

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF OCTOBER 06, 2015 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A. CLERK OF THE BOARD

Approve Board minutes for September 2015

B. MENTAL HEALTH

Approve and authorize the Chair to sign contracts between County of Plumas and Willow Glen Care Center, Summitview Child and Family Services, and Vista Pacifica Enterprises, Inc. for psychiatric hospitalizations and services for FY 2015-2016; approved as to form by County Counsel

C. INFORMATION TECHNOLOGY

Authorize payment of software support claims without a contract for CDWG of \$5,985; and DLT Solutions of \$1,085.61 included in the FY 2015-2016 budget

D. SOCIAL SERVICES

Approve and authorize the Director of Social Services to sign Maintenance Agreement between County of Plumas and Ray Morgan Company; and authorize the Director of Social Services to sign extensions of the agreement subject to availability of funding; approved as to form by County Counsel

E. EMERGENCY SERVICES

Approve continuation of Local Emergency Due to Drought

2. DEPARTMENTAL MATTERS

A. SOCIAL SERVICES – Elliott Smart

Authorize the Department of Social Services to recruit and fill vacant 1.0 FTE Benefits Assistance Counselor I/II/III position; discussion and possible action

B. VETERANS SERVICES – Mimi Hall

Presentation regarding the Plumas County Veterans Services Program

3. BOARD OF SUPERVISORS

A. Status report on the Plumas National Forest Settlement Funds Project; discussion and possible action

B. State of Jefferson

1) Adopt **RESOLUTION** Declining to Join the "State of Jefferson" and Advocating Improved Representation of Rural California Counties. **Roll call vote**

2) Adopt **RESOLUTION** "Declaration and Petition to the California State Legislature for the Withdrawal of Plumas County from the State of California and to Form the "State of Jefferson" and Alternatively to Authorize Joining a Legal Challenge to Reynolds vs. Sims". **Roll call vote**

C. Establish a "Development Review Committee" to include two Board members, Director of Public Works, Planning Director, Director of Environmental Health, Facilities Director, Building Official, and County Counsel. Supervisor Engel

D. Set Board meeting schedule for November and December 2015

E. Correspondence

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

G. Appointments

CSAC BOARD OF DIRECTORS

Select Director and Alternate for the CSAC Board of Directors 2015-2016 Association year commencing December 01, 2015

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public employee performance evaluation – Building Official

B. Personnel: Public employee performance evaluation – Director of Child Support Services

C. 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, October 13, 2015, Board of Supervisors Room 308, Courthouse, Quincy, California.

PLUMAS COUNTY MENTAL HEALTH

Mimi Hall, Interim Director
270 County Hospital Road, Suite 109, Quincy, CA 95971
PH: (530) 283-6307 FAX: (530) 283-6045



MEMO

DATE: **SEPTEMBER 28, 2015**

TO: HONORABLE BOARD OF SUPERVISORS

FROM: LOUISE STEENKAMP, INTERIM DIRECTOR

SUBJECT: CONSENT AGENDA ITEM FOR OCTOBER 6, 2015

RE: APPROVE AND AUTHORIZE NEW CONTRACTS BETWEEN MENTAL HEALTH AND WILLOW GLEN CARE CENTER, SUMMITVIEW CHLD & FAMILY SERVICES AND VISTA PACIFICA ENTERPRISES, INC.

IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS: Approve and execute the FY2015-2016 contracts for the following: Willow Glen Care Center, Summitview Child and Family Services and Vista Pacifica Enterprises, Inc. all of which have been approved as to form by County Counsel.

BACKGROUND AND DISCUSSION: All contracts involved have had a long-standing association with Plumas County Mental Health. Willow Glen Care Center, Vista Pacifica and Summitview provide psychiatric hospitalizations and services;

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.

Plumas County Department of Information Technology



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

David M. Preston
Information Systems Manager

DATE: October 6, 2015
TO: Honorable Board of Supervisors
FROM: Dave Preston, Information Systems Manager

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF OCTOBER 6, 2015 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 the Board to approve payment of these claims without a signed service contract. Specifically we ask the Board to approve the following payments.

Vendor	Description	Amount
CDWG	Annual Support for AntiVirus Software	\$ 5,985.00
DLT Solutions	Annual Support for AutoCAD Software	\$ 1,085.61

These funds have been budgeted as part of the 2015/2016 IT budget.



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

DATE: SEPTEMBER 28, 2015

TO: THE HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR 
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 6, 2015. CONSENT AGENDA

RE: APPROVAL OF A MAINTENANCE AGREEMENT BETWEEN THE RAY
MORGAN COMPANY AND THE DEPARTMENT OF SOCIAL SERVICES;

It is Recommended that the Board of Supervisors

Approve a maintenance agreement between the Department of Social Services and the Ray Morgan Company for maintenance of the Department's printers; authorize the Director of the Department of Social Service to sign the agreement as the Board's designee; and, authorize the Director of the Department of Social Services to execute extensions of the agreement at the conclusion of the agreement's term subject to the availability of state and federal funds.

Background and Discussion

The Department of Social Services utilizes several heavy duty printers in its daily business operations. The printers produce such items as required notices to our customers and court-related documents connected with Dependency proceedings. The Department has utilized the Ray Morgan Company to maintain and repair the printers. The matter before your Board is to renew this agreement. The Department also requests authority for the Director to execute extensions of the agreement at the conclusion of future terms.

Financial Impact

The annual agreement is for \$4,000. There is no impact to the County General Fund.

Other Agency Involvement

County Counsel has approved the agreement as to form.

