document.
4. For any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a County vendor, including debarment by another governmental entity.

#### **7-2 OTHER ACTIONS**

This section shall not be construed to limit or prejudice any administrative or legal action available to the Board of Supervisors of the County of Plumas.

#### **7-3 PROTESTS AND APPEALS**

The following procedures shall apply to procurement actions involving formal sealed bids and competitive sealed proposals.

#### **7-4 FILING OF PROTEST**

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Any directly affected party who is aggrieved in connection with the solicitation or award of a purchase order or contract issued through a formal sealed bid procedure may protest the procurement action taken. Such protests must be filed in writing with:

County of Plumas  
Purchasing Agent/CAO  
520 Main Street, Room 309  
Quincy, CA 95971

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:

1. The date and action taken resulting in a protest, and
2. Identify the material issue, including a detailed explanation of the basis for the protest, and the remedy sought. Specification related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

#### **7-5 RESOLUTION PROCESS**

##### Informal Resolution

Upon receipt of protest, the Purchasing Agent will convene, at the earliest possible convenience, discussions between the protesting party and appropriate County staff to seek informal resolution and/or to clarify the issues.

##### Response to Protest/Appeal

If the protest is not resolved by mutual agreement, the Purchasing Agent shall provide a written response to the protesting party within fifteen (15) working days following the informal meeting. The response shall state the Purchasing Agent's decision, the facts supporting the decision, and shall inform the protesting party of its right to appeal the decision to the Board of Supervisors.

#### **7-6 APPEAL TO THE BOARD OF SUPERVISORS**

In the event the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent's decision. The County will attempt to schedule any appeal hearing within thirty (30) working days from the date request is received by the Clerk of the Board. The Clerk of the Board shall notify the appellant by personal service or by deposit by a certified letter in the U.S. Mail, of the scheduled hearing date not less than ten (10) working days from the date of hearing.

The appellant shall have the right to testify at the hearing, to be represented by counsel, to present witnesses on his behalf, and to present oral and written documents and evidence on the issue.

After the conclusion of the hearing, the Board of Supervisors shall make findings of fact and a decision concerning the issue(s).

#### **7-7 STAY OF PROCUREMENT ACTION DURING A PROTEST**

In the event of a timely protest under this section, the County shall not proceed further with the

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PURCHASING POLICY

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solicitation or the award of the contract or purchase order until the protest is resolved, unless the Purchasing Agent, in consultation with the head of the involved department and County Counsel, makes a written determination that the award of the purchase order or contract without further delay is necessary to protect a substantial interest of the County.

#### EXHIBIT "A"

#### INTRODUCTION TO SPECIFICATIONS IN BIDDING

A-1

##### SPECIFICATIONS

Departments shall ensure specifications are non-restrictive and clearly describe the required items in terms of functional performance. Drawings or samples should clearly describe the required item. If a brand name or model is specified during a purchase transaction, normally an "or equal" specification should be added unless clearly not appropriate.

If a department believes that only a specific make and model will meet its needs, the department shall maintain an objectively written explanation which calls out the unique features of the sole source item and which states why these features are required. If other brands and models have been tested or used previously, the department shall specify the brands and models used, and why they are unacceptable, since prior unsatisfactory performance may be used to determine vendor responsibility during formal or informal bid procedures.

A-2

##### APPROVED EQUAL

When brand names are specified, the words "or approved equal" should be added unless compelling reasons make only the single brand acceptable, in which case a written justification must be signed by the department head, or designee. Use of a brand name as part of "approved equal to" specifications should be for the sole purpose of describing the standard of quality, performance, and functional (including aesthetic) characteristics the County desires and not be intended to limit or restrict competition. Use of "approved equal to" specifications should, whenever possible, identify a minimum of two (2) brand names as "approved equal".

Using specifications provided by a specific manufacturer should be avoided if possible, but if used the name of the manufacturer, model number, etc. should be indicated with a statement that use of the manufacturer's specifications is for the sole purpose of establishing "approved equal" criteria.

A-3

##### SPECIFICATIONS AND SOLE SOURCE DEFINED

"Brand Name Specification" means a specification limited to one or more items by manufacturer's name or catalog number. It is written to have the effect of limiting the product to a single kind.

"Brand Name or Equal Specification" means a specification which uses one or more manufacturer's names or catalog numbers to describe the standard of quality, performance, and other characteristics need to meet the county's requirements, and which provides for the submission of equivalent products.

"Design Specifications" customarily employ dimensional and other physical requirements of the item to be procured. These specifications provide information on how the product is to be fabricated or constructed.

"Performance Specifications" specify the functions or level of performance required. Performance specifications are results oriented and allow bidders considerable latitude in achieving the required performance results.

"Sole Manufacturer Specification" is a specification for goods meeting specific physical, functional, or performance characteristics that restricts competition to a particular manufacturer's model or catalog identification, which may be available on a limited competitive basis from more than one vendor.

"Sole Source Specification" is a specification for goods that meet specific physical, functional, or performance characteristics that precludes alternate sources of supply or competition. Sole source specifications may include proprietary items, which are items held under exclusive title, trademark, or copyright.

"Sole Manufacturer Justification" is a written memorandum justifying a sole manufacturer specification and identifying the physical, functional, and performance characteristics of the goods required and/or the market conditions that require limiting competition to a single manufacturer's product. The sole manufacturer justification shall be signed by the department head or his/her designee.

"Sole Source Justification" is a written memorandum justifying a sole source specification and identifying the physical, functional, and performance characteristics of the goods required and/or the market conditions that require limiting competition to a single supplier. The sole source justification shall be signed by the department head or his/her designee.

EXHIBIT "B"

GUIDELINES ON HOW TO CONDUCT INVITATIONS TO BID

PREPARATION OF BID SPECIFICATIONS

Preparation of Bid Specifications should:

- Be clear, definitive and concise to enable prospective bidders a basis on which to submit bids.
- Be written to allow for competitive purchase of goods, supplies and equipment and not to exclude all but one type or kind, unless warranted.
- Not call for features or a level of quality not required for the intended use, except in cases where such features or the level of quality are essential for some future consideration or result in overall economic advantage to the County.
- Describe the performance requirements rather than its formulation, description or design, as may be warranted.
- Be prepared to permit free and full competition ("or equal") as is reasonably possible under the attendant circumstances.

Some latitude is permissible in specifying features of certain items. While it is not necessary to prepare specifications in a manner that every conceivable manufacturer could competitively bid, the County must be able to demonstrate a clear reason for any restrictive specifications.

Specifications must state whether criteria other than cost will be considered in awarding the purchase order or contract, e.g., results of product testing, length and terms of warranty provisions, reliability and maintenance costs, repurchase value, or residual value of the goods or equipment after a specified number of years where the residual value can be objectively ascertained.

BID DOCUMENTS

All bidders shall promptly notify the Department Head or the Purchasing Agent of any ambiguity, inconsistency or error that they may discover upon examination of the bidding documents. The County will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. Bidders requiring clarification or interpretation of the bid documents shall make a written request (facsimile acceptable) which shall reach the County at least five (5) working days prior to the date for receipt of bids, or as otherwise specified in the bid document.

Any interpretation, correction or change of the bidding documents will be made by formal addendum. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

SUBSTITUTIONS

Materials, products and equipment described in the bidding documents establishes a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The burden of proof of merit of proposed alternate or substitute is on the bidder.

Non-solicited alternates may be considered for award if submitted by the bidder who would otherwise be the low bid.

Each substitution proposed shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute. Drawings, cuts, performance specifications, test data and other information necessary for an evaluation shall be submitted by the bidder with the bid offered. A statement setting forth any changes in other materials or equipment resulting from incorporation of the substitution shall be included.

The County's decision of approval or disapproval of a proposed substitution shall be final.

BID ADDENDA

Addenda will be mailed or delivered to all that are known by the Department to have received a complete set of bidding documents. Thus, the Department should keep record of all vendors requesting a complete set of bidding documents. Copies of addenda will be made available for inspection wherever bid documents are on file for that purpose.

No addenda will be issued later than four working days prior to the date for receipt of bids, except for an addendum withdrawing the request for bids or one that includes postponement of the date for receipt of bids.

Each bidder shall be responsible for ascertaining prior to submitting a bid that he has received all addenda issued. Bidders shall sign and submit all required addenda in order to receive award consideration unless otherwise indicated in the bid document.

BIDDERS' CONFERENCE

Pre-bid conferences may be conducted to explain the procurement requirements and specifications. Pre-bid conferences may also be conducted to review work sites with prospective bidders. Any pre-bid conferences shall be announced in the Invitation for Bids.

