

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF JUNE 21, 2016 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) COUNTY COUNSEL

- 1) Approve and authorize the Chair to sign Memorandum of Understanding between the Plumas Superior Court and the County of Plumas for FY 2016-2017
- 2) Approve and authorize the Chair to sign Legal Services Agreement between County of Plumas and Robert McIlroy, Attorney to provide court-appointed counsel to conservatees pursuant to §5365 of the Welfare and Institutions Code

B) COMMUNITY DEVELOPMENT COMMISSION

- 1) Authorize reimbursement of \$1,800 to Community Development Commission for expenses paid relating to the administration of the County's Revolving Loan Fund (RLF) for FY 2015-2016 from the County's RLF Unrestricted Fund 35 held and administered by the Community Development Commission
- 2) Authorize Community Development to charge expenses relating to the administration of the County's RLF for FY 2016-2017 directly to the County's RLF Unrestricted Fund 35

C) AGRICULTURE/WEIGHTS & MEASURES

Approve and authorize the Chair to sign Agreement of \$17,387 between CDFA and County of Plumas for noxious weed control; approved as to form by County Counsel

D) PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Director of Public Health to sign a letter to cancel the Memorandum of Understanding with Plumas County Community Development Commission to provide space for the Senior Nutrition Program; discussion and possible action
- 2) Approve and authorize the Chair to sign a letter authorizing Plumas County Public Health Agency to apply for the California State Association of Counties Challenge Awards competition; discussion and possible action

2. DEPARTMENTAL MATTERS

A) MENTAL HEALTH – Robert Brunson

Approve budget transfers in the amounts of \$ 11,300 from Budget Unit 70574, Line Item 540110 to be dispersed to Budget Unit 70574, Line items 51020, 520201, 520300, 520400, 523800, 524430 & 527802; and \$ 3,500 from Budget Unit 70569, Line item 521230 to Budget unit 70569, Line item 51060, due to unexpected expenses and increased on call for FY 15/16; discussion and possible action

B) PUBLIC HEALTH AGENCY – Mimi Hall

- 1) Continued from June 14, 2016, approve and authorize the Chair to sign Agreement Amendment Number PCPHA2016ELLIS-1 with Ellis Planning Associates, Inc. of \$16,166 for development of a strategic plan; discussion and possible action
- 2) Approve supplemental budget of \$3,531 in Budget Unit 20830 Senior Nutrition for receipt of additional funding from Lassen-Plumas-Sierra Community Action Agency; discussion and possible action; **four/fifths required roll call vote**
- 3) Approve use of fund balance of \$1,980,000 in Budget Unit 70558 MAA Medi-Cal Administrative Activities; discussion and possible action; **four/fifths required roll call vote**

C) FACILITY SERVICES – Dony Sawchuk

- 1) Approve Lease Agreement between Sierra Nevada Conservancy and Plumas County for office space at the One Stop Permit Center building, Quincy; approved as to form by County Counsel; discussion and possible action
- 2) Authorized the purchase of one 2005 Service Truck. Chevy 3500, 4-Wheel Drive, Utility Service Body of \$21,524.38 and authorize the Director of Facility and Airport Services to sign all related documents; discussion and possible action

D) LIBRARY – Lynn Sheehy

Report and update by Lynn Sheehy, County Librarian regarding Library matters and activities

3. BOARD OF SUPERVISORS

- A. Approve and authorize the Chair to sign Employment Agreement between County of Plumas and Doug Carver for services in the capacity as a transition consultant to the new Chief Probation Officer, effective June 21, 2016; discussion and possible action
- B. Approve and authorize the Chair to sign "Board of Supervisors Policy for Agenda Preparation and Submittal" as amended; discussion and possible action
- C. Discussion and possible action regarding request of Sierra Valley Groundwater Management District for a bridge loan from Plumas County and help with the upcoming 218 election concerning management charges
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

1:00 P.M. **AFTERNOON SESSION**

4. BOARD OF SUPERVISORS

- A. Report and update by Susan Scarlett, Budget Consultant on the FY 2015-2016 Budget and year-to-date actuals; discussion and possible action
- B. Report and update by Susan Scarlett, Budget Consultant on the FY 2016-2017 Budget; discussion and possible action
- C. Discussion and possible action regarding Administrative and Budgetary Controls Consistent with Government Code §29092 and 29125, during Fiscal Year 2016-2017
- D. Adopt **RESOLUTION** adopting the Recommended Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2016-2017, in Accordance with Government Code §29064; and continue the FY 2015-2016 Administrative & Budgetary Controls. **Roll call vote**

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Initiation of litigation pursuant to Subdivision (c) of Government Code section 54956.9 (one case)
- B. 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
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - Amy Granat, et al., Plaintiffs, v. United States Department of Agriculture, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:15-cv-00605 MCE-DAD (Plumas National Forest Travel Management Plan)
- 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; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, July 05, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California

*Adjourn Meeting
in Memory of
Matthew James Settlemire*

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PLUMAS SUPERIOR COURT
AND THE
COUNTY OF PLUMAS
2016/2017 FISCAL YEAR**

PARTIES

Plumas Superior Court (hereinafter "Court") and the County of Plumas (hereinafter "County") agree to be bound by the terms and conditions of this Memorandum of Understanding (hereinafter "MOU"). The purpose of this MOU is to implement to the provisions of the Lockyer-Isenberg Trial Court Funding Act of 1997 (AB233).

PREAMBLE/GENERAL GUIDELINES

Assembly Bill 233 (Chapter 850, Statutes of 1997) became effective January 1, 1998, retroactive to July 1, 1997. AB233 recognizes the necessity to provide fiscal independence to the Courts as a constitutionally separate branch of government, while at the same time relieving the County of the financial responsibility of funding trial court operations as defined by California Rules of Court, Rule 10.810.

Because of the long-standing relationship between the County and the Court, it is recognized that issues beyond day-to-day Court operations will have to be resolved over time. The basis of this MOU is to articulate the relationship between the County and the Court regarding the matters addressed herein. It is the intention of the County and the Court that this implementation process will be conducted in a spirit of cooperation and mutual respect.