Copies: DSS Management Staff

Enclosure

SERVICES AGREEMENT

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

The parties agree as follows:

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

of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively "County Parties"), against any and all claims deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement.
 - a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000.00).
 - b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousand dollars (\$250,000.00) per person and five hundred thousand dollars (\$500,000.00) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000.00) per accident.
 - c. 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

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

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

County:

Plumas County Department of Social Services
Attn: Elliott Smart
270 County Hospital Road, Suite 207
Quincy, CA 95971

Contractor:

Ray Morgan Company
Attn: Tina Peters
3131 Esplanade
Chico, CA 95973

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of the agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. {Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. NOTE: Only for contracts in excess of \$10,000.00}

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

CONTRACTOR:

Ray Morgan Company, a
California Corporation

By: _____

Name: Mike Wysong
Title: Vice President
Date signed:

By: _____

Name: Bob Quadrous
Title: CFO/Controller
Date signed:

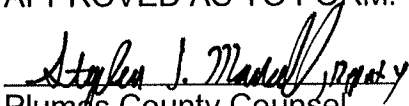
COUNTY:

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

By: _____

Name: Elliott Smart
Title: Director
Date signed:

APPROVED AS TO FORM:


Plumas County Counsel

9/24/15
Date

EXHIBIT A

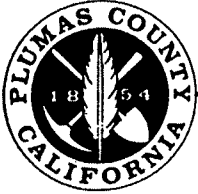
Scope of Work

1. Contractor shall provide maintenance services for one (1) Canon IRC 2230, one (1) Canon IR 1740, one (1) Canon IR 7086 printers and related parts and equipment (the "Covered Equipment").
2. Maintenance services and materials to be provided by Contractor to the Covered Equipment include inspection, adjustment, parts and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.
3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this Agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment. Services to be furnished outside of normal business hours may be provided at rates mutually agreed upon by Contractor and the County.
5. Contractor will respond to service calls from the County within two (2) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is non-functional and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B

Fee Schedule

1. County shall pay a flat fee of \$753.36 every quarter to include up to 100,000 black and white images per quarter on the equipment covered by this Agreement.
2. County shall pay an additional \$0.0074 for every black and white image made in the excess of 100,000 and additional \$0.0735 for every color image made in excess of 250 per quarter. This "overage" will be added to the quarterly invoice.
3. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
4. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
5. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor, are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.



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

DATE: SEPTEMBER 28, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES 

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 6, 2015

RE: AUTHORIZE THE DEPARTMENT OF SOCIAL SERVICES TO FILL A
VACANT BENEFITS ASSISTANCE COUNSELOR I/III/III AS SOON AS
ADMINISTRATIVELY POSSIBLE

It is Recommended that the Board of Supervisors

Authorize Department of Social Services to fill a vacant 1.00 FTE Benefits Assistance Counselor effective immediately.

Background and Discussion

On September 24, 2015 the Department of Social Services received notification that an incumbent Benefits Assistance Counselor is resigning her position with the Department. The Board of Supervisors is already aware that case counts for some programs administered by the Department have achieved record high levels due to the recessionary economy and due to the increase in Medi-Cal cases as a result of the Affordable Care Act (ACA). With that circumstance in place, filling vacant positions becomes critical in meeting the continuing requests for assistance that are received by the Department.

Financial Impact

There is no financial impact to the County's General Fund as a result of taking this action because all funds to support this position come from federal, state and Realignment sources. The position is funded in the current year budget plan.

Copies: PCDSS Management Staff
Ms. Gayla Trumbo, Human Resources Director

Enclosures (3)

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Benefits Assistance Counselor – Medi-Cal/CalFresh Program

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

Answer: Yes. Medi-Cal and CalFresh (Foodstamp) administration is a state mandated service. The Benefits Assistance Counselor performs eligibility determinations for these services

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

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

- How long has the position been vacant?

Answer: The position will become vacant effective September 24, 2015 due to an employee resignation.

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

Answer: No.

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

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

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

Answer: We will not be able to process applications for Medi-Cal, CalFresh and CMSP in accordance with the state requirements.

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

Answer: We will not expend state funds that have been allocated to this function and Realignment dollars will be disbursed to other programs costing the Department money.

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

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

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

Answer: No.

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

Answer: No.

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

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

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

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

Position Classification: Benefits Assistance Counselor (BAC) I/II

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description:

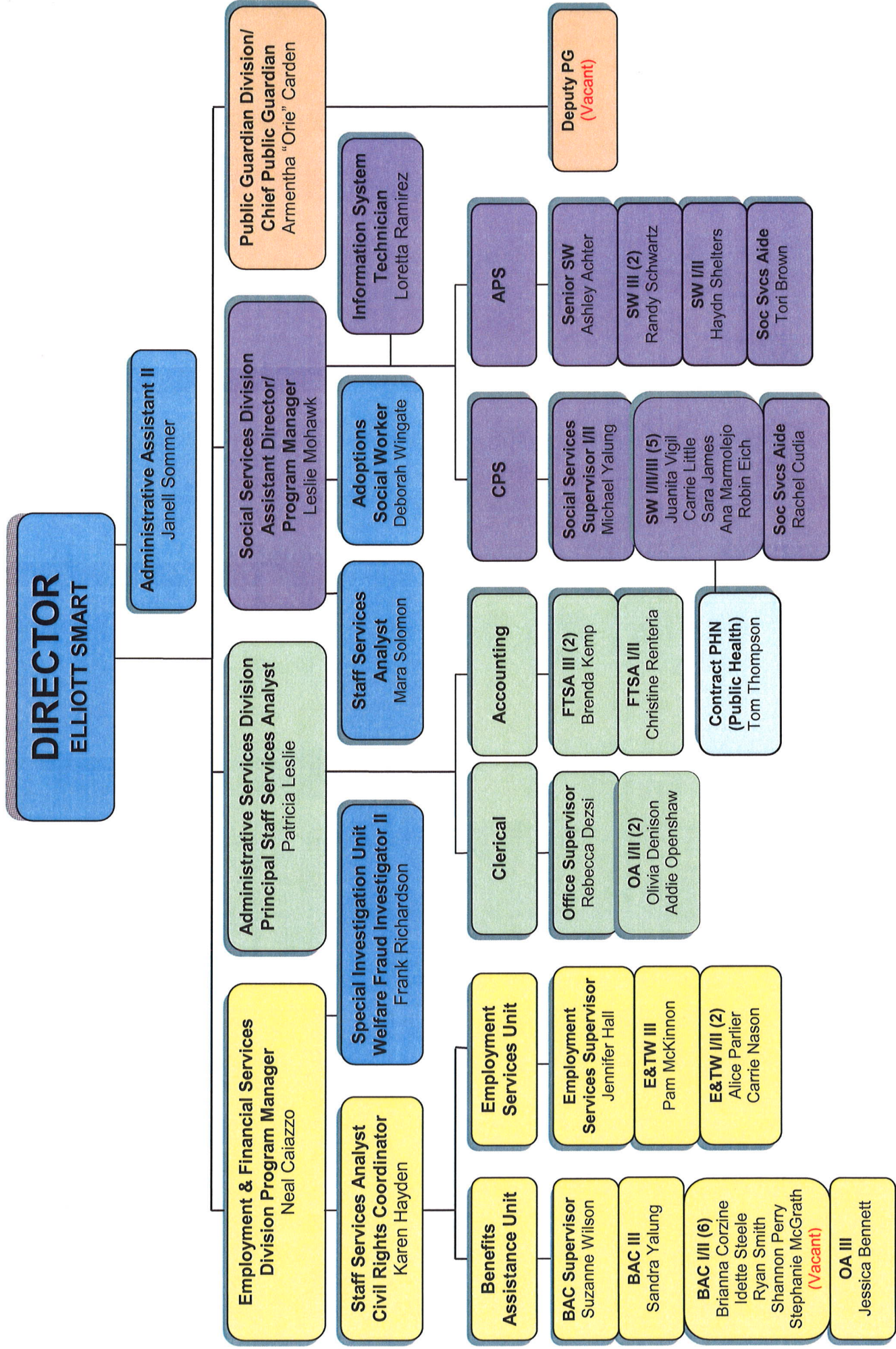
This position is primarily responsible for performing eligibility determinations for the Medi-Cal, CMSP and CalFresh (Foodstamp) programs. Eligibility determinations for the Medi-Cal and CMSP programs are critical to the mission of assuring that county citizens who do not have medical insurance or another payer for health care services have access, to the extent that they are eligible, to the State Medi-Cal and County CMSP programs. This also helps to assure that hospitals that are required by law to serve poor and indigent county residents receive payment for the services they provide. Eligibility determinations for the CalFresh (Foodstamp) program are a state mandated activity.

Funding Sources: Medi-cal is entirely funded by State General Fund and federal pass through dollars. There is a small apportionment of Realignment dollars that is part of the funding mix for this position, generally 15% of the cost of time spent performing CalFresh (Foodstamp) eligibility determinations. As is explained below, there are potential Realignment funding implications *when the position is left empty*.

Special Considerations: Department of Social Services funding mechanisms are structured on a very specific cost allocation plan that generates the distribution of fixed overhead costs based on filled positions. To the extent that a position is not filled, the fixed overhead costs redistribute themselves in uncontrolled and unpredictable ways adding unanticipated costs to other program areas particularly to program areas that contain Realignment dollars in their cost structure. It is in the County's best interests to avoid such a scenario.

Reason for the Vacancy: The reason for this vacancy is because the prior incumbent has been promoted within the Department to an Employment and Training Worker position.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



2B

Plumas County Veterans Service Office



Staff



œ **James A. LaPlante**

œ Veteran Service Officer

œ **Kyle Short**

œ Veteran Service Representative

œ **Richard Dolezal**

œ Veteran Service Representative

County Veterans Service Office

- œ Authority established by 38 C.F.R. Section 14.628(c) and for the purpose of claimant representation before the Department of Veterans Affairs
- œ Accreditation of representatives associated with each CVSO required by 38 C.F.R. Section 14.629

Plumas CVSO Role



∞ To assist the men and women who have served in the Armed Forces, their dependents and survivors in:

1. Obtaining benefits from federal, state and local agencies administering programs for veterans.
2. Transitioning into civilian life

CVSO Responsibilities



- ∞ Knowledge of the extent, the meaning and the application of laws that have been passed by the U.S. Congress in the interests of veterans and their dependents.
- ∞ Understand, clarify, and apply the rules and regulations adopted by the Department of Veterans Affairs.
- ∞ Apply specialized knowledge and training in the best way suited to the needs of every individual veteran or other beneficiary who comes to the office for assistance to claim all benefits earned and provide coordination and support for their social, emotional and physical well-being.