PROCUREMENT SCHEDULE AND BID OPENING DATE

Each Invitation for Bids shall be assigned a bid opening date and time by which bids must be received to be considered. This date should provide sufficient time to allow prospective bidders ample opportunity to prepare bid documents. "Sufficient time" varies, and the procurement schedule should be based on a realistic evaluation of market conditions and potential bidders' ability to respond to the Invitation for Bids. In formal bidding, the bid opening date should not be less than ten (10) working days after the notice inviting bids has been made public.

FORM OF BID

To receive consideration, bids shall be made on the forms and in the manner set forth in the Invitation for Bids, further:

- Bids received after the date and time advertised for opening will be considered non-responsive and will be rejected.
- Each bid must be completed in ink, typewritten or computer generated, and all changes and/or erasures must be initialed in ink.
- Each bid must be signed in ink by an authorized representative of the vendor and include the legal name of the bidder.
- Bidders shall not change the bid form nor make additional stipulations on the bid form which are not consistent with the provisions of the specifications.

BID SECURITY

At the discretion of the Department or Purchasing Agent, a bid bond or bid deposit (certified or cashier's check) made payable to the County of Plumas may be required to protect the County in the event the bidder awarded the contract does not execute the contract, furnish any required performance bond, and proceed with performance. A required bid bond or bid deposit must be submitted with the bid, if required, and be in the amount as specified in the Invitation for Bid.

In the event an otherwise low bidder is allowed to withdraw a bid due to claim of error, the County may retain the bid guarantee to offset its costs of administrative handling of the bid.

Bid bonds or bid deposits, except those of the lowest bidder, should be returned as soon as practical following the bid opening and checking of bids. The guarantee of the lowest bidder should be retained until the contract or purchase order has been executed and approved and any performance bond and certificate of insurance provided, at which time the bid bond will be released except where forfeited. However, the bidder's bonds or bid security of the second and third lowest responsible bidders may be retained until the contract has been fully executed and insurance certificates are obtained. The cash, cashier's checks, and certified checks submitted by all other unsuccessful bidders shall be returned to them within ten calendar days after the receipt of bids, and their bid bonds shall be of no further effect.

RECEIPT OF BIDS

All bids must be received sealed in an envelope prior to the time specified in the IFB. Bids must be promptly date/time stamped and deposited unopened in the respective bid folder; they should not be left unattended.

Late bids will not be opened and will not be considered under any circumstances. A late bid will be date-stamped and promptly returned unopened to the bidder accompanied by a letter from Purchasing notifying the bidder that the bid was received late and was not considered. A copy of the rejected bid envelope and the letter will be retained in the bid file. Late bids received without a return address on the envelope will be date/time stamped upon receipt and retained in the bid file unopened.

**BID OPENING**

All bid openings shall be opened publicly in the presence of one or more witnesses at the time and place designated in the IFB, or as soon thereafter as is possible. The only information that will be read aloud is the information that will be recorded in the bid abstract. Details of any bid's exceptions or nonconformance will not be read in public, but the fact of their existence will be publicly noted. The County assumes no responsibility for the confidentiality of bid information unless specifically stated otherwise in the IFB, and bids once opened, may become public record.

**CORRECTION AND WITHDRAWAL OF BIDS**

**General Rule.** The essential rule in evaluating actions to mistakes in bids is that no change or correction may be permitted that would prejudice the interest of the public or be unfair to other bidders.

**Waiving Informalities.** The IFB may contain provisions allowing the County to waive informalities and accept the bid that appears to be in the best interest of the county. Such informalities may consist of the correction of minor errors, but only if the bid is substantially in compliance with the terms and conditions of the IFB. Errors that are not material and do not invalidate the legitimacy of a bid may be waived.

**Bid Withdrawal Prior to the Bid Opening.** Prior to bid opening, mistakes in bids detected by a bidder may be corrected or a bid withdrawn upon authorized written request signed by an authorized representative of the bidder and received by County. A facsimile copy will suffice. Oral or telegraphic, or electronic transmission shall not be permitted. Oral corrections or withdrawals by bidder shall not be permitted.

**Judgment Errors.** After opening, a bid may not be withdrawn as the result of a mistake attributable to the bidder's error in judgment. For example, a bidder judges he can provide a bid item at a significantly lower price than his competitors and submits his bid based on that judgment, but later wishes to withdraw his bid because he has determined that he cannot provide the item at the price offered. This is an error in judgment, and the bid may not be withdrawn.

Bid withdrawal by reason of non-judgmental error may be allowed, but only to the extent that it would not be prejudicial to the interests of the county or the fair treatment of other bidders.

**Correcting Mistakes in Bids.** During or after bid opening, mistakes detected in bids may not be corrected by the bidder except:

(a) A bidder may be permitted to correct a material mistake that would cause such bidder to have the low bid if the mistake is clearly evident from examining the bid document; for example, arithmetical errors. However, a bidder shall not be permitted to correct a bid for errors of judgment.

(b) An otherwise low bidder may, in the discretion of the County, be permitted the opportunity to furnish other information called for by the IFB and not supplied due to oversight, so long as it does not affect responsiveness.

**Confirmation of Bid.** When Purchasing knows or has reason to believe that a mistake has been made in a bid, the bidder should be requested to confirm the bid. Situations where confirmation should be requested include obvious or apparent errors in the bid documents or a bid unreasonably lower than other bids. Such confirmation shall be requested and received in writing, and facsimile copies will suffice for request and receipt of confirmation.

The Department shall maintain complete and sufficient records of evidence used to establish an error in intended price. Records of bid withdrawals shall also be maintained to ensure there is no abuse of the competitive bidding process. All decisions to permit the waiver of bid mistakes and the withdrawal of bids shall be made in writing, approved by Purchasing, and retained in the bid file.

**BID EVALUATION**

Bids shall be evaluated based on the requirements set forth in the IFB, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The criteria affect price shall be objectively measurable, such as discounts, transportation costs and life cycle or total ownership costs. The IFB shall set forth the evaluation criteria to be used.

Examples of evaluation criteria that may be used include:

- Adherence to all conditions and requirements of the bid specifications.
- Total price (including any discounts), unit price, or extended price.
- General reputation and experience of bidders based on references or prior performance.
- Hourly rates for specified personnel.

- Ability to meet delivery and stocking requirements.
- Financial responsibility of the bidder.
- Needs and requirements of the County.
- Experience with the products involved.
- Nature and extent of product data furnished, upon request of the County, for review and evaluation.
- Quality of merchandise offered, including product appearance, workmanship, finish, taste, feel and results of product testing.
- Overall completeness of product line offered.
- Availability of product or service required.
- Maintenance costs and warranty provisions.
- Repurchase value or residual value of equipment after specified number of years where the residual value can be objectively ascertained.
- Compatibility with County's current equipment/products.

The Department shall maintain complete and sufficient records of bid evaluations to ensure that there is no abuse of the competitive bidding process. The justification for an award recommendation shall be made in writing and retained in the bid file.

**RESERVATION OF RIGHT TO REJECT BIDS AND/OR REQUIRE REBID**

Every bid must be carefully examined to determine whether it contains a material variance. Any bid that contains a material variance must be rejected. A test of material variance is a variance that gives the bidder a substantial benefit or advantage not enjoyed by the other bidders. Prior to any rejection for a material variance, the Purchasing Agent shall be consulted.

The county reserves the right to reject any or all bids in whole or in part and may waive any irregularities or informalities in any bid when, after consideration of all relevant circumstances, such action is considered in the best interest of the county.

The County may:

- Reject a bid not accompanied by any required bid security or by other data required by the bidding documents.
- Reject a bid that is in any way incomplete, irregular, amplified, unqualified or otherwise not in compliance with the bid documents in all material respect.
- Waive any informality, irregularity, immaterial defects or technicalities, in any bids received.
- Cancel an invitation for Bids or reject all bids for any of the following reasons:
  1. Inadequate or ambiguous specifications.
  2. Specifications have been revised.
  3. Supplies or services are no longer needed; change in County requirements.
  4. All bids deemed unreasonable.
  5. Bids were not independently arrived at or were submitted in bad faith.
  6. A determination is made that all the necessary requirements of the bid process have not been met.
  7. Insufficient competition.
  8. For other reasons which indicate the cancellation or rejection of all bids is clearly and demonstrably in the best interest of the County.
  9. Insufficient funds have been budgeted for the purchase.

