



## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF OCTOBER 21, 2014 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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

### PUBLIC COMMENT OPPORTUNITY

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

### DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

## ACTION AGENDA

### SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Grizzly Ranch Community Services District; Beckwourth County Service Area; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District; County Service Area #12.

### Convene as the Flood Control & Water Conservation District Governing Board

1. FLOOD CONTROL & WATER CONSERVATION DISTRICT – Robert Perreault  
Report on the status of the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff

### Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Board of Supervisors

## 2. DEPARTMENTAL MATTERS

- A) MANAGEMENT COUNCIL – Dony Sawchuk  
Executive Report for October 2014
- B) HUMAN RESOURCES – Gayla Trumbo
  - 1) Adopt **RESOLUTION** to Correct the 2014-2015 Plumas County Position Allocation within Various Departments Under the Public Health Agency. **Roll call vote**
  - 2) Adopt **RESOLUTION** to Amend the Plumas County Position Allocation for Budget Year 2014-2015 within 20521 Public Works Department (1.0 FTE Public Works Fiscal Officer/Administrative Service Manager or Department Fiscal Officer II). **Roll call vote**
- C) PUBLIC WORKS – Robert Perreault  
Solid Waste: Continued from October 14, 2014, approve and authorize the Chair to sign Memorandum of Understanding between Plumas County and Waste Management regarding Green Waste Disposal in the American Valley area, subject to approval by County Counsel

### **3. BOARD OF SUPERVISORS**

- A. Correspondence
- B. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
- C. FY 2014-2015 Budget Review for the following Non-General Fund Departments:
  - Social Services
  - Public Health/Sr. Nutrition
  - Alcohol & Other Drugs

### **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) PROBATION**

Approve and authorize the Chief Probation Officer to sign contract between Plumas County and Butte County for use of Juvenile Hall Facility. Approved as to form by County Counsel

#### **B) INFORMATION TECHNOLOGY**

Authorize payment of software support fees without a contract for McAfee Antivirus software (\$5,985); AutoDesk drafting software (\$1,552.42); and ArcGIS software (\$6,781.25) as approved in the FY 2014-2015 budget

#### **C) PUBLIC HEALTH AGENCY**

Approve application by the County of Plumas to Covered California for Certified Enrollment Entity status and authorize the Public Health Director to sign an application and agreement. Approved as to form by County Counsel

#### **D) FACILITY SERVICES & AIRPORTS**

Approve and authorize the Chair to sign Agreement between County of Plumas and California Generator Service. Approved as to form by County Counsel

#### **E) SHERIFF**

Approve and authorize the Chair to sign Contract between County of Plumas and DeMartile Automotive, Inc. of \$40,000 for service and repair of vehicles. Approved as to form by County Counsel

#### **F) EMERGENCY SERVICES**

Approve Continuation of Local Emergency Due to Drought

### **5. CLOSED SESSION**

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

##### **Convene as the Plumas County Board of Equalization**

- A. Conference with Legal Counsel: Deliberation regarding Application for Reduction in Assessment filed by Dwight E. Ceresola on August 05, 2013, Parcel No. 025-030-042-000

##### **Adjourn as the Plumas County Board of Equalization and reconvene as the Board of Supervisors**

- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Claim No. TIBO-549782 and Claim No. TIBP-550176)

- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, November 04, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

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Dony Sawchuk  
Director

Board Date: October 21, 2014

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: Executive Report, October 21, 2014 - Plumas County Management Council

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### Background

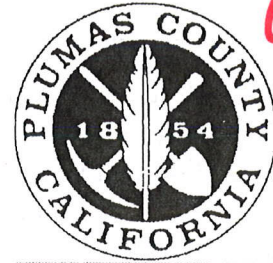
PCMC wishes to present to the Board of Supervisors a monthly report regarding the activities of the PCMC. Material to report may include items such as departmental matters, policy development and recommendations thereof, objective analysis of county related issues and efforts of successful coordination between county departments.

# DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: [gaylatrumbo@countyofplumas.com](mailto:gaylatrumbo@countyofplumas.com)



Gayla S. Trumbo  
Human Resources  
Director

DATE: October 10, 2014

TO: The Honorable Board of Supervisors

FROM: Gayla Trumbo, Human Resources Director

*Gayla Trumbo*

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
OCTOBER 21, 2014.