Funding Sources



- œ California Department of Veterans Affairs
 - œ Subvention
 - œ Medi-Cal Cost Avoidance
 - œ License Plate Fees
- œ County General Fund
- œ MHSA
- œ Public Health

Funding Trends



	FY 0708	FY 0809	FY 0910	FY 1011	FY 1112	FY 1213	FY 1314	FY 1415	FY 1516
County General Fund	\$174,530	\$158,364	\$114,088	\$77,903	\$49,589	\$37,496	\$40,654	\$53,885	\$51,724
CalVet	\$28,165	\$29,222	\$24,231	\$26,819	\$25,501	\$23,260	\$38,829	\$53,492	\$63,400
MHSA								\$46,386	\$66,588
Total Budget	\$202,695	\$158,364	\$138,319	\$104,722	\$75,090	\$60,756	\$79,483	\$153,663	\$181,712

Projections for California



- œ Additional 30,000 discharged members of the armed services each year for the next several years – more than any other state.
- œ Historically, the largest demand for benefits and services for veterans occurs 1) immediately after discharge and 2) as the veteran population ages and requires greater access to medical facilities and long-term care services.
- œ Substantial number of veterans under the age of 30 leaving the military after deployments to the wars in Iraq and Afghanistan
- œ Large population of Vietnam veterans now needing greater access to medical and long-term care
- œ We are preparing for a sustained spike in earned services and benefits

VA Benefits: Summary



- œ Compensation for a service-connected disability
- œ Begin or resume college education
- œ Train for and find employment
- œ Buy a home
- œ Live the remainder of life with dignity and respect

VA Benefits: Disability Compensation



∞ Disability & Compensation

- ∞ Monthly compensation of injuries occurred in service
- ∞ Special Adaptive Equipment Grants
 - ∞ Vehicle modification for handicap, etc.
- ∞ Adaptive housing program
 - ∞ Wheelchair ramp for home, etc.
- ∞ Aid and Attendance
 - ∞ In home nursing, cooking/ cleaning assistance, etc.

VA Benefits: Home Loans Education, Training



☞ VA Home Loan

- ☞ Federal VA backing

☞ CalVet Home Loan

- ☞ California State backing

☞ Educational Benefits

- ☞ Montgomery GI Bill

- ☞ Veterans only

- ☞ Post 9/11 GI Bill

- ☞ For Veterans but can transfer benefit to dependents

- ☞ College Fee Waiver for Dependents

- ☞ For service connected Veterans dependents

- ☞ Vocational Rehabilitation

- ☞ For veterans only

VA Benefits: Health Care



œ VA Health Care system

- œ Reno VA Hospital
- œ Mental Health
- œ Prescriptions
- œ Homeless Shelters
 - œ Short Term
 - œ Long Term
- œ VASH Hud Housing
- œ Alcohol and Drug Rehabilitation

VA Benefits: Other



- œ Pension
- œ Individual Unemployability
- œ Death Benefits
 - œ Survivors Pension
 - œ Veteran Headstone
 - œ Burial Reimbursement
- œ Dependency and Indemnity Compensation
- œ Burial and Plot Allowance
- œ Burial Flag

- [illegible]

Filling A Claim

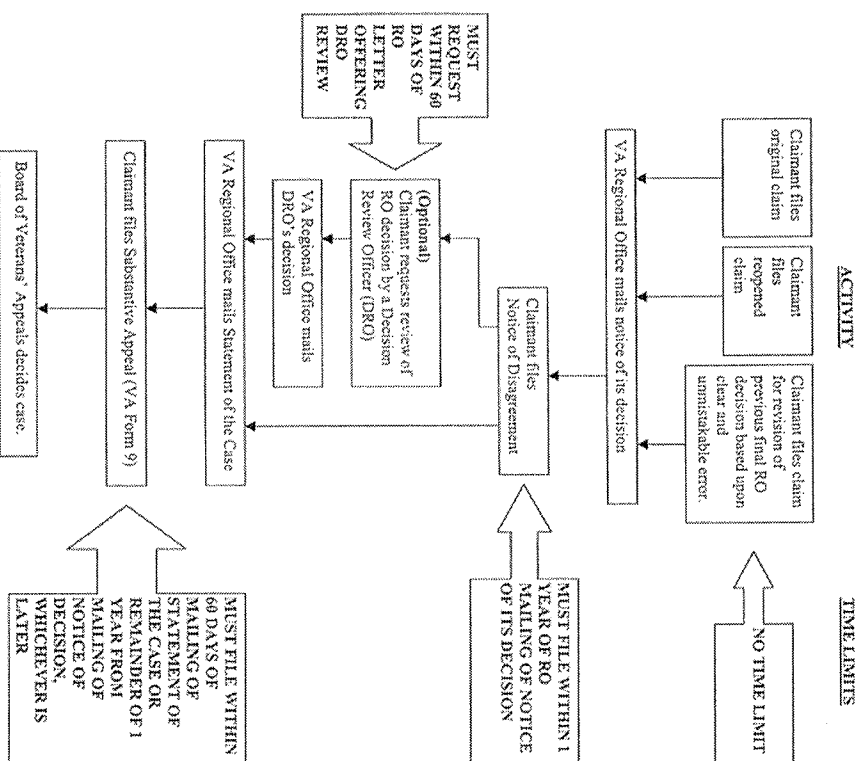


- œ Required Documents
 - œ Discharge paperwork
 - œ Medical history showing a medical problem
 - œ History of medical problem while in service
- œ Fully Developed Claim
 - œ 100% of documentation required for making a decision on a claim, or claims could be delayed from 12-18 months or longer
 - œ Notice of Disagreement/ Appeal
 - œ Time sensitive

Claim Process



CHART 12-A: OVERVIEW OF THE VA ADJUDICATION PROCESS
(See Chart 12-D for RO Hearing Process)