The Department shall maintain complete and sufficient written records of bid rejections and cancellations to ensure that there is no abuse of the bidding process. All reasons for rejecting a bid shall be retained in the bid file.

**BID AWARD**

Bid award shall be made to the lowest responsive and responsible bidder. All awards shall be made by written notice to the successful bidder and shall be promptly made public information.

**Responsive bid.** A bid shall be considered responsive when the bidder has complied with the terms, conditions, provisions, specifications, instructions, and all other requirements of the Invitation for Bids. The determination whether or not a bid is considered responsive is an administrative decision, and shall be made by the Department, or the Purchasing Agent or his/her designee.

**Responsible Bidder.** A bidder shall be considered responsive when it has been established that he/she has the

technical capability, financial capacity, facilities, and work force required to perform as outlined in the provisions and conditions of the bid. Reference checks and documented past performance history may be considered when determining whether a bidder has the capability to fulfill the requirements of the IFB.

The determination whether a bidder is non-responsible is an administrative decision, which shall be made by the Purchasing Agent in consultation with County Counsel as needed. Any determination that a bidder is non-responsible shall be documented by the Purchasing Agent along with the reasons for making such a determination.

#### CANCELLATION OF BID AWARD

Failure on the part of the successful bidder within the time allowed to execute the contract or comply with any other requirement imposed precedent to execution of the contract shall be considered just cause for cancellation of the award and forfeiture of the bid security, not as a penalty, but in liquidation of certain damages sustained. Contract award may then be made to the next lowest responsible and responsive bidder, the call for bids re-advertised, or such other action taken as deemed appropriate by the Department and Purchasing Agent.

B-15

#### EXHIBIT "C"

#### GUIDELINES ON HOW TO CONDUCT REQUEST FOR PROPOSALS

##### EVALUATION PHILOSOPHY

When using Requests for Proposals it is important to be as objective as possible, to clearly describe the procurement process, and to identify the evaluation criteria so that the procurement process and the evaluation criteria can be easily understood by the prospective offerors, the evaluation panel, and the awarding officials. Sufficient records should be generated and retained to allow a post award review by an impartial party.

The objective of the process is to screen proposals to determine the proposal that provides the best value to the county, and to then enter into final negotiations with the offeror who submitted that proposal. Usually, award will be made to the offeror of the highest rated proposal unless the parties are unable to conclude a mutually agreeable contract, in which case negotiation with that offeror shall be terminated and negotiations entered into with the second ranked offeror. Should the county be unable to conclude a mutually agreeable contract with the second ranked offeror, then negotiations with that offeror shall be terminated and negotiations entered into with the third ranked offeror, and so forth, until an agreement is reached. At no time shall the county's negotiators conduct concurrent negotiations with two or more offerors.

##### EVALUATION PANEL

An evaluation panel shall be formed to review all proposals and document all findings and recommendations. The panel should have at least three members. The evaluation committee may include persons who are not County employees but have experience or expertise to contribute. Such non-county employees shall abide by the ethical standards set forth in the Purchasing policy. An evaluation panel and evaluation schedule may be determined prior to soliciting proposals.

##### EVALUATION CRITERIA

The careful selection of evaluation criteria is an important element in preparing an RFP because the evaluation criteria determine how the County will rate and ultimately select the proposal that offers the best value to the county. Evaluation criteria should be as objective as possible.

Typically, each Request for Proposals will have its own unique requirements. Thus, an RFP's evaluation criteria will be determined by the scope of work to be performed, the services to be provided, and any other relevant factors that may influence the decision to award a contract. The following nonexclusive list of possible evaluation criteria has been presented below to provide examples of criteria that may be useful for evaluating proposals:

- The quality, viability, and suitability of the solution offered, or of the goods or services offered, when compared with the requirements and specifications of the RFP.
- Overall responsiveness of the proposal and whether the proposal adequately addressed the scope of work, specifications, and other requirements of the RFP.
- The offeror's technical capability, expertise, or skill to provide the required goods or services, including the offeror's past experience providing similar goods or services.
- The offeror's ability to perform the contract or provide the required services promptly, or within the specified time without delay or interference.
- The offeror's reputation as determined by references and documented past performance history.
- The sufficiency of the offeror's financial resources.

##### REQUEST FOR PROPOSALS - PROCEDURAL CHECKLIST

##### Frequency of Issuing RFPs.

To the extent possible, in order to assure potential contractors access to County business and to insure that the County continues to receive competitive prices and the best available resources, RFPs for ongoing services should be, under most circumstances, issued at least once every three years. This may be extended upon approval of the Purchasing Agent.

##### Procedures.

These procedures are generally applicable to all procurements that require competitive sealed proposals. Although the competitive sealed proposals are not required for professional service and consultant contracts under \$10,000, it may be desirable to develop an RFP if there is a competitive market for the required goods or services, or if conducting an RFP may result in better pricing or improved service. Departments are encouraged to contact the Purchasing Agent in

determining when the use of a Request for Proposals is appropriate.

- Budget Considerations - Prior to an RFP or informal interview procedure being initiated, sufficient funds must be approved by the Board of Supervisors, or be already available in the Department's budget.
- Coordination and Planning - The RFP process normally involves the solution to a problem. The better the County clarifies its own thinking beforehand and communicates it to the prospective firms, the more complete and acceptable the proposals received will be. The following issues may be considered:
  1. Definition of the problem to be solved. The problem must be clearly stated so that it can be understood and successfully addressed by potential offerors.
  2. Identification of what the successful offeror is to accomplish. This would include the desired approach to the problem; practical, policy, technological, and legal limitations; specific questions to be answered; description of the items to be delivered; format and number of copies of the completed reports; and the extent and nature of the assistance to be made available by the County to the successful offeror.
  3. Budgetary requirements and limitations.
  4. Estimated time frame including projected dates for award of contract, commencement of performance, progress reporting, completion, and payment.
  5. Preliminary listing of potential contractors.

#### C-5 DRAFTING THE RFP

The requesting department will develop a draft RFP that includes all of the legal, boilerplate, minimum requirements, and evaluation criteria necessary to the process. The draft may include some or all of the following as tailored to the specific project:

- Background discussion of Plumas County - population demographics, local economy, etc.
- General discussion of the scope of the services to be provided and minimum qualifications for participation.
- Discussion of current work method or services being provided.
- Description of the RFP procurement and award process.
- Identification of the proposal evaluation criteria and a clear statement that low bid will not be the sole basis of award.
- General Information: This will include the format to be followed in submitting proposals; a statement of the minimum qualifications required to participate in the RFP process; the name, address, and telephone number of the county's official contact for the RFP; the location, date and time proposals are due; and, instructions to submit one original signed proposal and at least three copies of the proposal prior to the final closing date and time.
- Special provisions, including any bid bond and performance bond requirements that may be required.
- General provisions.
- Standard county insurance requirements with minimum limits as determined by Risk Management.
- A draft copy of the county's professional services contract for review by prospective offerors (if possible at time of RFP)

#### C-6 RECEIPT, OPENING, AND RECORDING OF PROPOSALS

Proposals shall be submitted in a sealed envelope. Upon receipt, proposals shall be marked with the date and time of receipt and shall be stored in secure place until the date and time set for the opening of proposals. Telephonic, telegraphic, and faxed proposals will not be accepted. Proposals received after the advertised closing date and time will be considered non-responsive and will be rejected.

On the date established in the RFP, the proposals shall be opened at the location specified in the RFP. Because RFPs are negotiable, they will not be opened in public, and proposal content and evaluation information will only be made available after an award recommendation has been made.

Each proposal must contain an original signature of a party authorized to act as an agent of the offeror. In general, an original signature contained anywhere in the proposal shall be sufficient to show intent to sign the proposal.

Proposal information, including the company name of the offeror and any other pertinent information will be recorded on abstract of proposals, which shall be signed by the opener.

#### C-7 EVALUATION OF PROPOSALS

The proposals are reviewed by the issuing department to make sure the entire minimum, mandatory, and administrative requirements for the RFP are met. Those proposals not meeting the minimum, mandatory, and administrative requirements may be determined to be non-responsive and given no further consideration.

Those proposals remaining after the initial review will then be forwarded to the evaluation panel for in-depth evaluation as set forth in the Request for Proposal. Evaluation of proposals will be made by the panel, who will note any exceptions and record each proposal's scores based on the established criteria. Scores shall be summarized and recorded when the evaluations have been completed.