Though the enactment of the Lockyer-Isenberg Trial Court Funding Act of 1997 created a new relationship regarding certain funding issues, it did not resolve all financial constraints placed on the County and the Court regarding their respective operations. Furthermore, the Act was not intended to sever the interdependent relationship between the County and the Court and the need for the County and the Court to work together on many issues that may involve both entities. The primary purpose of this MOU is to establish a framework for the County and the Court to address, in a positive and constructive manner, the financial and interdependent issues affecting both parties and the need for better cooperation between the County and the Court to continue to successfully carry out their respective obligations to the Plumas County citizens.

The Court and the County base this MOU on the laws in existence on the date of its implementation. Because the full degree of State involvement in Court operations has not yet been fully addressed, these laws are expected to be amended from time to time as circumstances dictate, and unanticipated events may occur that have not been addressed in this MOU.

If and when those amendments and/or events occur, the parties commit to further negotiation to promptly address the impacts of any such amendments and/or events so that these impacts are resolved in a manner that is fair and reasonable to both parties and does not in any, way, shape, manner or form undermine the primary purpose of this MOU.

This MOU is intended to be fair, mutually beneficial and equitable to both parties. To the extent that it realizes this intent, it shall serve as a framework for future agreements between the Court and the County. To the extent that this MOU does not achieve this intent, the parties express their joint willingness to revisit the terms of this MOU to determine if the MOU can be amended so as to result in greater fairness, mutual benefits and equitable terms to both parties.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed between the Court and the County as follows:

1. TRIAL COURT OPERATIONS FUND

- 1.1 Pursuant to Government Code §77009, the County has established a trust and agency fund for Trial Court Operations (Fund 7001).
- 1.2 Fund 7001 is not an operating fund of the County.
- 1.3 For fiscal year 2016/2017, interest received by the County, which is attributable to investment of Court funds, shall accrue to the designated Court Fund 7001.

2. CHARGES FOR COUNTY PROVIDED SERVICES

- 2.1 Pursuant to Government Code § 71009 et seq., the County may charge the Court for services provided by the County, including indirect costs; if allowed under Rule 10.810 and Government Code § 77003. Charges assessed to the Court for these County-provided services will be consistent with the rates charged to other County departments and special districts for the same or similar services. All charges to the Court by County must be approved and signed off by the Presiding Judge, or his or her designee, before a transfer of funds is completed. Payment for County-provided services will not be unreasonably withheld by the Court.

The County and the Court agreed in the 1999/00 Memorandum of Understanding between the Plumas Superior Court and the County of Plumas, entered into on June 20, 2000, that fiscal year 1999/2000 would be the last fiscal year in which the County could charge the Court for County-provided services using the costs contained in the County-Wide Cost Allocation Plan (COWCAP), prepared in accordance with OMB A-87 (indirect charges).

- 2.2 Direct Charges. Direct charges include the costs of direct services that County departments provide to the Court. These goods and services reflect current charges, unlike the lagging costs of indirect services reflected in the Cost Allocation Plan. The Court agrees to pay to County the following maximum amounts indirect charges for fiscal year 2016/2017, and County shall provide Court, consistent with at least the level of services provided in the 2015/2016 fiscal year, or as otherwise detailed in the service description under the following department for the following services:
 - a. **Auditor/Controller.** The Court will maintain only one fund with the County for the purpose of receiving and transferring revenue from the County. This section expressly disregards costs for auditing services as the

Auditor-Controller will no longer perform these functions on behalf of the Court. The Auditor will issue one check to the Court for the balance in Fund 7001 at the end of each month. Any special services provided by the Auditor to the Court, at the Court's written request, will be billed separately at the composite rate of \$35.00 per hour.

b. **Information Technology.** On or before June 30, 2016, the Court will pay the County the sum of \$373.00 for services for the period July 1, 2016, through June 30, 2017, as follows:

70276 Trial Courts	Connections	Mo. Fee	Months	Cost	Total
System Access Fee	1	\$31.83	12	\$381.96	\$381.96
Total Annual Cost					\$381.96

c. **Janitorial/Facility Services.** The Plumas County Sheriff's Office, Correctional Center, shall provide the Court all custodial services, labor, materials, equipment and supplies required to maintain the Court's allocated building spaces at the Historic Quincy Courthouse in a clean and healthful manner. On or before June 30, 2016, the Court will pay the County the sum of \$8,299.00 for the period July 1, 2016; through June 30, 2017. The Court and Plumas County Sheriff's Office agree that costs for the provision of these services (two days per week as set forth in the written Cleaning Bid agreed to by the Plumas Superior Court and the Plumas County Sheriff's Office) during fiscal-year 2016/2017 will be a maximum \$8,299.00. If the level of service changes during the term of this MOU, the payment for services will be adjusted accordingly. The Plumas County Sheriff's Office will provide a reconciliation of the annual cost and send the court an invoice for the fourth quarter. Requests made by the Court to Plumas County which exceed the obligations under existing agreements with the Court shall be paid for by the Court at an agreed upon hourly rate, plus the cost of materials. Unless otherwise agreed to by the parties, this hourly rate shall be \$55.00 dollars per hour.

d. **Postage Costs.** On or before June 30, 2016, the Court shall make a deposit in the amount of Five Thousand Dollars (\$5,000) to be applied to Total Postage Charges for the 2016-17 fiscal year. Additionally, any prepaid funds not used by the Court during the 2015-16 fiscal year shall be carried-over and credited to the Court's postage account for use in the 2016-17 fiscal year. "Total Postage Charges" shall be defined as the actual costs of postage, including a surcharge for postage machine lease and supplies, based upon the percentage of use by the Court in relation to the overall use of the machine, and supplies that may be provided by the County to Court on a monthly basis. County shall bill the Court for Total Postage Charges on a monthly basis. The amount of each monthly billing shall be deducted by the County from the amount of the prepaid deposit. If a credit remains at the end of the fiscal year, the County shall refund the over payment to the Court within thirty (30) days of the end of the fiscal year. If an amount is due for Total Postage Charges, the Court shall remit payment within thirty (30) days of the date of the invoice provided by the County. The Court shall provide a

two week advance notice to the County of bulk mailings in order to assure postage availability. Any mailing which requires the expenditure of one thousand dollars (\$1,000) or more of postage is considered a bulk mailing.

- e. **Miscellaneous Employee Benefits.** The Employee's Assistance Program annual charge totals \$356.40 based on the FTE of 11 positions. The charge for additional FTE's shall be \$2.70 per month per person. On or before June 30, 2015, the Court will pay to the County the sum of \$356.40. In the fourth quarter any adjustments to actual cost will be made.
- f. It is the responsibility of the County to let the Court know if fourth quarter adjustments are necessary for any of the applicable payments by July 15, 2017.