The Numbers



œ Plumas County Population

œ 18,606 (2014 Census Estimate)

œ Plumas County Veterans

œ 2,200 (VetPro PLU)

œ Monthly Compensation benefits

œ \$232,340 monthly cash benefits or over \$2.3 M per year, primarily spent in the Plumas County economy

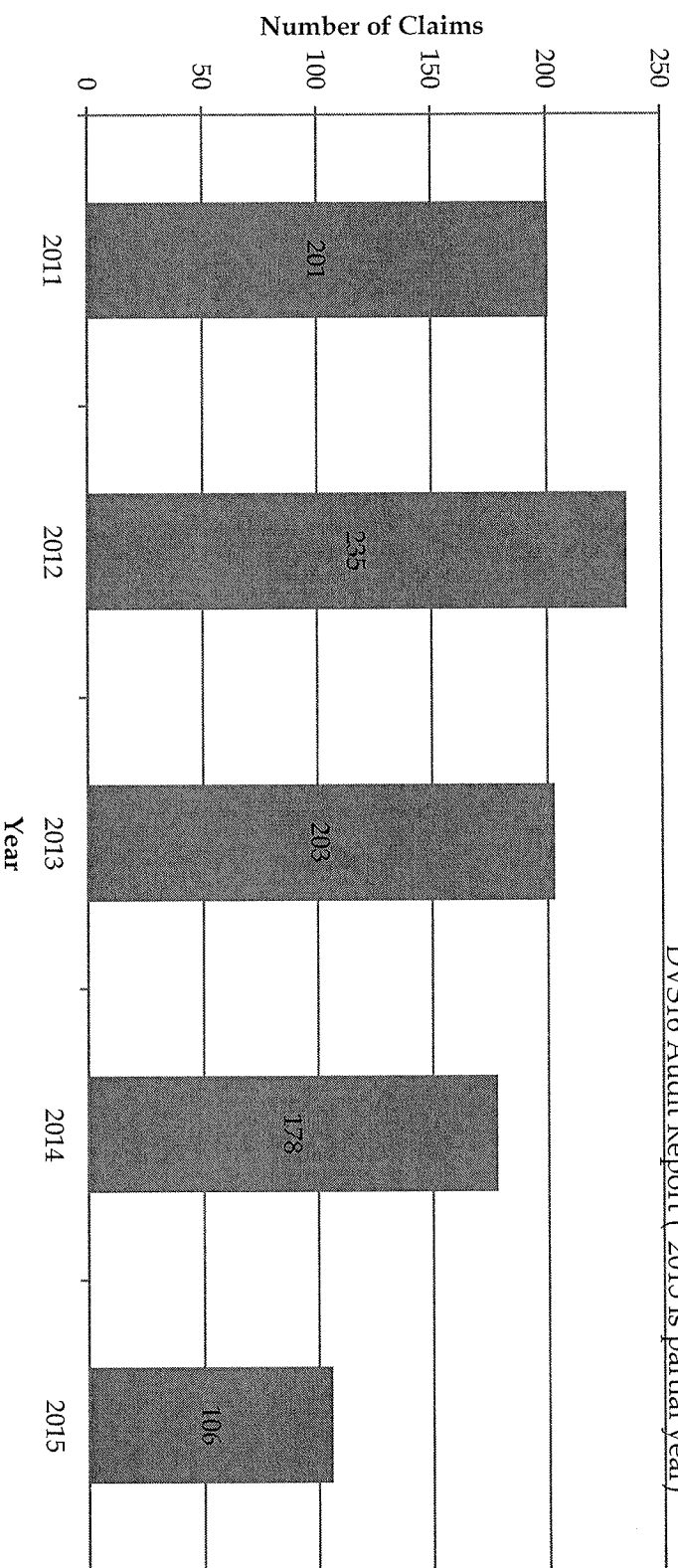
œ These benefits were the direct result of veterans claims filed by the PCVSO

Claims



Claims

Source: California Department of Veterans Affairs,
Division of Veterans Semi-Annual
DV516 Audit Report (*2015 is partial year)