#### C-8 DISCUSSIONS WITH OFFERORS AND REVISIONS TO PROPOSALS

Discussions may be conducted with offerors who have submitted proposals determined to be reasonably susceptible of being selected for award. Typically, the evaluation panel will conduct discussions and/or site visits with no more than the three highest ranked offerors for the purpose of clarification of proposals and to assure full understanding of the scope of work and the requirements of the Request for Proposals. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

The offerors selected for further discussions shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. The evaluation panel may re-evaluate the proposals and revise proposal scores after discussions with the offerors, after receiving revised proposals, or after receiving best and final offers.

#### C-9 CONTRACT NEGOTIATION

Once discussions with the offerors have been completed, the panel shall make a quantified evaluation of the proposals under consideration and shall rank the proposals accordingly. The evaluation panel shall then make a written award recommendation, which documents the reasons the top rated proposal has been selected. After the panel has made an award recommendation, the specific terms and conditions of the contract shall be negotiated with the offeror's representatives by the Department, subject to approval by the County Counsel's office.

Typically, the original RFP and the offeror's proposal will be made part of the contract. The county's general insurance requirement and the final proposal are always included as an integral part of the contract. If not clearly defined in the proposal, the contract must include a cost and payment schedule as well as a specific implementation schedule for completion of services. Depending upon the final negotiated total contract amount, the contract may require action by the Board of Supervisors.

#### C-10 INTENT TO AWARD

When negotiations have been completed, the Department shall notify in writing all offerors that submitted proposals of the award recommendation and the proposed award date.

Policy

Plumas County, California

ADDENDUM TO COUNTY OF PLUMAS PURCHASING POLICY

This addendum is hereby made part of the County of Plumas Purchasing policy dated August 16, 2005.

1. Section 1-6, Procedures for Purchasing Fixed Assets, is amended to read as follows:

Fixed assets must be approved by the Board of Supervisors and appropriated in the respective departmental budget prior to purchase. For purposes of this Policy, "fixed assets" are defined as those items of equipment and/or materials that cost \$1,500.00 or more and have a life of greater than one year.

Departments should, whenever possible, specifically budget for the purchase of fixed assets in their annual budget.

If funds for the purchase of fixed assets have been appropriated in the adopted budget, the CAO shall verify that the money was specifically allocated for the purchase of the item in question, and shall thereafter authorize the purchase of the fixed asset. In the alternative, the CAO may direct the Department to gain Board approval if the CAO, in his discretion, believes that further Board approval is warranted.

If a department wishes to purchase an alternate fixed asset in lieu of that previously authorized by the Board of Supervisors in the budget, a request shall be submitted to the CAO. Dependent upon the nature of the alternate, subsequent Board approval may be required.

2. Section 4-1, Purchase of Goods and Services Under \$500, is amended to read as follows:

Contracts and agreements are required for all services. However, a signed estimate may be used in lieu of a contract for one-time purchases under \$500.00 and should be attached to the claim when submitted.

For goods and supplies less than \$500, competitive quotations are not required, but prudent buying techniques normally suggest contacting at least two or more vendors for a comparison of competitive prices.

The delegation of authority to department heads to purchase goods or supplies less than \$500 is intended to facilitate the economical and orderly procurement of personal property by County departments. The privileges extended to departments under this procedure are not intended to be used to engage in widespread purchasing without adequate analysis and competition. Departments shall not circumvent the purchasing policies set forth in this Policy, including by the use of open-ended purchase agreements or by splitting purchases into a series of small purchases to fall within this delegation of authority.

## Exhibit A

### Existing 2005 Purchasing Policy Section 6-2:

#### 6-2 REVIEW BY COUNTY COUNSEL / INSURANCE

All professional services contracts must conform to an approved County Counsel contract prior to execution.

The County requires insurance coverage for all professional service contracts. The contracting department is responsible for acquiring and maintaining the contractor's certificates of insurance. Departments should make prospective contractors aware of the County's insurance requirements at the time quotes, bids, or proposals are solicited. Contractors should not be given notice to proceed until the appropriate insurance certificates have been received.

### Proposed Change to 2005 Purchasing Policy Section 6-2 (adds exception in blue text):

#### 6-2 REVIEW BY COUNTY COUNSEL / INSURANCE

All professional services contracts must conform to an approved County Counsel contract prior to execution.

The County requires insurance coverage for all professional service contracts. The contracting department is responsible for acquiring and maintaining the contractor's certificates of insurance. Departments should make prospective contractors aware of the County's insurance requirements at the time quotes, bids, or proposals are solicited. Contractors should not be given notice to proceed until the appropriate insurance certificates have been received.

#### Exception:

1. Services for less than \$1,000 do not require a traditional contract approved as to form by County Counsel. Department heads are to use their discretion to assess the potential risk/benefit and liability exposure to determine if a contract is necessary, assessing the following increased risk factors:
  - a. The service provided is performed on County facilities.
  - b. The work is likely to be performed by employees of the company providing the service, as opposed to the work being performed by owner/principal of the company.
  - c. The work is of a nature that, if done improperly, could result in injury to the public, County employees, and/or damage to County facilities.
  - d. The company providing the service does not regularly provide similar services to other customers.

Use of this exception rests solely with the department head. It is the department head's responsibility to use this exception judiciously.

An invoice signed and dated by the department head is sufficient documentation to allow the Auditor to pay a claim for services under this cost threshold.

2. Service contracts are not required for interdepartmental services.





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

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

**R. CRAIG SETTLEMIRE**  
COUNTY COUNSEL

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

October 12, 2011

**INTEROFFICE MEMORANDUM**

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

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

**SUBJECT:** Amendment No. 3 to Legal Services Agreement with Abbott and Kindermann, LLP.

**Background:**

The law firm of Abbott and Kindermann, LLP, has recently represented the County of Plumas as special legal counsel in two land use cases, namely:

1. High Sierra Rural Alliance v. County of Plumas, et al., Case No. GN CV08-00117 ("McMorrow")
2. High Sierra Rural Alliance v. County of Plumas, Case No. GN CV09-00174 ("Feather River Inn")

On March 15, 2011, the legal services agreement with Abbott and Kindermann, LLP, was extended to June 30, 2011 (Amendment No. 2). The work on both of the cases was nearly complete in March, however some of the work on the Feather River Inn case extended past June 30, 2011. Pursuant to a Joint Defense Agreement dated May 4, 2011, between the County and the Schomac Group, Inc., the Schomac Group, Inc. agreed to provide limited indemnification to the County against expenses or damages related to the Feather River Inn case, including fees and expenses incurred by the law firm of Abbott & Kindermann, LLP, in the action. Because the Schomac Group, Inc. has filed for Chapter 11 bankruptcy, the County is responsible for the outstanding balance of fees and expenses incurred with the firm of Abbott & Kindermann, LLP in the amount of \$18,600.24. But for the Schomac Group, Inc. bankruptcy, an amendment of the agreement with Abbott & Kindermann would not have been necessary, because the limits of Agreement No. 2 would not have been exceeded if the Schomac Group, Inc. had made timely payments.

Memorandum  
Board of Supervisors  
Re: Abbott & Kinderman, Amendment No. 3  
Date: October 12, 2011

Page 2 of 2

**Recommended Action:**

At this time it is respectfully recommended that the legal services agreement with Abbott and Kindermann, LLP, be extended through December 31, 2011, and that the total amount of compensation for the period January 1, 2011 through December 31, 2011, not exceed \$21,000 as is provided in the proposed "Amendment No. 3 to Legal Services Agreement Abbott and Kindermann, LLP" submitted herewith. It is further recommended that the Board of Supervisors ratify and approve payment of services provided by Abbott & Kindermann after July 1, 2011.

An appropriate claim for reimbursement of the County will be made in the Schomac Group, Inc. bankruptcy proceeding.

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# BOARD OF SUPERVISORS

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



October 18, 2011

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

Subject: Encroachment Permit Request

The following community events have Board approval for Encroachment Permits for parades or banners encroaching on any State Highway or County Road.

***GREENVILLE JR/SR HIGH SCHOOL  
HOMECOMING PARADE  
OCTOBER 21, 2011***

Thank you,

Lori Simpson, Chair  
Plumas County Board of Supervisors

# UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION

4B

PLUMAS-SIERRA COUNTIES  
208 FAIRGROUNDS ROAD  
QUINCY, CA 95971

PHONE (530) 283-6270  
FAX (530) 283-6088

## Recommendation

**To:** Honorable Board of Supervisors

**From:** Holly George, Farm Advisor

**Date:** 10/3/2011

**Re:** New Copy Machine Lease



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Attached is a contract from Wells Fargo for a new copy machine. The overall payments on this contract will total \$11,521.60. Steve Mansell, County Counsel has signed and approved to form for signature by the Board of Supervisors. Please return to our office upon signature and Scott Tanner will submit to Wells Fargo for the final signatures. Any questions feel free to call our office 283-6270 and speak with Holly George or Amy Rasband in her absence.