RE: (a) APPROVE RESOLUTION TO CORRECT THE 2014-2015  
POSITION ALLOCATIONS FOR THE PUBLIC HEALTH  
DEPARTMENTS.

(b) APPROVE AMENDMENTS TO THE 2014-2015 POSITION  
ALLOCATION FOR PUBLIC WORKS.

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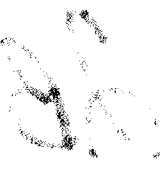
## IT IS RECOMMENDED THAT THE BOARD:

- a) Approve Resolution to correct the 2014-2015 Position Allocations of the Public Health Departments 70559, 70560, 70561, 70562, 70566, 20830 and 20480.
- b) Approve Resolution to amend the 2014-2015 Position Allocations of Public Works to reflect 1.0 FTE Public Works Fiscal Officer/Administrative Service Manager or Department Fiscal Officer II.

## BACKGROUND AND DISCUSSIONS:

When this Board approved the 2014-2015 budget on September 30, 2014, you also approved the 2014-2015 Position Allocations to each department. This allocation is followed throughout the fiscal year unless the Board approves a resolution to amend this allocation.

Each fiscal year due to the Health Department's various funding sources amendments are made to their position allocation so that the Department is able to cost staffs time out appropriately. This year the changes were included within the budget for the various departments under the Health Department. Unfortunately, these changes were not reflected in the Position Allocation for 2014-2015. In making these corrections to the Position Allocation there is a slight decrease in the overall full time equivalent positions by .06 FTE.



The Public Works Director received approval on October 7, 2014, to recruit and refill the position of Public Works Fiscal Officer/Administrative Service Manager. As the Board is aware this position will becoming vacant due to the retirement of the incumbent in June of 2015.

Human Resources received a request from Public Works Director Mr. Robert Peaurrealt, to begin the open recruitment for a Public Works Fiscal Officer/Administrative Service Manager or Department Fiscal Officer II. Unfortunately the allocation for the Public Works Department only allows 1.0 FTE allocated to the Fiscal Officer/Administrative Service Manager. Therefore, without amending the Position Allocation to reflect a flexibly staffed position Public Works will be limited to only hiring at the higher level position.

At this time the Public Works Director is requesting to amend his 1.0 FTE allocation to be a flexibly allocate position of 1.0 FTE Public Works Fiscal Officer/Administrative Service Manager or Department Fiscal Officer II.

I recommend that the Board approve the resolution to correcting the 2014-2015 Position Allocation to the various departments under the Health Department. I also recommend the approval of the resolution to amend the Position Allocation to reflect the 1.0 FTE as a flexibly allocated position of 1.0 FTE Public Works Fiscal Officer/Administrative Service Manager or Department Fiscal Officer II.

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

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

**RESOLUTION TO CORRECT THE 2014-2015 PLUMAS COUNTY  
POSITION ALLOCATION WITHIN VARIOUS DEPARTMENTS UNDER  
THE PUBLIC HEALTH DEPARTMENT.**

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

**WHEREAS**, there were changes made to the budget for 2014-2015 that were not reflected within the 2014-2015 Position Allocation for various departments under Public Health; and

**WHEREAS**, these corrections were brought to the attention of the Human Resources Director who is now requesting approval of this resolution to correct the 2014-2015 Position Allocation to match what is budgeted in the departments of 70559, 70560, 70561, 70562, 70566, 20480 and 20830; and

**NOW, THEREFORE BE IT RESOLVED** by the Board of Supervisors of the County of Plumas, State of California, to correct the 2014-2015 Position Allocation for various Public Health Departments to reflect the following in the attached exhibit A.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting held on the 21st day of October, 2014, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors

ATTESTS:

\_\_\_\_\_

Clerk of the Board of Supervisors

\_\_\_\_\_

Chair, Board of Supervisors



# EXHIBIT A

	13/14	14/15	14/15	14/15
	Positions	Positions	Positions	Positions
CLASSIFICATION	Adopted	Requested	Recommended	Adopted
<b>HEALTH-STATE AID</b>	<b>70559</b>			
Public Health Program Chief	0.000	0.400	0.400	0.400
Health Education Coordinator II	0.450	0.000	0.000	0.000
Health Education Specialist	0.000	0.000	0.000	0.000
Public Health Nurse II or Registered Nurse II or	0.000	0.100	0.100	0.100
Public Health Nurse I or Registered Nurse I or	0.000	0.000	0.000	0.000
Licensed Vocational Nurse	0.000	0.000	0.000	0.000
HIV Specialty Clinic Therapist	0.100	0.100	0.100	0.100
Management Analyst II/I or	0.000	0.000	0.000	0.000
Department Fiscal Officer II or	0.050	0.110	0.110	0.110
Department Fiscal Officer I or	0.000	0.000	0.000	0.000
Grant Compliance Officer	0.000	0.000	0.000	0.000
Fiscal & Technical Service Assistant III	0.125	0.125	0.125	0.125
	0.725	0.835	0.835	0.835
<b>PUBLIC HEALTH***</b>	<b>70560</b>			
Public Health Director	1.000	1.000	1.000	1.000
Assistant Public Health Director	0.630	1.000	1.000	1.000
Director of Nursing	0.610	0.700	0.700	0.700
Public Health Program Chief	0.550	0.600	0.600	0.600
Physicians Assistant	0.500	0.500	0.500	0.500
Nurse Practitioner	0.000	0.000	0.000	0.000
Public Health Nurse III, Supervisor	0.000	0.000	0.000	0.000
Public Health Nurse II or Registered Nurse II or	5.700	5.700	5.700	5.700
Public Health Nurse I or Registered Nurse I or	0.000	0.000	0.000	0.000
Licensed Vocational Nurse	0.000	0.000	0.000	0.000
HIV Specialty Clinic Therapist	0.030	0.030	0.030	0.030
Health Education Coordinator II or	4.910	4.410	4.410	4.410
Health Education Coordinator I or	0.000	0.000	0.000	0.000
Health Education Specialist or	0.000	0.000	0.000	0.000
Community Outreach Coordinator	0.000	0.000	0.000	0.000
Management Analyst II/I or	0.000	0.000	0.000	0.000
Department Fiscal Officer II or	3.952	3.510	3.510	3.510
Department Fiscal Officer I or	0.000	0.000	0.000	0.000
Grant Compliance Officer	0.000	0.000	0.000	0.000
Fiscal and Technical Services Assistant III OR	0.000	0.000	0.000	0.000
Fiscal and Technical Services Assistant II OR	0.000	0.000	0.000	0.000
Fiscal and Technical Services Assistant I OR	0.000	0.000	0.000	0.000
Administrative Assistant II or	2.800	2.800	2.800	2.800
Administrative Assistant I	0.000	0.000	0.000	0.000
Office Assistant III OR	1.000	1.000	1.000	1.000
Office Assistant II OR	0.000	0.000	0.000	0.000
Office Assistant I	0.000	0.000	0.000	0.000
	21.682	21.250	21.250	21.250