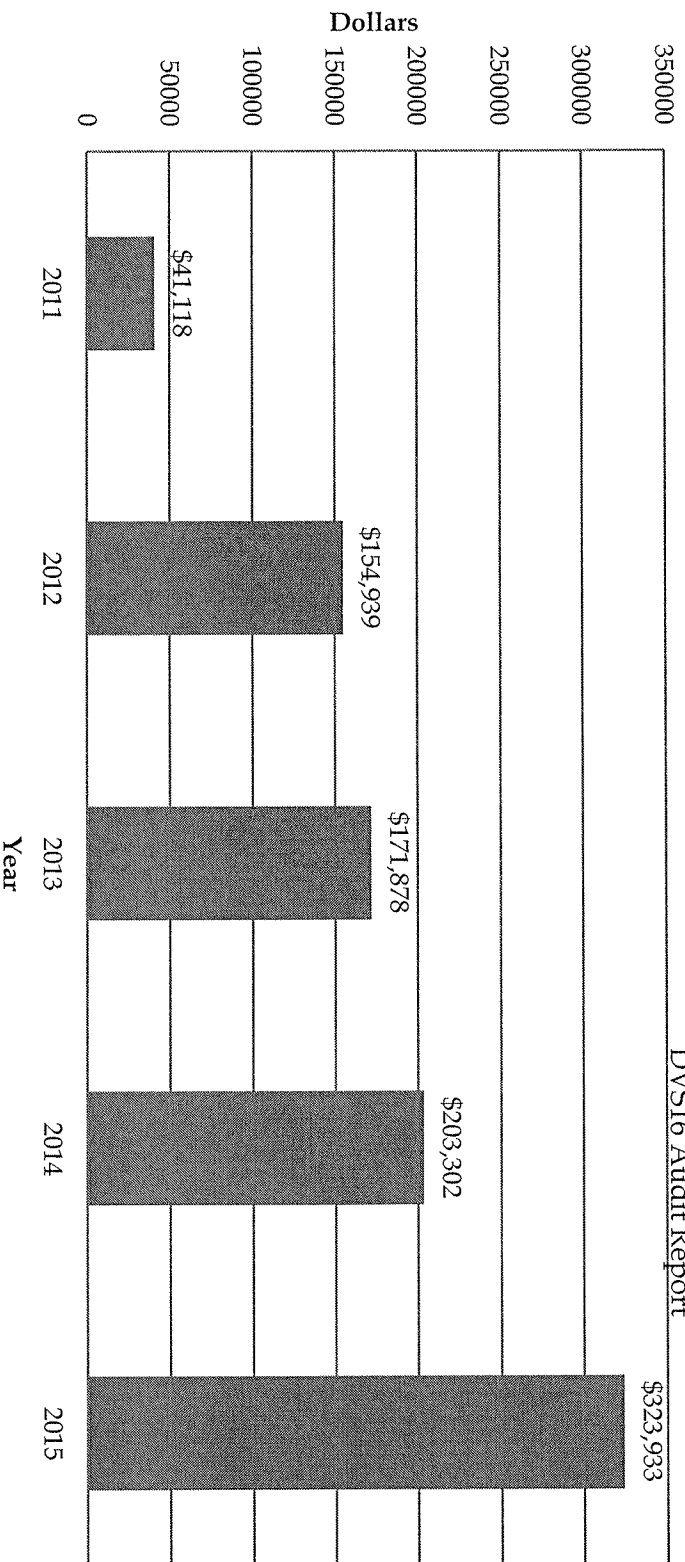


Retroactive Pay



Retroactive Pay

Source: California Department of Veterans
Division of Veterans Semi-Annual
DVS16 Audit Report



Plumas CVS Additional Services

- œ Outreach, Prevention and Early Intervention
 - œ Newly funded by Plumas County Mental Health Services Act to, *"Increase outreach, resource and referral, and case management to veterans to facilitate veterans services benefits for veterans in need of mental health services"*.
- œ Homeless Veterans services
- œ VA Van Transport
- œ Incarcerated Aid

Multi-Sector Coordination



œ Working closely with various departments and agencies ensuring all needs of the veteran are met and transitions between departments and agencies are smooth.

œ Probation

œ Mental Health

œ Jail

œ Alternative Sentencing

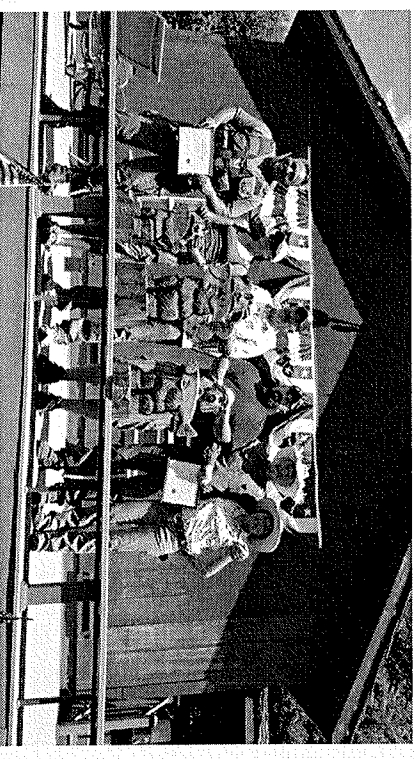
œ Reno VA homeless coordinator

œ Alcohol and Drug Services

Outreach



- œ Going to places that make them feel comfortable to allow them to get the help they need.
- œ Portola- Veterans Hall (Senior nutrition site)
- œ Chester- Veterans Memorial Hall
- œ Community activities
 - œ Greenhorn Ranch fishing derby
 - œ Golf Tournament



Homeless



- œ We work with Homeless Veterans getting them boarding as quick as possible.
- œ Facilitate a smooth transition between agencies and departments.
- œ Provide transportation to shelters in Reno.
- œ Homeless Programs:
 - œ Reno VA has Various homeless programs depending on the needs of the Veteran

VA Van



- œ Transportation for Veterans in Plumas county:
 - œ Reno VA Hospital,
 - œ VA East Campus
 - œ Mental Health Department
- œ Coordinate with Volunteer services in the Reno VA Hospital making sure Veterans that ride the Van have appointments.
- œ Compiling list of Veterans riding VA van and ensuring Volunteer drivers know who is riding and where to pick them up at.

Justice System Involved Veterans



- œ We connect with incarcerated veterans to identify eligibility for benefits and help them file any disability or pension claims that are needed.
- œ We can help justice system -involved veterans understand what happens with VA benefits if they are incarcerated.
- œ We assist the District attorney and Alternative sentencing by offering resources that Veteran has through the VA health care system.
- œ Once a treatment plan is developed, we enroll the veteran into appropriate VA programs and in most cases facilitate transportation to treatment facilities.

Plumas County Veterans Service Office



- œ Our mission is to represent, refer, inform and assist veterans and their dependents in obtaining any and all benefits to which they are entitled.
- œ PCVSO provides a local avenue for Veterans to receive benefits and other assistance.
- œ PCVSO assist veterans in receiving non local benefits and support services as well.