Thank You!

UNIVERSITY OF CALIFORNIA, U.S. DEPARTMENT OF AGRICULTURE AND PLUMAS-SIERRA COUNTIES COOPERATING



Cooperative Extension (Plumas-Sierra County) provides reasonable accommodations for all disabled individuals to participate in our workshops/programs. If you require accommodations, please call (530) 283-6270 at least 2 weeks in advance. Hearing impaired persons may also use the 711 Relay System to make a request.



Keith Mahan  
Agricultural Commissioner  
Sealer of Weights & Measures  
keithmahan@countyofplumas.com

## Plumas-Sierra Counties Department of Agriculture

**Agriculture Commissioner  
Sealer of Weights and Measures**



208 Fairgrounds Road  
Quincy, CA 95971  
Phone: (530) 283-6365  
Fax: (530) 283-4210

Date: October 3, 2011

To: Honorable Board of Supervisors

From: Keith Mahan, Agricultural Commissioner/  
Sealer of Weights & Measures

Subject: Supplemental Budget

I am requesting the Board to approve and authorize the Chair to sign the attached supplemental budget in the amount of \$14,000 for WMA contract #10-0675 between CDFA and the County of Plumas which was approved and signed on July 18, 2011.

The attached is a budget summary which outlines expenditures that will be incurred or have already been incurred during the current fiscal year.

Thank you





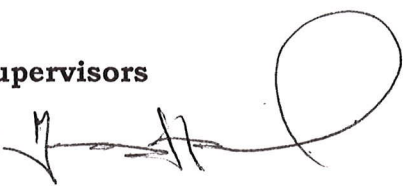
GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

401

## Memorandum

**DATE:** October 4, 2011  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Item for the meeting of October 18, 2011

### Recommended Action:

Approve, sign and authorize the Sheriff to sign the Agreement for Law Enforcement Services Between the City of Portola, the County of Plumas and the Plumas County Sheriff's Office.

### Background and Discussion:

The City of Portola does not maintain its own police department, therefore, the City contracts with the Plumas County Sheriff's Office to provide law enforcement services.

This agreement provides services such as enforcing City codes and ordinances that would not be enforced by the Sheriff's Office without it.

This current agreement is for the period of July 1, 2011-December 31, 2011 and the City has agreed to pay \$37,500 for services as per the agreement.

The agreement was only for the first six months of the fiscal year because of concerns about whether or not the State would be funding the Citizens Options for Public Safety allocation which the City relies on to pay for this agreement.

The Sheriff is currently beginning negotiations with the City of Portola for the period of January 1, 2012-June 30, 2012 as it is now apparent that the funding is in place for the entire fiscal year.

This agreement has been reviewed by County Counsel and has already been signed by the City of Portola.

**AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE CITY OF PORTOLA,  
THE COUNTY OF PLUMAS,  
AND THE PLUMAS COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Portola, a municipal corporation organized and existing under the laws of the State of California ("City"), the County of Plumas, a political subdivision of the State of California ("County"), and the Plumas County Sheriff's Office ("PCSO"). City, County, and PCSO may be referred to hereinafter individually as "Party" or collectively as the "Parties" as the context may require.

For and in consideration of the mutual promises herein exchanged the Parties do hereby agree as follows:

**1. TERM**

1.1 Effective Dates. This Agreement shall be effective for a period of six months from July 1, 2011 through December 31, 2011 unless terminated sooner as provided herein.

1.2 Renewal. At any time during the term of this Agreement the Parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any renewal of this Agreement to the effective date of such renewal. Any amendment shall be in writing and approved by City's City Council, County's Board of Supervisors, and the Plumas County Sheriff.

1.3 Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, any Party may terminate this Agreement upon notice in writing to the other Parties of not less than forty-five (45) days prior thereto. In the event that this Agreement is terminated for any reason, the obligations of the City and the County for mutual indemnification as set forth herein shall continue after any such termination.

1.4 Negotiations for Renewal or New Agreement. On a date to be mutually determined by and between the Parties hereto, but not more than forty-five (45) days prior to the termination date of this Agreement, the Parties shall meet and confer concerning the terms and conditions under which this Agreement might be extended or a successor agreement executed. This Section 1.4 shall be applicable without regard to the means of termination of the Agreement, whether expiration pursuant to Section 1.1 or termination pursuant to Section 1.3.

**2. SCOPE OF SERVICE**

2.1 Duties of County. The County agrees to provide, through the Sheriff thereof and PCSO, which agrees to furnish, municipal police protection within the corporate limits of the City of Portola to the extent and in the manner hereinafter set forth. The services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by a city police department under statutes of the State of California. Such services shall

include the following:

2.1.1 Enforcement of State statutes and City codes and ordinances;

2.1.2 Traffic enforcement;

2.1.3 Traffic accident investigation for accidents occurring within City limits and not falling under the jurisdiction of the California Highway Patrol;

2.1.4 Parking enforcement and related services;

2.1.5 Work with the City's Community Service Officers ("CSO's") to provide effective and efficient law enforcement services within the City;

2.1.6 Continue to provide for the City, through its Community Service Officer, full access to the information provided by the California Law Enforcement Telecommunications System ("CLETS") to enable the City to lawfully administer and enforce its vehicle abatement regulations and other code enforcement and parking enforcement duties described in the CSO's job description.

2.1.7 In the event the PCSO experiences a shortage of manpower and can't full staff itself, PCSO shall use its best efforts to continue to provide law enforcement services to the City pursuant to this Agreement and not reduce services to the City any more than it reduces services in all of the unincorporated areas of the County; and

2.1.8 All other police and law enforcement services as the Sheriff deems necessary to maintain law and order in the City.

2.2 Duties of City. During the term of this Agreement, the Sheriff shall function as the ex officio Chief of Police for the City, unless the Sheriff, with City's consent, delegates this function and designation to a subordinate officer of PCSO. The Chief shall confer with the City Manager on all questions related to the performance of the law enforcement services to the City, except as otherwise provided herein. All direction from City to the Chief shall come through the City Manager.

### **3. REPORTS AND MEETINGS**

3.1 Reports. On a weekly basis, PCSO shall provide the City Manager with a written or oral review of law enforcement activities in City. Such reviews will address: (i) services performed; (ii) crime statistics; (iii) any major incidents occurring within City within the reporting period; (iv) trends in criminal activities; and (v) any other information considered pertinent by PCSO. This reporting requirement can be fulfilled by participation in the City's weekly staff meetings or meeting personally with the City Manager at the convenience of the Sergeant assigned to the Eastern Plumas County Portola Substation. PCSO will also provide an annual report in January of each year, plus supplemental reports at any time that the City Manager or City Council requests additional information regarding major incidents or other



significant law enforcement issues affecting City.

3.2 Prompt Notification of Serious Felonies. In the event that any serious felonies are committed within City limits, the Deputy or other PCSO personnel shall so inform the City Manager as soon as is practicable. Serious felonies triggering this reporting requirement shall include, but not be limited to, homicide, manslaughter, armed robbery, arson, kidnapping, and sexual assault.

3.3 Meetings. PCSO administration personnel will meet with the City Manager when deemed necessary by any Party. Routine questions and concerns will be addressed by City to the sergeant stationed at the Portola substation. PCSO personnel will attend meetings of City's City Council as requested, and weekly City Management meetings, if the personnel are available to do so.

3.4 Grants. The Plumas County Sheriff Department and the City of Portola will work together and collaborate on potential grant opportunities that will enhance law enforcement services inside the City of Portola.

#### **4. SCHEDULING OF ASSIGNED DEPUTY**

4.1 Hiring and Supervision. The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, maintaining discipline, determining training required (except that City may request training pursuant to Section 4.4), maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder.

4.2 Investigations and Complaints. Internal Affairs investigations and citizen complaints concerning the Deputy and/or the performance of services under this Agreement shall be handled and investigated by PCSO. As a Contractor for Law Enforcement Services PCSO shall provide to the City Manager a report and disposition of complaints made concerning any Deputy(s) performing law enforcement activities inside the City limits of Portola. This report shall not be required to contain any information that violates any provisions of the California Police Officer's Bill of Rights. However, because of the contractual relationship the reporting of complaints involving City related law enforcement activities or the personnel involved shall be handled in the same confidential manner between agencies as personnel complaints for each agency are handled and shall not be considered public information.