JE/PAN FLUE 70561	70561				
Director of Nursing	0.20	0.15	0.15	0.15	
Assistant Public Health Director	0.18	0.00	0.00	0.00	
Public Health Nurse II or Registered Nurse II or	0.00	0.00	0.00	0.00	
Public Health Nurse I or Registered Nurse I or	0.00	0.00	0.00	0.00	
Health Education Coordinator II or	0.00	0.84	0.84	0.84	
Health Education Coordinator I or	0.00	0.00	0.00	0.00	
Health Education Specialist or	0.00	0.00	0.00	0.00	
Community Outreach Coordinator	0.00	0.00	0.00	0.00	
Licensed Vocational Nurse	0.00	0.00	0.00	0.00	
Management Analyst II/I or	0.00	0.00	0.00	0.00	
Department Fiscal Officer II or	0.30	0.15	0.15	0.15	
Department Fiscal Officer I or	0.00	0.00	0.00	0.00	
Grant Compliance Officer	0.00	0.00	0.00	0.00	
	0.675	1.140	1.140	1.140	
CHILDREN AND FAMILIES COMMISSION	70562				
Grants Compliance Officer	0.000	0.000	0.000	0.000	
Administrative Assistant I/II	0.000	0.000	0.000	0.000	
Executive Director (contracted)	1.000	1.000	1.000	1.000	
	1.000	1.000	1.000	1.000	
HPP 70566	70566				
Director of Nursing	0.180	0.150	0.150	0.150	
Assistant Public Health Director	0.196	0.000	0.000	0.000	
Health Education Coordinator II or I OR	0.750	0.750	0.750	0.750	
Health Education Specialist OR	0.000	0.000	0.000	0.000	
Community Outreach Coordinator	0.000	0.000	0.000	0.000	
Management Analyst II/I or	0.000	0.000	0.000	0.000	
Department Fiscal Officer II or	0.160	0.130	0.130	0.130	
Department Fiscal Officer I or	0.000	0.000	0.000	0.000	
Grant Compliance Officer	0.000	0.000	0.000	0.000	
	1.286	1.030	1.030	1.030	
SENIOR SERVICES	20830				
(Division of Public Health)	20480				
Senior Services Director	0.500	0.000	0.000	0.000	
Office Supervisor	0.000	0.000	0.000	0.000	
Department Fiscal Officer I/II or	0.360	0.000	0.000	0.000	
Grant Compliance Officer	0.000	0.000	0.000	0.000	
Driver III, or Driver II, or Driver I	2.450	2.925	2.925	2.925	
Driver II	0.000	0.000	0.000	0.000	
Driver I	0.000	0.000	0.000	0.000	
Site Manager	2.0625	2.2500	2.2500	2.2500	
Head Cook	2.0625	2.2500	2.2500	2.2500	
Assistant Cook	1.5875	1.6500	1.6500	1.6500	
	9.0225	9.0750	9.0750	9.0750	
Total Public Health Departments FTE	34.3905	34.3300	34.3300	34.3300	

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

RESOLUTION TO AMEND PLUMAS COUNTY POSITION ALLOCATION FOR  
BUDGET YEAR 2014-2015 WITHIN 20521 PUBLIC WORKS DEPARTMENT.

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

**WHEREAS**, the Public Works Fiscal Officer/Administrative Service Manager currently oversees fiscal services and participates in the administration of staff and services at the Plumas County Department of Public Works, and

**WHEREAS**, the incumbent in the position of Public Works Fiscal Officer/Administrative Service Manager has provided notice that she will be retiring on June 1, 2015; and

**WHEREAS**, the Department of Public Works has received approval on October 7, 2014 from the Board to refill the position of Fiscal Officer/Administrative Service Manager with a six month overlap for training; and

**WHEREAS**, it is anticipated that there may be difficulty locating and hiring an employee with the combination of skills and experience to fulfill the role of Fiscal Officer/Administrative Service Manager therefore, the Director of Public Works has requested to recruit for 1.0 FTE Public Works Fiscal Officer/Administrative Service Manager or Department Fiscal Officer I or II; and

**WHEREAS**, to be able to recruit as a flexibly allocated position the Position Allocation will need to reflect that the 1.0 FTE is a flexibly allocated position for a Fiscal Officer/ Administrative Service Manager or Department Fiscal Officer II or Department Fiscal Officer I.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas, State of California, to amend the 2014-2015 Position Allocation for Public Works to reflect the following:

<u>20521 Public Works</u>	<u>From</u>	<u>To</u>
Fiscal Officer/Administrative Service Manager or Department Fiscal Officer II	1.0	1.0

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting held on the 21st day of October, 2014, by the following vote:

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

ATTEST:

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

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



**PLUMAS COUNTY PROBATION DEPARTMENT**

**DAN PRINCE**

**CHIEF PROBATION OFFICER**

270 County Hospital Rd., Ste. 128., Quincy, CA 95971  
(530) 283-6200 Fax (530) 283-6165

**DATE:** October 8, 2014

**TO:** Honorable Board of Supervisors

**FROM:** Dan Prince, Chief Probation Officer *D Prince*

**SUBJECT:** Contract between Plumas County and Butte County Juvenile Detention Facility

**Recommendation:**

Approve the Contract between Plumas County and Butte County for use of the Butte County Juvenile Detention Facility.