3A

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
Robert A. Perreault, Jr., P.E. *Director of Public Works*

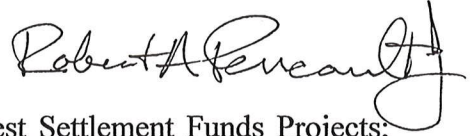
AGENDA REQUEST

for the October 6, 2015 Meeting of the Plumas County Board of Supervisors

September 28, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works



Subject: Status Report on the Plumas National Forest Settlement Funds Projects;
discussion and possible action.

Background:

On September 11, 2015, the Board of Supervisors received a status report on the status of a Contract and proposed modifications to the existing 1972 Agreement in regard to the subject projects.

At the October 6, 2015 meeting of the Board of Supervisors, the Director of Public Works will submit a follow up status report.

3B1

RESOLUTION NO. 15-

**DECLARATION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS
DECLINING TO JOIN THE "STATE OF JEFFERSON" AND
ADVOCATING IMPROVED REPRESENTATION
OF RURAL CALIFORNIA COUNTIES**

WHEREAS, the Plumas County Board of Supervisors wishes to acknowledge problems with our economy, commerce, education and overall well-being; and

WHEREAS, representation of rural California issues is often unfair and inadequate, resulting in one-size-fits-all decisions and regulations which can cripple our local economy; and

WHEREAS, the State of Jefferson proponents have failed to prove financial viability or that forming a new state will solve the above problems and will likely never be approved by the California Legislature and the United States Congress; and

WHEREAS, it is in the public interest that the Plumas County Board of Supervisors be informed of all the possible financial impacts and practical consequences of separation from California; and

WHEREAS, the State of California has an economic output that surpasses most countries, and jobs funded by the state through our schools, county, parks, police and nonprofit community provide living wage employment which helps support our local economy and Plumas County will lose millions of dollars in funding for roads, education, and social services for youth, families and seniors, if we separate from California.

NOW, THEREFORE, BE IT RESOLVED The Plumas County Board of Supervisors has carefully examined and considered the proposal by the "State of Jefferson" proponents and does not agree that forming a new state will solve the above problems and that the financial risks and uncertainties outweigh the possible benefits of forming a new "State of Jefferson".

BE IT FURTHER RESOLVED The Plumas County Board of Supervisors will renew efforts to unite our community and to foster collaboration as a proud county of the State of California, to persistently inform our State and Federal representatives of our unique rural issues and to aggressively advocate for viable solutions for our rural counties.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 6th day of October, 2015 by the following vote:

AYES:
NOES:
ABSENT:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board

3B2

RESOLUTION NO. 15-

BOARD OF SUPERVISORS, PLUMAS COUNTY CALIFORNIA

DECLARATION AND PETITION TO THE CALIFORNIA STATE LEGISLATURE FOR THE
WITHDRAWAL OF PLUMAS COUNTY FROM THE STATE OF CALIFORNIA AND TO FORM
THE STATE OF JEFFERSON AND ALTERNATIVELY TO AUTHORIZE JOINING A LEGAL
CHALLENGE TO REYNOLDS VS. SIMS

WHEREAS, when California was admitted to the union on September 9, 1850, counties played an integral part of California history as we note that each of the original 27 counties had a representative in the original State Constitutional Convention in 1849; that each of the original 27 counties had a representative in both Chambers of the legislature; that each of the 52 counties at that time had a representative in the 1878/1879 Convention; that the 1849 Constitution established a State Assembly with 80 members and a State Senate with 40 members, which has remained unchanged to this date; that the 80 members of the State Assembly has always been apportioned based on population from its origins; that the 40 members of the State Senate was apportioned based on population, except for the period of 1930 to 1965 when the Federal Plan was put in place by the voters; and

WHEREAS, since 1964, and the landmark United States Supreme Court decision of Reynolds v. Sims (1964) 377 U.S. 533, California has been obligated to apportion *both* houses of its state legislature based on population; the result of this decision, eliminating the use of the "Federal Plan" in the California State Senate, has left many of California's counties without a voice; and

WHEREAS, the California Constitution has fixed the number of representatives in both chambers at 40 Senators and 80 Assembly members; such a number is arbitrary, and has the undesirable result that, as the population grows, it dilutes the share of each County in its governing role, whereby forcing Counties to share its Senators and Assembly members with more Counties as the decades go by, diluting and abridging the *votes* of the citizens of the Counties themselves in this process; and

WHEREAS, dilution of the individual voter's representation in California, to a ratio of almost 475,000 citizens to one representative in the Assembly and almost 950,000 to one in the Senate, has denied the voice of rural California, and particularly the voters of Plumas County; and

WHEREAS, the Plumas County Board of Supervisors recognizes the lack of representation for rural and frontier counties in the California Legislature, and the Board recognizes an increasing tendency by the State of California to exercise legislative and fiscal malfeasance in many forms including, but not limited to, the listing of the Gray Wolf on the endangered species list by the California Fish and Game Commission, implementation of the Irrigated Lands Management Program, proposed implementation of the Grazing Regulatory Action Plan (G.R.A.P.), California's new ground water sustainability legislation, an illegal fire tax, the State of California's disregard of payment in lieu of taxes owed to many rural counties, in the excesses of the California EPA and CARB regulation more suited for urban standards, in property rights violations, in assaults upon Second Amendment rights, as well as disregard for other inalienable rights of the residents of Plumas County; and

WHEREAS, State and Federal Agencies, through aggressive regulation and by reinterpretation of long-established laws, have denied the County of Plumas, its businesses, and its residents, access to our most abundant natural resources and fishing grounds, causing untold harm to our economy, as well as to our health and public safety; and