#### **5. EMPLOYMENT STATUS OF ASSIGNED DEPUTY(S)**

5.1 Personnel Remain County Employees. All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees and shall, at all times, be under the direction and control of County. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees, and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to City employees.

5.2 Limited Agency Relationship. For the purpose of performing services under this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County employee engaged in the performance of any service hereunder shall be deemed to be an agent of City while performing services for City, which services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship created by this provision, City shall not be liable for any act or omission of any County employee unless otherwise specifically provided elsewhere in this Agreement.

5.3 Responsibility for Direct Payment of Compensation. City shall not be liable for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

## **6. COMPENSATION FOR SERVICES RENDERED**

6.1 Base Payment. City shall pay the County and PCSO the sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500) for the services rendered pursuant to this Agreement. This amount shall be paid by City to County and PCSO in two equal payments on July 15, 2011 and October 15, 2011.

### **6.2 Credits.**

6.2.1 Collection of Fees and Charges. All fees collected by PCSO related to the provision of law enforcement services provided under this Agreement shall be credited to City on a pro rata basis and accounted for on a monthly basis.

6.2.2 Fines and Forfeitures of Bail. Fines and forfeitures of bail under Penal Code Section 1463 et seq. resulting from services performed under this Agreement shall be distributed as though the persons performing services under this Agreement were employees of City.

6.2.3 Other Credits. From time to time County may receive revenue related to contract law enforcement operations all of which should be credited against City costs on a pro rata basis or actual basis where applicable. Examples of such credits may include: training reimbursements and grants. Any reimbursement received by County from any non-County funding source for services charged to City under this Agreement will be credited to City, less any County administrative costs directly associated with obtaining or handling the reimbursement.

6.2.4 City Exempt from Fees. The City shall be exempt from and shall not be obligated to pay any fees for alarm permits, alarm activation or response to alarms by the Sheriff's Department for any building or facility owned by the City.

6.3 Substation Lease. As additional consideration for the services provided under this Agreement, City shall lease the building located at 324 South Gulling Street in City to PCSO for use as a substation, pursuant to the terms and conditions of the Lease executed concurrently with this Agreement.

## **7. INDEMNIFICATION**

7.1 Indemnification by City. City shall indemnify and hold harmless County, its officers, agents, employees, and independent contractors, from any claim or liability whatsoever, based or asserted upon any act or omission of City, its officers, agents, employees, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on County by the provisions of Government Code Section 895.2, and City shall defend at its expense, including attorneys' fees, County, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

7.2 Indemnification by County. County shall indemnify and hold harmless City, its officers, agents, employees, and independent contractors, from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on City by the provisions of Government Code Section 895.2, and County shall defend at its expense, including attorneys' fees, City, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

## **8. SUBROGATION**

8.1 Reciprocal Subrogation. To the extent that County incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by City, County shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to City. To the extent that City incurs any loss for which it is compensated in whole, or for more than fifty percent of its loss by County, City shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to County.

8.2 Prosecution of Assigned Claims. To the extent that County or City has assigned its rights and interest in any claim to another Party, the Party receiving the assignment shall timely prosecute any such action in good faith and with reasonable diligence. If any recovery is obtained the Parties shall equitably share in any such recovery to the extent of their interests.

## **9. RIGHT TO AUDIT RECORDS**

Upon reasonable notice, any Party shall have the right to inspect and audit any records maintained by any other Party relevant to this Agreement, to the extent allowed by law.

## **10. ADMINISTRATION OF COPS AND CLEEP GRANT FUNDS AND/OR ANY OTHER LAW ENFORCEMENT GRANTS**

City may use California Law Enforcement Equipment Program ("CLEEP"), Citizen's Option for Public Safety ("COPS") grant funds provided by the State of California, and/or any other State or federal funds which are or may become available, to pay for services provided pursuant to this Agreement. If these funds are to be used, City will develop a written plan to ensure that the use of the funds is consistent with the legislative purpose of the grant programs. Pursuant to section 30061(c)(2) of the California Government Code, PCSO will make written requests to City for funds for law enforcement services in a manner consistent with City's intention to use COPS funds to pay for a portion of the services provided pursuant to this Agreement, and will take all other steps necessary to facilitate the transfer of COPS funds from County's Supplemental Law Enforcement Services Fund to City. PCSO will neither oppose City's use of CLEEP, COPS, and/or any other grant funds for this purpose, nor seek to exert any control or influence over the expenditure of these funds by City, although this Section 10 shall not be deemed to impose any restrictions on PCSO's use of any funds paid it by City. PCSO further agrees that City is and shall be deemed to be the "recipient agency" and/or "recipient entity", as those terms are defined and used in section 30062 of the California Government Code. In the event that City is unable to use its entire allocation of CLEEP funds, City shall offer the unspent funds to PCSO for use in a manner consistent with the legislative purpose of the CLEEP grant program. The amount of any funds so accepted and used by PCSO shall be credited against City's financial obligations under this Agreement.

## **11. SPECIAL EVENT SERVICES**

At the request of City, or at the request of community organizations or private individuals with written concurrence of the City Manager, PCSO may agree to provide extra law enforcement/security services for special events and functions occurring within the City. If PCSO provides such extra services, it shall do so in the same basis that it provides similar services in the unincorporated areas of the County.

## **12. INTERNAL POLICIES**

If requested by PCSO or the City Manager, an internal policy memorandum may be entered into by and between PCSO and the City Manager with respect to questions relating to the provision of service under this Agreement. The policy will set forth the question raised and agreements reached in resolution of the question. The intent and purpose of each such policy shall be to implement, interpret, or clarify administratively one or more provisions of this Agreement. No such policy shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the City Council and the County Board of Supervisors. In the event of any inconsistency between the terms of such policy and the terms of this Agreement, the terms of this Agreement shall prevail.

## **13. AMENDMENTS**

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in

the form of a written amendment to this Agreement which is formally approved and executed by all Parties.

#### **14. NOTICES**

Any notices required or desired to be served by any Party upon any other Party shall be addressed to the respective Parties as set forth below, or to such other addresses as from time to time may be designated by the respective Parties:

**County**

Chief Administrative Officer,  
County of Plumas  
520 Main Street, Room 309  
Quincy, CA 95971

**City**

Leslie Tigan, City Manager  
P.O. Box 1225  
Portola, CA 96122

**PCSO**

Greg Hagwood, Sheriff  
P.O. Box 1106  
Quincy, CA 95971

An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors  
County of Plumas  
520 Main Street, Room 309  
Quincy, CA 95971

#### **15. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

#### **16. ENTIRE AGREEMENT**

This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

#### **17. NO OBLIGATIONS TO THIRD PARTIES**

Nothing in this Agreement, or any of the addenda hereto, is intended to nor shall it create any right in any person, firm, corporation or entity, other than in the Parties hereto, including but not limited to the employees of the Parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of City, County, and/or PCSO with regard to any third parties.

## **18. CONSTRUCTION OF AGREEMENT**

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

## **19. ADDITIONAL DOCUMENTS AND AGREEMENTS**

The Parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

## **20. ASSIGNMENT/DELEGATION**

No Party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented.

## **21. DISPUTE RESOLUTION**

### **21.1 Informal Resolution.**

Should any dispute arise between City and County or City and PCSO concerning the terms of this Agreement, City and County or City and PCSO, as may be the case, shall meet and attempt to amicably resolve the dispute ("Informal Resolution"). Such meeting shall be held no later than ten (10) days after one Party receives written notice from another stating the existence of the dispute, describing the nature of the same, and presenting a proposed resolution to the dispute. This Agreement shall remain in effect during the pendency of the resolution of any dispute, unless it expires or is terminated pursuant to Section 1.3. If attempts at Informal Resolution are unsuccessful, a dispute shall be handled through arbitration, as provided in Section 21.2.

### **21.2 Arbitration.**

The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction shall be decided by neutral, binding arbitration and not by court action. The arbitration shall be conducted by a retired judge or justice, unless the Parties mutually agree to a different arbitrator, who shall render a decision in accordance with substantive California law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. The cost of the arbitration shall be borne equally by the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and year first below written.