**Background:**

In the absence of a juvenile detention facility located in Plumas County, The Plumas County Probation Department is required to maintain contractual agreements for use of Juvenile Halls in other counties who operate these types of facilities. Butte County is a neighboring county that offers Juvenile Hall beds and related educational, social, recreational, and medical services to minors who for their own or the protection of others must be securely detained.

# Plumas County Department of Information Technology

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

David M. Preston  
*Information Systems Manager*

DATE: October 21, 2014  
TO: Honorable Board of Supervisors  
FROM: Dave Preston, Information Systems Manager

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF OCTOBER 21, 2014 RE:  
APPROVAL OF PAYMENT FOR SOFTWARE SUPPORT WITHOUT CONTRACT.**

It is recommended that the Board:

1. Approve Item 1 below.

**Item 1:** Approval of payment for software maintenance/support as specified below.

## **Background and Discussion:**

Information Technology budgets for and pays software maintenance and support fees annually for software products used by Plumas County. Paying these support fees allows Plumas County access to all software updates and technical support for the specified products. Custom written or specialized software systems have a contract approved by both the County and the Vendor under which the specifics of the maintenance agreement are defined. Many other software packages are used by Plumas County that are not custom written. These packages have no specific contract and are considered "shrink-wrapped" or off the shelf systems. In order to pay these support fees we ask to Board to approve payment of these claims without a signed service contract. Specifically we ask the Board to approve the following payments.

<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
CDW	McAfee Antivirus Support	\$5,985.00
DLT Solutions	AutoDesk Software Support	\$1,552.42
ESRI	ArcGIS Software Support	\$6,781.25

These funds have been budgeted as part of the approved 2014/2015 IT budget.



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

4c

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> <b>Administration &amp; Health Education</b> Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> <b>Clinic &amp; Nursing Services</b> Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> <b>Senior Nutrition &amp; Transportation</b> Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> <b>Environmental Health</b> Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> <b>Environmental Health – Chester</b> 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**Date:** October 14, 2014

**To:** Honorable Board of Supervisors

**From:** Mimi Hall

**Agenda:** Item for September 21, 2014

**Description/Recommendation:** Approve application by the County of Pumas to Covered California for Certified Enrollment Entity status and authorize the Public Health Director to sign an application and agreement as the County's designee.

**Background Information:** Covered California, California's health insurance exchange, is inviting entities that serve uninsured and underinsured Californians to submit applications to become Certified Enrollment Entities, working directly with consumers to provide enrollment assistance in the state health insurance exchange. CEE status will allow staff members to receive training and resources to help enroll residents in health plans and serve as a community liaison between Plumas County organizations and small businesses and Covered California.

This opportunity fits perfectly with our mission and will further our goal to improve the quality of life for all our residents. Approximately one in five Plumas County residents does not have health insurance. Although Covered California has funding for some community-based organizations seeking to become authorized enrollment entities, it does not offer funding for city or county governments. Even though lack of additional funds is a factor in considering whether this was right for PCPHA, the issue is important enough to provide this assistance whether we're getting reimbursed or not. Health department staff members already screen residents for eligibility for several government sponsored programs, including Medi-Cal, California's Medicaid program, and make referrals to Plumas County Department of Social Services (DSS). While DSS has staff members assigned to assist residents in enrolling in Covered California, adding Public Health as another enrollment entity will enhance the ability of county Health and Human Service departments to "tag team" their efforts to better serve our residents.

The expansion of the population eligible Medi-Cal, along with the availability of the Covered California health insurance exchange, will mean so many more people will qualify

for different health insurance options. It makes good sense to become a CEE and secure added training and resources for staff members of Public Health who are already working with eligible populations so residents can go directly into Covered California. PCPHA is already getting inquiries from people shopping for health care coverage. As of now, we can refer people to the Covered California website or provide an application. But once training is completed and PCPHA is approved by Covered California, PCPHA can actually sign individuals up for coverage, a service perfectly aligned with our public health mission.