2.3 **Dual Service Provider.** When a County employee provides the same or similar Services to both Court and County and such Services to Court are billed to Court on an hourly basis pursuant to this Memorandum, such employee shall record the exact amount of time he or she spent on Trial Court Operations. County shall only bill Court for the employee's actual time spent on Trial Court Operations.

2.4 **Verification.** In the event of a request by the Presiding Judge or Designated Officer for additional back-up information regarding any Service being billed or the amount charged, County shall provide such backup within fifteen (15) days of such request. Court and the California Judicial Council Staff shall also have the right to review or audit the records of County, in order to assure compliance with the terms of the Memorandum, Government Code Section 77212 and the California Judicial Council Accounting Standard Number 6.1.1(7).

3. FACILITIES

3.1 Subject to the terms and conditions of the Historic Courthouse MOU for the Quincy Courthouse between the County, the Court and the Judicial Council of California, Administrative Office of the Courts, dated February 25, 2007, and the Memorandum of Understanding No. FY06/Bldg. 32-A/Construction (New Courtroom Project) Regarding Construction Project at Quincy Courthouse between the County, the Court and the Judicial Council of California, Administrative Office of the Courts, dated July 25, 2007 (New Courtroom MOU), the County recognizes its obligation, pursuant to Government Code §70311, to provide to the Court necessary and suitable facilities with respect to the Quincy Courthouse. The Court will provide notice of any facility deficiencies at the Quincy Courthouse and in determining whether such facilities are necessary and suitable, the reasonable needs of the Court and the fiscal condition of the County shall be taken into consideration. The County will consult with the Court regarding the adequacy and design of space prior to construction, relocation or alteration of the Quincy Courthouse. The Court will not alter space in the Quincy Courthouse in any way without prior authorization from the County Administrative Officer, or in the absence of a County Administrative Officer, the Chairperson of the County Board of Supervisors. If denied, the Court can take the issue to the Board of Supervisors.

It is the intent of the County to prepare a transition plan for ADA improvements, for all County facilities, including the Quincy Courthouse. In preparing the ADA transition plan, the County will allow the Court the opportunity to provide information to be included in the ADA transition plan. The County reasonably believes that the ADA transition plan will be completed within the next two to three fiscal years. And the County will begin implementation of the transition plan once it is completed with no cost to the Court. In addition to the above, the Parties shall continue to have responsibilities for ADA issues to the extent that such responsibilities are set forth in the New Courtroom MOU.

4. COURT-RELATED FUNDS ADMINISTERED BY COURT

- 4.1 The following fund is designated for the exclusive use and control by the Court. Interest earned on balances shall be deposited directly into the following fund under the Court's control.
 - Fund 7001– P.C. Trial Courts

5. REVENUE DISTRIBUTION

- 5.1 All revenue and civil assessments; collected shall be distributed as required by law.

6. INDEMNIFICATION

- 6.1 In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Court and the County pursuant to Government Code section 895.6 to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata; but instead the County and the Court agree that pursuant to Government Code section 895.4, each of the two affected parties shall fully indemnify, hold each of the other parties, their officers, judges, subordinate judicial officers, board members, agents, representatives and employees harmless and defend the other party, its officers, judges, subordinate judicial officers, board members, agents, representatives, and employees from any and all claims, demands, damages, costs, expenses or liability costs including attorney fees, that arise out of, or are alleged to arise out of, or are in any way connected with or incident to the duties or obligations of the indemnifying party, its officers, judges, subordinate judicial officers, board members, employees, representatives, or agents. No party, nor any officer, judge, subordinate judicial, officer, board member, employee, representative or agent thereof will be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of an indemnified party under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this Agreement, subject to and consistent with the rights and, obligations of the parties set forth in the Law Enforcement Act.

7. TERM AND TERMINATION

- 7.1 The term of this MOU shall be from July 1, 2016 to June 30, 2017, but may be extended in writing thereafter until a new MOU is executed.
- 7.2 If either the Court or County desires to terminate any or all of the services contained within this MOU, written notice shall be given at least ninety (90) days prior to the end of the fiscal year, (i.e. by April 1) or less if by mutual written agreement, to be effective the first day, of the succeeding fiscal year, or earlier, if by mutual written agreement.
- 7.3 Vital Services. Pursuant to California Government Code Section 77212(b), if County elects to terminate a Service to Court, County shall cooperate with Court to ensure that, if said Service is a vital service for Court, it shall be available from other entities that provide such Services. Court understands and agrees that payment for such vital services shall be the responsibility of Court. Notice must be given at least 90 days prior to the end of the fiscal year and shall be effective only upon the first day of the succeeding fiscal year (Govt. Code 77212).

8. NOTICES

- 8.1 All notices and demands of any kind which either party may require to serve on the other in connection with this MOU must be served in writing either by personal service or sent by first class mail, postage prepaid and addressed as follows:

If to County: Chairperson
Plumas County Board of Supervisors
520 Main Street
Courthouse, Room 309
Quincy, California 95971

With a Copy to: County Counsel
County of Plumas
520 Main Street
Courthouse, Room 301
Quincy, California 95971

If to Court: Presiding Judge
Plumas Superior Court
520 Main Street
Courthouse, Room 104
Quincy, California 95971

With a Copy to: Court Executive Officer
Plumas Superior Court
520 Main Street
Courthouse, Room 104
Quincy, California 95971

9. INDEPENDENT CONTRACTOR

9.1 **Independent Contractor.** County, with its departments as its agents, shall perform this Memorandum as an independent contractor, exercising due care and providing the Services with such skill that is customary for providers of such Services. County and the officers, agents and employees of County are not, and shall not be deemed, Court employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Court employees. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this Memorandum shall be performed; provided, however, that Court may monitor the work performed. Court shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to, amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments for County employees who perform services for Court pursuant to this Memorandum.

10. DISPUTE RESOLUTION

10.1 Continuation of Services. Whenever County and Court disagree as to any matter governed by this Memorandum, the dispute resolution process discussed in this Section 10 shall govern. Until the dispute is resolved, County may continue to provide the Services and Court, if County continues said Services, shall continue to make payment therefore as set forth herein. If County elects not to continue to provide said Services due to circumstances beyond County's control or due to financial considerations which result from State funding limitations, Court may elect to seek replacement services.