**CITY OF PORTOLA**

By: [Signature]

Title: City Manager

Date: 9-29-11

By: Daniel J. Wilson

Title: Mayor, City of Portola

Date: 9/28/11

ATTEST:

By: [Signature]

Title: City Clerk

Approved as to Form:

By: [Signature]

Title: City Attorney

**COUNTY OF PLUMAS/PLUMAS  
COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_

Title: Sheriff

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

By: \_\_\_\_\_

Title: Chair of the Board of Supervisors

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

ATTEST:

By: \_\_\_\_\_

Title: Clerk of the Board

Approved as to Form:

By: Stephen P. Manuel

Title: County Counsel, Deputy



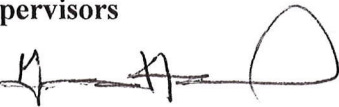
GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

402

## Memorandum

**DATE:** October 5, 2011  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Item for the meeting of October 18, 2011

### It is recommended that the Board:

Adopt a resolution for the Plumas County Anti-Drug Enforcement Operation authorizing the Sheriff to submit the grant application to CalEMA and to sign the Grant Award Agreement. Approve and sign the grant award certification.

### Background and Discussion:

The California Emergency Management Agency (CalEMA) administers the Anti Drug Abuse Enforcement Program and oversees the project. The Plumas County Anti -Drug Enforcement Operation is a task force consisting of the Sheriff's Office, the D.A., and the Probation Dept.

The FY 11/12 grant award is \$109,511 and the project steering committee, which consists of the Sheriff, D.A., and Chief Probation Officer, has agreed on the following division of the allocated funding:

Sheriff	\$62,421
Probation	\$36,490
D.A.	\$10,600

CalEMA requires the Board to adopt a resolution authorizing the Sheriff (ADA Project Director) to sign and approve the Grant Award Agreement including any extensions or amendments on behalf of the Plumas County Board of Supervisors, that grant funding will not be used for supplanting expenditures controlled by the Board and that the award is not subject to local budget or hiring freezes.

A Certification of Assurance of Compliance is required to be signed by the Sheriff and the Board as part of the grant application package.

A copy of the complete application is on file with the Clerk of the Board.



# ***PLUMAS COUNTY BOARD OF SUPERVISORS***

## ***RESOLUTION # \_\_\_\_\_***

**WHEREAS** the County of Plumas, Office of the Sheriff, desires to undertake a certain project designated Plumas County Anti-Drug Enforcement Operation to be funded in part from funds made available through the Anti-Drug Abuse Enforcement Program administered by the California Emergency Management Agency (hereafter referred to as CalEMA).

**NOW, THEREFORE, BE IT RESOLVED** that the Sheriff of the County of Plumas is authorized, on its behalf to submit an application to CalEMA for FY 11/12 Anti-Drug Abuse Enforcement Program funding and is authorized to sign and approve on behalf of the Plumas County Board of Supervisors the Grant Award Agreement including any extensions or amendments thereof.

**IT IS AGREED** that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and CalEMA disclaim responsibility for any such liability.

**BE IT FURTHER RESOLVED** that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**IT IS ALSO AGREED** that this award is not subject to local budget or hiring freezes.

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 \_\_\_\_\_ by the following:

Vote:

Ayes:

Noes:

Absent:

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

Typed Name and Title:     Lori Simpson, Chair \_\_\_\_\_

**ATTEST:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title:     Nancy L. DaForno, Clerk of the Board \_\_\_\_\_

4E

**Plumas County  
Child Abuse Prevention Council**

**Janine  
Coordinator**

**P.O. Box 382  
Quincy, CA 95971**

**(530) 283-5333  
[janine@plumaschildren.org](mailto:janine@plumaschildren.org)**

**DATE:       October 6, 2011**

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

**FROM:       Janine, Coordinator**

**SUBJECT:   Signing Contracts for CAPIT and Consultant Services**

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**RECOMMENDATION/ACTION:** I am requesting that the Board approve signing these three contracts. Two are for CAPIT funding, with one between Plumas County and Plumas Rural Services and one between Plumas County and Plumas Crisis Intervention and Resource Center. The other contract is between Plumas County and Janine, the Child Abuse Prevention Coordinator.

**BACKGROUND:** The Child Abuse Prevention, Intervention, and Treatment (CAPIT) funding has been allocated to Plumas County. An RFP process was used to choose the programs and agencies that will receive the funding, which comes through the Plumas County Department of Social Services. Elliott Smart has approved the recommendation and allocation of funding for the CAPIT grants.

Plumas County is renewing the existing services agreement with Janine, Coordinator of the Child Abuse Prevention Council. There has been no increase in compensation for this position.

All contracts have been approved as to form.

Thank you.



Joe Wilson  
Director

## DEPARTMENT OF FACILITY SERVICES

198 ANDY'S WAY., QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103



DATE: October 7<sup>th</sup>, 2011

TO: Honorable Board of Supervisors

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

Subject: Approve Consultant Services Agreement with Brandley Engineering for services at the Gansner Airport

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### **Recommendation**

Approve Contract and authorize the Chair of the Board to execute a consultant services agreement with Brandley Engineering.

### **Background**

Plumas County is programmed to receive \$108,000.00 from Caltrans Division of Aeronautics for Obstruction Removal at the Gansner Airport. This contract is for engineering services not to exceed \$18,150.00 to accomplish this work. The Contract has been approved to form by Counsel.



Joe Wilson  
Director

## DEPARTMENT OF FACILITY SERVICES

198 ANDY'S WAY., QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103



Date: October 3, 2011

To: Honorable Board of Supervisors

From: Joe Wilson, Director of Airports

Subject: **Authorize and execute Airport Hangar Land Lease with Woodford Yerxa and Bud Harmon**

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### Recommendation

Authorize and execute Airport Hangar Land Lease with Woodford Yerxa and Bud Harmon. Authorize the Chair to sign.

### Background

Periodically, an existing Airport tenant will request a modification of their lease due to a change in legal status or business form. The above referenced lease has been approved as to form by Counsel's office and is on file with the Clerk of the Board.



Joe Wilson  
Director

## DEPARTMENT OF FACILITY SERVICES

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



DATE: October 7<sup>th</sup>, 2011  
TO: Honorable Board of Supervisors  
FROM: Joe Wilson, Director of Facility Services/ Airports *Joe*  
Subject: Accept Donation of Plants for the Almanor Rec Center

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### **Recommendation**

Approve Acceptance of donation from Lassen View Landscaping and authorize the Auditor to prepare a letter for tax deduction purposes.

### **Background**

Lassen View Landscaping has graciously offered a donation of plants and trees for use at the Almanor Recreation Center. An inventory list is attached. All of the plants will be placed by facility staff in the next few weeks.

Lassen View Landscaping is donating these plants with the understanding that they will be utilized at the Recreation Center. There are no other conditions attached.

**Lassen View Landscape & Nursery**  
**PO Box 1162**  
**Chester, CA 96020**

The plant list is as follows:

**Trees**

1	10 gallon Big Cis Plum	79.95
2	15 gallon Krauter Vesuvius Plum	239.90
2	15 gallon Quaking Aspen	239.90
1	15 gallon Thundercloud Plum	102.95
1	15 Gallon Royal Red Maple	119.95
2	15 gallon Crimson Sentry Maple	259.90
1	15 gallon Deodora Cedar	145.00
1	15 gallon Canada Red Chokecherry	125.95

**Shrubs**

4	3 gallon Golden Tuffet Arborvitae	239.80
4	2 gallon Prunus Besseyi	55.80
2	5 gallon Oregon Grape	59.90
4	2 gallon Lime Glow Barberry	91.80
2	1 gallon Golden Barberry	39.90
3	1 gallon true dwarf Norway Spruce	35.85
1	1 gallon dwarf Balsam Fir	14.95
1	2 gallon shrub Honeysuckle	19.95
3	5 gallon Potentilla	52.85
1	2 gallon Crispa Spirea	12.95
8	3 gallon Boxwood	175.60
2	5 gallon Tinctoria Broom	39.90
1	3 gallon Little Giant Arborvitae	19.95
1	3 gallon Curly Tops Cypress	25.95
2	5 gallon Forsythia	39.90
3	1 gallon Forsythia	29.85
1	5 gallon Deciduous Azalea	19.95
1	3 gallon Picea Abies Thumbelina	29.95
1	3 gallon Dwarf Sitka Spruce	36.95

**Perennials**

5	1 gallon Heuchera	49.75
1	1 gallon Astilbe	9.95
1	1 gallon Anemone	9.95
2	1 gallon Sweet Flag Grass	13.98
1	1 gallon northern lights grass	6.99
1	1 gallon Vinca Minor	6.99
2	1 gallon Iris	13.98
1	1 gallon Daylilly	6.99

1	1 gallon Bellflower	6.99
3	1 gallon Geranium	20.97
1	1 gallon Liriope	6.99
1	1 gallon pink Catmint	6.99
1	1 gallon Heather	6.99
2	1 gallon Phlox	13.98
13	3 inch English Ivy	32.37
17	3 inch Candy Tuft	42.33
12	3 inch Ornamental Strawberry	29.88
Total		2641.32



Joe Wilson  
Director

## DEPARTMENT OF FACILITY SERVICES

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



DATE: October 7<sup>th</sup>, 2011

TO: Honorable Board of Supervisors

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

Subject: Waive Rental fees for the Indian Valley Chamber of Commerce's use of the Greenville Town Hall for Meetings regarding planning of the 150<sup>th</sup> Anniversary celebration of Greenville

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### Recommendation

Waive Rental fees for the Indian Valley Chamber of Commerce's use of the Greenville Town Hall for Meetings regarding planning of the 150<sup>th</sup> Anniversary celebration of Greenville. It is recommended that the waiver expire after the celebration.