WHEREAS, State and Federal Agencies have, through a process commonly known as "sue and settle", compromised longstanding principles and priorities of beneficial use and stewardship of our natural resources while sacrificing public process and open government; and

WHEREAS, many residents of the County of Plumas have expressed their frustration to the Board of Supervisor's regarding the excesses of state government; and the Plumas County Board of Supervisors joins in that frustration; and

WHEREAS, the Board of Supervisors also recognizes that there are times in our history when it is apparent that the political separation of one people from another has become necessary, both for the survival of the one, as well as the continued wellbeing of the other; and

WHEREAS, the Board of Supervisors recognizes that soon after California statehood, credible efforts were made to split the state, with 220 proposals by 1998, including the strong Jefferson State movement of 1941 and the election results of June 2, 1992, when citizens of 27 Counties by county advisory votes, voted in favor of splitting the State of California; and

WHEREAS, the Plumas County Board of Supervisors conditionally favors separating from the State of California and joining a new State of Jefferson; authority to join this effort to separate from the State of California would be granted subject to approval of the voters of Plumas County at the June 2016 primary election by way of advisory vote; and

WHEREAS, alternatively, if an effort in forming a new state is defeated, the Board of Supervisors of the County of Plumas would consider joining a credible legal challenge to the Reynolds case; that the majority in Reynolds disregarded, ignored, and otherwise by an act of judicial activism, refused to recognize the premise on which the 14th amendment was ratified by the several states, including California; that Associate Justice Harlan is correct in his dissent by concluding that, essentially, the majority is reading into the equal protection clause an interpretation which was specifically rejected during ratification debate; that the only way to reclaim the balance of power in the state house, if separation is denied, is to overturn the Reynolds decision.

NOW, THEREFORE, IT IS HEREBY DECLARED that the Plumas County Board of Supervisors hereby conditionally approves withdrawing Plumas County from the State of California and starting over by forming a new state which represents the needs, provides opportunity, and protects the rights, liberties, public health, and safety of the people of a new State of Jefferson; said approval to withdraw being conditioned upon the approval of the voters of Plumas County in the June 2016 primary election by advisory vote; and

BE IT FURTHER DECLARED, should the State of Jefferson come to fruition through the Article 4, Section 3 process the voters of Plumas County may be asked to vote for statehood, however the interim process is affirmed by Declaration and Petition, by the Plumas County Board of Supervisors, the elected representatives of the people, desirous of standing in the quest and process for remedy to lack of representation, in state government, on behalf of Plumas County; and

BE IT FURTHER DECLARED that, pursuant to the requirements of Section 3 of Article IV of the United States Constitution, the Plumas County Board of Supervisors requests that the California Legislature redress the above grievances and or approve the withdrawal from the State of California of the lands described below.

The boundaries of Plumas County are as follows:

Beginning at the corner common to Plumas, Butte, and Yuba, situated in the NW. 1/4 of Sec. 15, T. 20 N., R. 8 E., M. D. B. & M., and indicated by a large spruce tree standing in front of the Buckeye House marked "Corner of Plumas, Butte and Yuba" and running thence northeasterly by direct line to the corner common to Plumas, Sierra and Yuba in Slate Creek situated in the NE. 1/4 of Sec. 31, T. 21 N., R. 9 E., M. D. B. & M., at a point where the third course or terminating north and south line of the survey of Keddie and Church, made June 19, 1866, crosses said creek; thence northeasterly up said creek to its intersection with the first north and south line of said survey in the NE. 1/4 of Sec. 11, T. 21 N., R. 9 E., M. D. B. & M.; thence north along said line to the initial point thereof, being the summit line of the ridge dividing the waters of the Feather River from the waters of the Yuba River, situate in the SE. 1/4 of Sec. 26, T. 22 N., R. 9 E., M. D. B. & M.; thence easterly, on said summit line, and east to "The Falls" about one mile below the outlet of Gold Lake;

Thence east to the range line between T. 21 N., R. 13 E., and T. 21 N., R. 14 E., M. D. B. & M.; thence north on said range line, to the northwest corner of T. 21 N., R. 14 E., M. D. B. & M.; thence east on the line between T. 21 and 22 N., M. D. B., to the corner common to Plumas, Lassen, and Sierra, said corner being the southeast corner of Plumas and the southwest corner of Lassen, said point also being the corner common to Secs. 1 and 2, T. 21 N., R. 16 E., M. D. B. & M., and Secs. 35 and 36, T. 22 N., R. 16 E., M. D. B. & M.; thence northwesterly, on the southwestern irregular line of Lassen to the corner common to Shasta, Lassen, and Plumas; thence west nine miles more or less on the southern line of Shasta to the northeast corner of Tehama; thence southerly, on the ridge, being eastern line of Tehama, to the common corner of Tehama, Butte, and Plumas; thence southerly along the eastern boundary of Butte to the place of beginning; and

BE IT FURTHER DECLARED, that the Plumas County Board of Supervisors, desires, assuming an effort to separate from California pursuant to Section 3 of Article IV of the U.S. Constitution is unsuccessful, to join a challenge to the current form of apportionment of our state legislature through legal action challenging the Reynolds decision; that the Reynolds court interpretation of the 14th amendment is inconsistent with the premise upon which that amendment was ratified by the several states; that the residents of Plumas County have been harmed and disenfranchised as a direct result of this activist courts' unconstitutional decision.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 6th day of October, 2015 by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Nancy DaForno,
Clerk of the Board