10.2 Request for Meeting. If after thirty (30) days, Court and County cannot resolve any dispute; either Party may give the other Party a written request for a meeting between the Court Executive Officer and the County Administrative Officer (or, in the absence of a County Administrative Officer, the Chairperson of the Board of Supervisors) for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) days of the receipt of such request. If the meeting fails to occur or fails to resolve the disagreement, nothing in this Memorandum shall preclude the Parties from exercising their legal remedies.

10.3 Resolution of Disputes. Any disputes between the Parties regarding the interpretation or performance of this Memorandum that are not resolved under Section 10.2 above, shall be resolved by submission of the dispute to non-binding mediation.

10.4 Jurisdiction and Venue. If a dispute between the Parties regarding the interpretation or performance of this Memorandum is not resolved under Section 10.3 above, either Party may bring legal action to interpret or enforce this Memorandum in the Superior Court of California, County of Plumas. In the event

that such legal action is taken by either Party, the judges for the Superior Court of California, County of Plumas shall recuse themselves from hearing the case. The Judicial Council of the State of California shall appoint a judge from another jurisdiction within the State to preside over any legal action brought to interpret or enforce this Memorandum.

11. FULL AGREEMENT

11.1 This Memorandum of Understanding represents the entire agreement between the Court and County on matters specifically addressed by the terms of this MOU.

Plumas Superior Court:

By 
IRA KAUFMAN
Presiding Judge

Date: 6/7/16

County of Plumas:

By _____
SHERRIE THRALL, Chairperson
Board of Supervisors

Date: _____

Approved as to form:

By _____
R. Craig Settlemire, County Counsel

[Redacted]

IK Court Initials

1/12/16

LEGAL SERVICES AGREEMENT

This Agreement is made between Robert McIlroy, (hereafter referred to as Attorney) and Plumas County, a political subdivision of the State of California, (hereafter referred to as County).

WHEREAS, the purpose of this Agreement is to provide court-appointed counsel to conservatee who fall within the provisions of Section 5365 of the Welfare and Institutions Code and sections, 1470, 1471, 1823(b)(6) and section 1826(g) of the Probate Code and also specifically includes appointment for dementia cases and guardianship cases in the same capacity.

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** The term of this Agreement commences July 1, 2016 and shall remain in effect through June 30, 2017, unless terminated earlier pursuant to this Agreement.
2. **LEGAL SERVICES.** Attorney will provide the following services:
 - A. Attorney shall represent conservatee as appointed by the Court through all trial court proceedings in Welfare and Institutions Code Section 5365 and Probate Code Sections 1470, 1471, 1823(b)(6) and 1826(g) actions up to the appointment of appellate counsel, if applicable. Attorney shall also accept appointment in guardianship and dementia cases in the same capacity.
 - B. Attorney shall appear at all hearings, upon notice by the Public Guardian or County Counsel of such hearings.
 - C. When an L.P.S. or Probate conservatorship is set for a hearing or reappointment, Attorney shall meet with each conservatee living in Plumas County, at least thirty (30) days prior to the court date to explain to the client his/her options and explain the court procedure. Public Guardian or Mental Health staff will assist in providing transportation for in-town and out-of-town clients and meeting space, if requested by Attorney.
 - D. Attorney shall notify Public Guardian and/or Mental Health staff at least two (2) weeks in advance of the hearing as to the conservatee's wishes with regard to his/her court hearing so that staff can arrange transportation and be ready to accompany conservatee to court, if so requested.
 - E. Attorney shall make phone calls or have face-to-face meetings with each appointed conservatee, at approximately six month intervals to answer any questions, concerns or complaints the conservatee has with the present

placement. (It is important that Attorney and conservatees have regular contact so they become familiar with one another and conservatees are aware they have legal representation when hearings occur.)

F. Attorney shall be available for phone contact from conservatees or staff from Mental Health and Public Guardian as well as family when a new conservatorship is being established, should problems or questions arise in regards to the conservatorship.

3. **INDEPENDENT CONTRACTOR.** Independent Contractor: a) Attorney is an independent contractor and not an agent, officer, or employee of County. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association; b) Attorney shall have no claim against County for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence; and c) Attorney is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

3. **STATEMENTS AND COMPENSATION.** Attorney shall provide a monthly invoice to the Plumas County Counsel's Office, 520 Main Street, Room 301, Quincy, CA 95971 which shall include a statement as to caseload information and the number of hours spent on each case per month. Attorney's statement shall contain sufficient information and detail to support an application pursuant to Probate Code section 1472 and 2647 for the determination of the ability to pay attorney's fees by the conservatee or the conservatee's estate. Where the conservatee's estate appears sufficient, County will initiate the applications pursuant to Probate Code sections 1472 and 2647 to determine the conservatee's ability to pay Attorney's fees and shall include 1) a request that the County be reimbursed for fees paid Attorney, and 2) that Attorney be allowed a reasonable fee at his customary rate of \$125.00 per hour, less any amounts paid by County.

Attorney shall be compensated at the rate of Eight Hundred Sixty-Two Dollars and Fifty Cents (\$862.50) per month. In the case of a contested trial lasting more than two days, commencing on the third day Attorney will be compensated at the hourly rate for conflict appointments in criminal cases. To the extent that work on guardianship and dementia cases exceeds 13.25 hours in any given calendar month, Attorney will be entitled to the same hourly compensation for excess hours worked.

4. **TERMINATION.** Either party may terminate the terms and conditions of this Agreement upon written notice in a timely manner, provided that Attorney will not cease to represent clients until and unless relieved of appointment by the Superior Court.

COUNTY OF PLUMAS, a political subdivision of the State of California

Chair, Board of Supervisors

Date: _____

ATTORNEY

Robert D. McIlroy, Attorney At Law
P.O. Box 3136
Quincy, CA 95971

Date: 05-31-16

APPROVED AS TO FORM

R. Craig Settlemire, County Counsel

Date: _____

BOARD AGENDA REQUEST FORM

IB

Department: PCCDC - County Revolving Loan Fund

Authorized Signature: S. Montgomery
Board Meeting Date: 6/21/2016
Request for 0 minutes for presentation

Consent Agenda: Yes No

(If a specific time is needed, please contact the Clerk of the Board directly.)

Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Request authorization to reimburse Plumas County Community Development Commission (PCCDC) for expenses they paid relating to the administration of the County's Revolving Loan Fund (RLF) in the 2015/16 fiscal year, not to exceed \$1,800.00 from the County's RLF Unrestricted fund 35 held and administered by PCCDC.

B. Request authorization for PCCDC to charge expenses relating to the administration of the County's RLF for the 2016/17 fiscal year directly to the County's RLF Unrestricted fund 35.

C. _____

Review by Necessary Departments:

I have had this item reviewed by:

The PCCDC Board of Commissioners.

If another department or the CAO is opposed to an agenda item, please indicate the objection:

Attached Documents:

Contracts/Agreements:

Three copies? (Y)/N
Signed? (Y)/N

Budget Transfers Sheets:

Signed? (Y)/N

Other: _____

Publication:

Clerk to publish on _____.

Notice attached and e-mailed to Clerk.

Notice to be published _____ days prior to the hearing. _____ (if a specific newspaper is required, enter name here.)

Dept. published on _____ (Per Code § ____). Copy of Affidavit Attached.

County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:
Yes: No: Not Applicable:

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

**Plumas County
Community Development
Commission**

Memo

To: Honorable Board of Supervisors

From: Shawn Montgomery, Finance Director

Date: 6/10/2016

Re: County's Plumas Revolving Loan Fund Unrestricted 35 (RLF) - Request to Reimburse Plumas County Community Development Commission (PCCDC) for 2015/16 Actual Expenses and Approval to Charge 2016/17 Expenses

Historically PCCDC has paid expenses, related to administration of the County's RLF, from its funds and then at year end has requested reimbursement from the County of Plumas' RLF unrestricted fund (managed by PCCDC).

We respectfully request the authorization to reimburse PCCDC for actual 2015/16 expenditures, in an amount not to exceed \$1,800.00.

These administration expenses are related to the software used to calculate interest and track what is owed (Lincoln Data), postage, recording fees, and public notices.

In addition, we also request authorization to pay 2016/17 expenses directly from the County's RLF.

Expenditure detail through April 2016 and a 2016/17 budget have been attached.

Thank you

Plumas County Community Development Commission & Housing Authority

Expanded General Ledger

28 - RLF Admin - Plumas

From 7/1/2015 Through 4/30/2016

GL Code	GL Title	Effective	Description	Debit	Credit
4184	Computer Expense	7/2/2015	Opening Balance	0.00	
4184	Computer Expense	10/1/2015	Lincoln Data - PRLF Computer E...	270.75	
4184	Computer Expense	1/19/2016	Lincoln Data - PRLF Computer E...	270.75	
4184	Computer Expense	4/1/2016	Lincoln Data - PRLF Computer E...	270.75	
			Transaction Total	<u>1,083.00</u>	<u>0.00</u>
Balance 4184	Computer Expense			1,083.00	
4190	Sundry - Administrative	10/26/2015	Opening Balance	0.00	
4190	Sundry - Administrative	11/20/2015	PettyCash - PRLF Sundry	21.00	
			AV Hardware - PRLF Sundry (PR...	12.09	
			Transaction Total	<u>33.09</u>	<u>0.00</u>
Balance 4190	Sundry - Administrative			33.09	
4197	Postage	10/26/2015	Opening Balance	0.00	
4197	Postage	3/31/2016	PettyCash - PRLF Postage	5.75	
			PettyCash - PRLF Postage	6.45	
			Transaction Total	<u>12.20</u>	<u>0.00</u>
Balance 4197	Postage			12.20	
4198	Public Notice/Advertising	7/30/2015	Opening Balance	0.00	
4198	Public Notice/Advertising	12/31/2015	FPublishing - PRLF Notice Pub	167.20	
			FPublishing - PRLF Notice Pub	235.20	
			Transaction Total	<u>402.40</u>	<u>0.00</u>
Balance 4198	Public Notice/Advertising			402.40	
			Balance 28 - RLF Admin - Plumas	<u>1,530.69</u>	<u>0.00</u>
Report				0.00	0.00
Opening/Current					
Balance					

PCCDC Custodial Activities - CDBG-USDA

Normal Trial Balance - Trial Balance

35 - Plumas RLF Unrestricted

From 7/1/2015 Through 4/30/2016

Account Code	Account Title	Debit Balance	Credit Balance
1112	Cash - RLF Savings	30,546.42	
1113	Cash - Custodial Checking	5,000.00	
2700	Net Position		38,329.36
3610	Interest Income		
1	Administration		29.01
4590	Administrative Expense		
1	Administration	2,811.95	
	Total 35 - Plumas RLF Unrestricted	38,358.37	38,358.37
<hr/>			
Report Total		38,358.37	38,358.37
<hr/>			
Report Difference			0.00
<hr/>			

PLUMAS REVOLVING LOAN FUND 35
2016/17 BUDGET

	16/17 Estimate	Example of uses
4184 Computer Exp	1,250.00	Lincoln data software
4190 Sundry	100.00	Office supply, document fees
4197 Postage	50.00	USPS -Certified mail
4198 Public Notice	600.00	Feather Publishing, public notices
	<hr/> <u>\$2,000.00</u>	



Tim W. Gibson
Agricultural Commissioner
Sealer of Weights & Measures
timgibson@countyofplumas.com

Plumas-Sierra Counties Department of Agriculture



lc

Agriculture Commissioner Sealer of Weights and Measures

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

Date: June 3, 2016
To: Honorable Board of Supervisors
From: Tim Gibson, Agricultural Commissioner/
Sealer of Weights & Measures
Re: CDFA Agreement #16-0344-SF

A handwritten signature of Tim Gibson.

Recommendation : Approve and authorize the Chair to sign Agreement #16-0344-SF between California Department of Food and Agriculture (CDFA) and Plumas County in the amount of \$17,387.

Background and Discussion: Overall project goal is on-the ground field work to control and eradicate non-native invasive weeds designated as noxious by the State of California. Areas that need control are found on both public and private land located in the Feather and Yuba Rivers Watershed Area in Plumas and Sierra Counties. These areas are in close proximity to federal land, and have the potential of spreading onto these forested areas through wind, water, and soil migration. Approved as to form by County Counsel.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

IDI

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: May 16, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for June 21, 2016

Recommendation: Approve and authorize the Director of Public Health to send a letter to cancel the Memorandum of Understanding with Plumas County Community Development Commission to provide space for the Senior Nutrition Program.