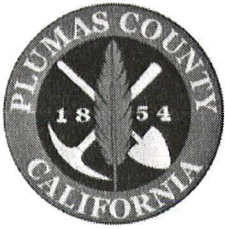
This statewide network of Certified Enrollment Entities, comprised of trusted and known organizations, will build a "culture of coverage". As a way of protecting consumers, Certified Enrollment Entities' employees and volunteers will be fingerprinted and undergo a background check to become a Certified Enrollment Counselor. Enrollment counselors will be trained and certified, to ensure they are equipped with knowledge and expertise to successfully help consumers enroll in a health coverage plan.

To reach as many consumers as possible, Covered California will be working with numerous entities to educate Californians about Covered California Health Plans and assist individuals apply for plans. The level of expertise by these entities, in reaching out and assisting individuals throughout the State, will help Covered California connect with millions of uninsured Californians in need of health insurance coverage.

Certified Enrollment Entities will engage other organizations to help consumers learn, navigate, and apply for health insurance plans Covered by Covered California, motivate consumers to take steps to enroll in Covered California health plans, provide one-on-one, in-person assistance to help California's diverse populations learn about their health insurance options in culturally and linguistically appropriate manner and help Covered California connect with millions of uninsured Californians.

At this time, it is requested that the Board approve an application by the County of Plumas to Covered California for Certified Enrollment Entity status and authorize the Public Health Director to sign an application and agreement as the County's designee.





## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

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Dony Sawchuk  
Director

Board Date: October 21, 2014

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: **Approve Service Agreement with California Generator Service**

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### Background

California Generator Service inspects, recommends service and maintains all Plumas County facility generators

### Recommendation

Approve Service Agreement

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






GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

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## Memorandum

**DATE:** October 9, 2014  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of October 21, 2014

**It is recommended that the Board:**

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

**Background and Discussion:**

The term of this contract is 10/01/14 – 09/30/15. This purpose of this agreement with DeMartile Automotive, Inc is to provide maintenance, service and repair to the Sheriff's vehicles.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made this 1st day of October, 2014, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and DeMartile Automotive, Inc., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty Thousand Dollars and No/100 (\$40,000.00).
3. Term. The term of this agreement shall be from October 1, 2014 through September 30, 2015, unless terminated earlier as provided herein. All prior contracts between County, by and through the Sheriff's Office, and Contractor as of the effective date of this contract are terminated as of October 1, 2014. All contracts between the County and the Contractor that are by and through other County departments shall remain in full force and effect.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

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

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage

without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

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

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

retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

DeMartile Automotive, Inc.,  
a California corporation

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

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

COUNTY:

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

By: \_\_\_\_\_  
Name: Jon Kennedy  
Title: Board of Supervisors, Chair

Approved as to form:

Plumas County Counsel

By: Stephen L. Mansell 10/9/14  
Stephen L. Mansell  
Deputy County Counsel

## EXHIBIT A

### Scope of Work

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



## EXHIBIT B

### Fee Schedule

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



## Plumas County Office of Emergency Services

270 County Hospital Road #127  
Quincy, California 95971

Phone: (530) 283-6332  
Fax: (530) 283-6241

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**Date:** October 9, 2014  
**To:** Honorable Board of Supervisors  
**From:** Jerry Sipe  
**RE:** Consent Agenda Item for October 21, 2014

**Recommendation:** Approve Continuation of Local Emergency Due to Drought

**Background and Discussion:** On August 19, 2014, the Board proclaimed a local emergency due to drought. This proclamation cites the Portola drinking water situation, catastrophic wildfire risk, economic losses and other factors. It seeks relief from curtailment for junior water rights holders using isolated springs for drinking water. It also seeks to ensure adequate water supplies are available for wildfire suppression and community protection. As required by Section 8630 of the California Emergency Services Act, the governing body must review the need for continuing the local emergency every month, and this was last done on September 16.

While significant progress has been made on the Portola drinking water situation, other impacts, issues and concerns remain largely unchanged. In particular, curtailment for junior water rights holders (including isolated groundwater springs) remains in place, countywide fire restrictions are still in effect, and the risk of catastrophic wildfire continues. Accordingly, the Board is asked to approve continuation of the local emergency due to drought.

If you have any questions, please do not hesitate to contact me at 283-6367.

Thank you.