### Background

The Indian Valley Chamber of Commerce has requested a rental fee waiver of the town hall rental for planning meetings related to the 150th Greenville Celebration.

Their monthly meetings are limited in time, and the loss in rental revenue is negligible. They qualify as a community group under the terms of the rental policy and are eligible for a waiver if the Board so desires.



# DEPARTMENT OF PUBLIC WORKS

1834 EAST MAIN, QUINCY CA 95971 PHONE (530) 283-6268 FAX (530) 283-6323



## AGENDA REQUEST

October 12, 2011

From: Robert Perreault, Director of Public Works  
To: Honorable Board of Supervisors  
Subject: Agenda Request for the October 18, 2011 Meeting of the Plumas County Board of Supervisors

ROBERT A. PERREAULT Jr.  
DIRECTOR

MARTIN BYRNE  
ASST. DIRECTOR

JOE BLACKWELL  
DEPUTY DIRECTOR

**Countywide Solid Waste Program issue: Report on the Solid Waste Rate Decrease Response, submitted by Feather River Disposal, Inc., continued from the July 5, 2011 BOS Meeting, including possible direction to staff in regard to a Pilot Program for Curbside Recycling; discussion, possible action and/or direction to staff**

### BACKGROUND

At the June 21<sup>st</sup> meeting of the Board of Supervisors, Mr. Greg Martinelli of FRD made a presentation to the Board of Supervisors that proposed a possible (pilot) program of enhancing the County's recycling program in the FRD franchise areas (not including the La Porte area) to implement bi-weekly curbside, commingled recyclables pick-up. Five (5) scenarios were presented. Mr. Martinelli offered that a negotiated amount of the rate of return for CY 2010 could be dedicated to first year costs of the program in return for leaving the existing rate structure unchanged. Discussions by the Board of Supervisors were conducted.

The Board continued consideration of the matter to its July 5, 2011 meeting. Following additional discussions with the Board of Supervisors on July 5<sup>th</sup>, additional discussions have been conducted between Public Works staff and Feather River Disposal staff.

The framework of a curbside recycling pilot program is now ready for consideration by the Board of Supervisors. Under separate cover, a draft copy of a report, titled: "(DRAFT) PILOT PROGRAM, CURBSIDE RECYCLING (NON-CRV) PROGRAM IN ONLY THE FEATHER RIVER DISPOSAL FRANCHISE AREA (NOT INCLUDING LA PORTE)", will be distributed prior to October 18, 2011.

### RECOMMENDATION

Following discussions at the October 18<sup>th</sup> Board meeting, if the Board of Supervisors desires to proceed forward with the curbside recycling pilot program, Public Works staff respectfully requests that the Board of Supervisors direct Public Works staff to coordinate with Feather River Disposal staff and draft a proposed Memorandum of Understanding (MOU) on implementation of the pilot program. Thereafter, the draft MOU is to be submitted to County Counsel for approval as to form.

# DEPARTMENT OF PUBLIC WORKS

1834 EAST MAIN, QUINCY CA 95971 PHONE (530) 283-6268 FAX (530) 283-6323



## AGENDA REQUEST

ROBERT A. PERREAULT Jr.  
DIRECTOR

MARTIN BYRNE  
ASST. DIRECTOR

JOE BLACKWELL  
DEPUTY DIRECTOR

October 11, 2011

To: Honorable Board of Supervisors

From: Robert Perreault, County Engineer and Grizzly Ranch CSD Manager

Subject: Agenda Request for the October 18, 2011 meeting of the Board of Supervisors

### Release of Security Amounts for the Grizzly Ranch Subdivision

#### Background:

Previously, the Board of Supervisors entered into Subdivision Agreements with Grizzly Creek Development LLC, a Delaware Company, to secure satisfactory completion of Grizzly Ranch Subdivision, Units # 3, # 4 and # 5 improvements. Improvements required were roadways, domestic and emergency water systems and a sewer system, all including appurtenances, within the limits of the Grizzly Ranch Subdivision, Units # 3, # 4 and # 5.

During construction of the improvements, certain securities have been reduced by the County Engineer in accordance with County Code.

The listing of existing securities, as of September 29, 2011, is as follows:

#### Unit 1

Arch Insurance Co., Bond #SU5003874, in the amount = \$1,608,020.00.

#### Unit 2

Arch Insurance Co., Bond #SU5005772, in the amount of \$464,625.00.

#### Unit 3

Arch Insurance Co., Bond #SU5007280, in the amount of \$29,664.00.

#### Unit 4

Fidelity and Deposit Company of Maryland, Bond #8773703, in the amount of \$53,493.00

#### Unit 5

Fidelity and Deposit Company of Maryland, Bond #8881924, in the amount of \$132,331.00

Previous actions to date:

Unit # 1: Subdivision Agreement with bond approved by BOS on December 2, 2003. Agreement covered Unit 1 Improvement Plans by Wood Rogers, signed by County Engineer on April 15, 2004, Water Plan and Potable Water Infrastructure by PACE, Water Reclamation Facility by PERC. Bond amount = \$6,432,080.00, Remaining = \$1,608,020.00, 5% one year warranty = \$321,604.00. Final map recorded on December 3, 2003.

Unit # 2: Subdivision Agreement with bond approved by BOS on April 20, 2004. Agreement covered Unit 2 Improvement Plans by Wood Rogers, signed by County Engineer on April 20, 2004. Bond amount = \$885,000.00, Remaining = \$464,625.00, 5% one year warranty = \$44,218.00. Final map recorded on April 21, 2004.

Unit # 3: Subdivision Agreement with bond approved by BOS on June 15, 2004. Agreement covered Unit 3 Improvement Plans by Wood Rogers, signed by County Engineer on June 14, 2004. Bond amount = \$593,276.00, Remaining = \$29,664.00, 5% one year warranty = \$29,664.00. Final map recorded on June 21, 2004.

Unit # 4: Subdivision Agreement with bond approved by BOS on September 14, 2004. Agreement covered Unit 4 Improvement Plans by Wood Rogers. Bond amount = \$1,069,861.49, Remaining = \$53,493.00, 5% one year warranty = \$53,493.00. Final map recorded on September 15, 2004.

Unit # 5: Subdivision Agreement with bond approved by BOS on March 14, 2006. Agreement covered Unit 5 Improvement Plans by Wood Rogers. Bond amount = \$1,727,720.00, Remaining = \$86,386.0000, 5% one year warranty = \$86,386.00. Final map recorded on March 15, 2006.

Construction improvements have been performed that it is no longer necessary to maintain multiple, separate security documents. In regard to Unit 1, the existing bond amount is \$1,608,020.00 and the County Engineer is ready to reduce the amount to the 5% warranty amount, i.e., \$321,604.00. In regard to Unit 2, the existing bond amount is \$464,625.00 and the County Engineer is ready to reduce the warranty amount to the 5% one year warranty amount, i.e., \$44,218.00.

\$464,625.00 plus \$44,218.00 equals \$508,843.00

Throughout the entire subdivision, i.e., 5 units, the construction improvements are significantly completed, but there are punchlist items that remain identified. However, there is no need to continue to require 5 individual bonds, inasmuch as \$508,843 will be sufficient to cover the remaining 5% warranty amounts and the identified punchlist items.

**Recommendations:**

The Engineering Department respectfully recommends that the Board of Supervisors adopt the following motion:

That the 5% warranty amounts for Units 1 and 2 (\$508,843) be accepted, at the same time, as guarantee amounts for any punchlist items within the entire subdivision, i.e., Units 1-5, inclusive, all to be revised by County Counsel and so approved as to form. Upon such approval, this action will result in the complete release of the existing bonds for Units 3, 4 and 5.