Background Information: For many years Plumas County Public Health Agency (PCPHA) has contracted with Plumas County Community Development Commission to provide space for the Greenville Senior Nutrition Lunch Program.

Effective July 1, 2016 the Senior Nutrition Program will be moving to the American Legion Hall in Greenville.

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



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

102

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: May 16, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for June 21, 2016

Recommendation: Authorize the Chair of the Board to sign a letter authorizing Plumas County Public Health Agency to apply for the California State Association of Counties Challenge Awards competition.

Background Information: The California State Association of Counties 2016 Challenge Awards Competition recognized the innovative and creative spirit of California county governments as they find unique, effective and cost saving ways to provide programs and services to their citizens. This is a wonderful opportunity to spotlight our county's best practices while recognizing staff for innovations in county government.

Entries will be divided into four categories based on population: • Under 50,000 • 200,001 to 750,000 • 50,000 to 200,000 • 750,001 and above.

Only programs that are developed, managed or funded by a county department or agency are eligible. Multi-county programs are eligible. Programs that have previously received a Challenge Award cannot be entered again; Merit Award recipients are eligible. Judges will be looking for programs that are innovative, unique and replicable. To enhance our chances, county programs or projects submitted should be in existence for at least one year. All Challenge Award entries will be considered for special awards at the judges' discretion. These awards will not be subject to the population criteria.

A check payable to CSAC Challenge Awards must accompany EACH entry, which is \$75.00 per entry.

SA

June 21, 2016

David Liebler
Director of Public Affairs & Member Services
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 96814

RE: 2016 CSAC Challenge Awards

Dear Mr. Liebler,

The Plumas County Board of Supervisors is pleased to support Plumas County Public Health Agency's Application to enter the California State Association of Counties (CSAC) Challenge Awards Program for 2016.

Our county has been notified of the California State Association of Counties (CSAC) 2016 Challenge Awards program, and we are submitting one application for consideration by the Challenge Awards Judging Panel.

This entry is titled: 20,000 Lives: Working Together To Support Powerful and Lasting Change.

The County agrees to the program's requirements and responsibilities as set forth by CSAC for entering the awards program and has enclosed an entry fee check totaling \$75.00.

Signed,

Chair, Plumas County Board of Supervisors

PLUMAS COUNTY MENTAL HEALTH

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



JA

MEMO

DATE: JUNE 13, 2016
TO: HONORABLE BOARD OF SUPERVISORS
FROM: LOUISE STEENKAMP, INTERIM DIRECTOR *MR*
SUBJECT: CONSENT AGENDA ITEM FOR JUNE 21, 2016

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS: Approve budget transfers in the amounts of \$ 11,300.00 from Budget Unit 70574, Line Item 540110 to be dispersed to Budget Unit 70574, Line items 51020, 520201, 520300, 520400, 523800, 524430 & 527802; and \$ 3500.00 from Budget Unit 70569, Line item 521230 to Budget unit 70569, Line item 51060, due to unexpected expenses and increased on call for FY 15/16.

BACKGROUND AND DISCUSSION: A transfer is requested due to an increase in On Call activity this fiscal year 15/16; and unanticipated costs for the Sierra House.

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, State and MHSA funds.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

JB2

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: May 16, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for June 21, 2016

Recommendation: Approve the attached Supplemental Budget in Budget Unit 20830 Senior Nutrition in the amount of \$3,531.50 from Lassen-Plumas-Sierra Community Action Agency.

Background Information: As the Board is aware Plumas County Public Health Agency provides senior nutrition services at four sites throughout the county. The Senior Nutrition Program provides Congregate and Homebound Meals. Plumas County has twice the state rate of seniors age 60 and above, many of whom are interested in Senior Nutrition Services.

At this time the Board is requested to approve a Supplemental Budget and unanticipated revenues of \$3,531.50 from Lassen-Plumas-Sierra Community Action Agency in Budget Unit 20830 for Senior Nutrition. These funds will be used to provide additional; meals to the seniors in Plumas County.

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



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

2B3

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: May 16, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for June 21, 2016

Recommendation: Approve the attached Supplemental Budget and Use of Fund Balance in Budget Unit 70558 MAA Medi-Cal Administrative Activities in the amount of \$1,980,000.00.

Background Information: Plumas County Public Health Agency serves as the Host Entity for California's statewide Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) programs. As the Host Entity, the Agency is the fiscal and administrative agent between California Department of Health Care Services (DHCS) and the Local Government Agency MAA-TCM Consortium (LGA Consortium). In this role, Plumas County Public Health Agency carries out the administrative and fiscal operations as voted on by Consortium members and directed by the Executive Committee. The funds Plumas County manages on behalf of the statewide LGA Consortium are budgeted in Budget Unit 70558.

In Fiscal Years 2015-2016, Plumas County Public Health Agency budgeted \$1,734,000.00 to pay invoices to DHCS on behalf of Consortium members, which is the amount reflected in an Agreement with DHCS. However, DHCS, due to staffing shortages, did not provide an invoice for any quarters of 2014-2015 until November of the 15-16 fiscal year, so the funds budgeted for this expenditure in 2014-2015 have not been spent and appear as cash in the fund balance. Although the cash is available, the 2015-2016 budgeted expenditure is currently only for the 2015-2016 invoices. Although we expected to receive invoices a fiscal year in arrears, as has been the practice of DHCS in the past, this year, we have already received invoices for the first 3 quarters of the fiscal year.

At this time, Plumas County Public Health Agency is requesting to approve a supplemental budget and Use of Fund Balance of \$1,980,000.00 in Budget Unit 70558 to pay participation fees on behalf of the LGA Consortium to DHCS. None of these funds are Plumas County funds, and all revenues and expenditures are approved by the LGA Consortium Executive Committee.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: **PH MAA Administration** Dept. No. 70558 Date 6/7/2016

The Reason for this request is (check one):

- A. _____ Transfer to/from Contingencies OR between Departments
- B. _____ Supplemental Budgets (including budget reductions)
- C. _____ Transfers to/from or new Fixed Asset, out of a 51XXX
- D. _____ Transfer within Department, except fixed assets, out of 51XXX
- E. _____ Establish any new account except fixed assets

Approval Required

Board
Board
Board
Auditor
Auditor

TRANSFER FROM OR

SUPPLEMENTAL REVENUE ACCOUNTS

UNBUDGETED REVENUE)

FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0015M	70558		Fund Balance Available	\$ 1,980,000.00
			Total (must equal transfer total)	\$ 1,980,000.00

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0015M	70558	521900	Professional Ser	\$ 1,980,000.00
			Total (must equal transfer total)	\$ 1,980,000.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support request.



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

dc1

Dony Sawchuk
Director

Board Date: June 21, 2016

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: Approve Lease Agreement between Sierra Nevada Conservancy and Plumas County for office space in the One Stop Permit Center building.

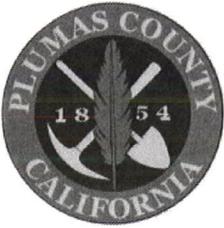
Background

The Department of Facility Services has negotiated a lease agreement with Siearra Nevada Conservancy for a single, 156 square foot office space in the One Stop Permit Center. The rent will be \$279.24 per month with a yearly escalation to the rent of 2.5%. Further details of the terms and conditions can be found in the agreement.

Recommendation

Approve Lease Agreement between Sierra Nevada Conservancy and Plumas County for office space in the One Stop Permit Center building.

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



DEPARTMENT OF FACILITY & AIRPORT SERVICES

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

DC2

Dony Sawchuk
Director

Board Meeting: June 21, 2016

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: **Authorized the purchase of one 2005 Service Truck, Chevy 3500, 4-Wheel Drive, Utility Service Body at \$21,524.38 and authorize the Director of Facility and Airport Services to sign all related documents. Price includes all State documentation, fees, tax and licensing.**

Background

Facility Services has found a used, single owner, well maintained service vehicle for purchase by the department. Facility Services has completed a comprehensive search for the right vehicle using vehicle cost and condition as a factor and has kept within its allotted budget for purchase. We believe we have found a vehicle well suited for our use and at the best possible price for its condition. The cost for a new model service vehicle similarly equipped is approximately \$65,000.

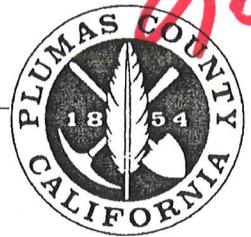
Recommendation

Authorized the purchase of one 2005 Service Truck, Chevy 3500, 4-Wheel Drive, Utility Service Body at \$21,524.38 and authorize the Director of Facility and Airport Services to sign all related documents. Price includes all State documentation, fees, tax and licensing.

Purchase agreement has been reviewed by County Counsel

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242
lynnsheehy@countyofplumas.com • www.plumaslibrary.org



*Lynn Sheehy
County Librarian*

DATE: June 13, 2016

TO: Honorable Board of Supervisors

FROM: Lynn Sheehy, County Librarian

RE: AGENDA ITEM FOR June 21, 2016

SEMI-ANNUAL COUNTY LIBRARY REPORT

County Librarian Lynn Sheehy will present a report concerning library circulation statistics, a high speed broadband initiative taking place in California public libraries, the digitization of approximately 300 reels of Plumas County newspapers, the popular Zip Book Program, and a Plumas County Literacy update.

EMPLOYMENT AGREEMENT

This Agreement is entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and DOUG CARVER, hereinafter referred to as "CONTRACT EMPLOYEE," for the provision of services to the COUNTY in the capacity as a transition consultant to the Chief Probation Officer.

This Agreement is made with reference to following facts and circumstances:

- A. CONTRACT EMPLOYEE has had extensive experience and knowledge concerning the operation of a county probation department having served as the Chief Probation Officer of Nevada County, California, from November 2002 until his retirement in good standing in May 2012.
- B. CONTRACT EMPLOYEE previously assisted COUNTY as Acting Chief Probation Officer from June 2013, to January 2014 while a prior incumbent was on extended paid leave, and from April 11, 2016, to June 19, 2016, while County recruited a new chief probation officer after the chief probation officer left Plumas County employment for a position with another county.
- C. Effective June 20, 2016, County has appointed a new Chief Probation Officer.
- D. As a result of his service in Nevada County, CONTRACT EMPLOYEE is a "retired annuitant" with the California Public Employees Retirement System ("CalPERS").
- E. Consistent with the rules applicable to a retired annuitant, CONTRACT EMPLOYEE is willing and able to provide services to COUNTY in facilitating the transition to a new chief probation officer by providing the new chief probation officer with information on work in progress, personnel resources and needs, probation office policies and procedures, and other consulting services that will assist with the new chief probation officer's orientation.

The parties agree as follows:

1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services facilitating the transition to a new chief probation officer by providing the new chief probation officer with information on work in progress, personnel resources and needs, probation office policies and procedures, and other consulting services that will assist with the new chief probation officer's orientation, and such other duties as may be assigned.

2. TERM

The term of this Agreement shall be from June 21, 2016 through July 21, 2016, but may be terminated sooner upon the occurrence of any of the following:

a. CONTRACT EMPLOYEE has worked the maximum number of hours permitted to be worked by a retired annuitant of the California Public Employees Retirement System.

b. This Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least seven (7) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a seven (7) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may 'buy-out' any part of the seven-day notice period, by providing the equivalent of 40 hours earnings, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE. At COUNTY's option, severance may be paid bi-weekly for the remainder of the notice period, or in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

1. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
2. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
3. Gross insubordination.
4. Misappropriation or theft.
5. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board), County Administrative Officer (CAO), or Presiding Judge of the Plumas County Superior Court.
6. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, Contract Employee shall immediately cease providing service pursuant to this contract and will not be provided the severance pay described above.

4. SALARY; EXPENSE REIMBURSEMENT

CONTRACT EMPLOYEE shall be considered an "extra-help" employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. CONTRACT EMPLOYEE shall be paid at the hourly rate of Fifty and No/100s dollars (\$50.00). In addition, CONTRACT EMPLOYEE shall be reimbursed for Contract Employee's temporary relocation, lodging, travel from his principle residence, and related expenses incurred to be available for work in Plumas County, such reimbursement not to exceed Seven Hundred Dollars (\$700) per calendar month with any partial month to be prorated.

5. PERFORMANCE EVALUATION

[Not Applicable.]

6. BENEFITS

As an "extra-help" employee and a CalPERS retired annuitant, CONTRACT EMPLOYEE will not receive the benefits package as is received by the County's appointed department heads under the Personnel Rules and other county policies.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures.

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

10. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief, to which such party may be entitled.

11. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that he has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that he shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

13. ENTIRE AGREEMENT

This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument, and have had the opportunity to consult with legal counsel prior to entering into this Agreement. Each warrants that it has either so consulted with legal counsel of its choice, or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to The Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St., Room 301, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

18. REPORTING

CONTRACT EMPLOYEE will report to the Chief Probation Officer of Plumas County.

19. GENERAL PROVISIONS

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

20. EFFECTIVE DATE

This Agreement shall be effective on June 21, 2016, (the "Effective Date") if approved and signed by both parties.

21. SIGNATURES

COUNTY:

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

By _____
Sherrie Thrall, Chair
Plumas County Board of Supervisors

Dated: _____

CONTRACT EMPLOYEE:

DOUG CARVER
"Contract Employee"

Dated: _____

ATTEST:

Nancy DaForno,
Clerk of the Board of Supervisors

Dated: _____

_____ COUNTY Initials

APPROVED AS TO FORM:

R. Craig Settlemire
Plumas County Counsel

Dated: _____

[Y:\CONTRACTS\EMPLOYMENT CONTRACTS\PROBATION -- CONSULTANT FOR TRANSITION -- CARVER 20160621 REDLINED.DOC]



**PLUMAS COUNTY
BOARD OF SUPERVISORS' POLICY
FOR AGENDA PREPARATION AND
SUBMITTAL**

(ADOPTED BY THE BOARD OF SUPERVISORS ON _____, 2016)

THIS POLICY is adopted by the Plumas County Board of Supervisors pursuant to Government Code Section 25003, "The board may make and enforce rules and regulations necessary for the government of the board, the preservation of order, and the transaction of business."

I. INTRODUCTION AND GOALS OF AGENDA REVIEW PROCESS:

The importance of proper preparation and submittal of agenda items is that it assists the Board to be able to review items prior to the meetings, ensures that items before the Board have been reviewed by involved departments, and ensures that the Board's conduct of business is in compliance with Open Meeting Act (i.e. "Brown Act). At the meeting in which the item is considered, the Board should be provided with complete and accurate backup material. In addition, matters placed before the Board of Supervisors should stand on their own in the public record. Years from now when a member of the public is researching the Clerk's records and locates a Department's board item and supporting materials, the issue should be self-explanatory and complete.

II. DEADLINES:

- A. **"Regular Meetings:"** Regular meetings of the Board of Supervisors are held the first, second, and third Tuesdays of a calendar month.¹ The deadline to place an item on the agenda for a *regular* board meeting is the Monday at 12:00 noon a week prior to the meeting. If the Monday deadline falls on a holiday, the deadline is then the Friday before the holiday.
- B. **"Special Meetings:"** For special meetings, the times vary and you should check with the Clerk of the Board.
- C. **"Urgency" Items:** If your matter is "urgent", meaning that the need for Board action was discovered after the submittal deadline and that the item cannot wait until the next Board meeting, then complete the Agenda Request Form and add in the background information why the matter is urgent (provide all relevant detail please.) Provide this to the Clerk of the Board and receive instructions about what time you should be present at the Board meeting. After the posting of the agenda, and before the item can be added to the agenda, the Brown Act requires that Board make findings by a four-fifths vote that: 1) the need for action came to the attention of the agency (this includes any County employee or official) after the posting of the agenda; AND 2) the need for action cannot reasonably wait until the next regularly scheduled meeting.²

¹ See Plumas County Code section 2-1.101.

² Brown Act, at Government Code section 54954.2(b)(2)

III. HOW TO PLACE AN ITEM ON THE AGENDA:

- A. Submit a completed agenda request form to the Clerk of the Board. This form can be obtained from the Clerk. This form may also be downloaded from the County webpage at www.countyofplumas.com. Each form must be complete and must notice the Clerk of the Board that the request has been reviewed by all involved departments. For example, contracts, resolutions, and ordinances should be reviewed and approved as to form by the County Counsel's office; the Human Resources Director should review personnel matters; budget transfers by the Auditor's office, etc. These pre-meeting courtesy contacts with affected departments will avoid surprises both for you and for others. The Agenda Request Form, with original signatures, needs no additional copies.
- B. Submit the necessary backup. To assist the Board, there must be attached to the agenda request some background information in the form of a letter or memorandum.
 1. The memo should be directed to: "The Honorable Board of Supervisors." The memo should include at least the following elements:
 - a) Under a heading entitled "Recommendation," please provide a succinct description of the action you are asking the Board to take, and who needs to take the recommended action. For example: "Receive the report from the Health and Human Services Cabinet, and authorize the Social Services Director to submit the necessary grant application to fund the proposed consulting services."
 - b) Under a heading entitled "Background and Discussion" please describe
 - 1) the historical context of the requested action,
 - 2) why the action is timely;
 - 3) the financial impact to the County if the Board takes the recommended action, (for example, the dollar impact to the General Fund), and
 - 4) whether the Board has previously considered the action and when, and,
 - 5) any other relevant information.
 2. Please provide 13 copies along with your original backup information letter or memo, including any attachments to it. If an attached document is very lengthy, please provide one copy of the Clerk of the Board and mention in your background information that a copy is on file with the Clerk of the Board for public review.
 3. All supporting backup material shall be submitted to the Clerk of the Board with the required agenda request form by the deadline. Any supporting backup material submitted after the posting of the agenda will be held by the Clerk of the Board and the matter will be continued to the next regular meeting of the Board.

IV. SPECIAL INSTRUCTIONS FOR SPECIFIC TYPES OF AGENDA ITEMS:

These items require special processing before being placed on the agenda.

A. Agreement and Leases:

Three (3) original copies of any agreements, contracts, MOU's, or leases must be attached to the agenda backup documents. Original signatures must be on all three copies except those situations where an outside party insists on the County first approving the contract. The Clerk of the Board will keep a signed original document for the County's records. The other two documents will be returned to the submitting department. One is for the other party (i.e. the vendor) and one is for the department's file. Contracts, Agreements, MOU's, Leases, or similar documents must be approved by County Counsel prior to being placed on the Board's agenda.

B. Ordinances and Resolutions:

Attach only one (1) original ordinance or resolution as there can be only one original document. Upon request, the Clerk of the Board can provide a certified copy of any original document approved by the Board of Supervisors.

If the ordinance or resolution amends a previously adopted ordinance or resolution, please provide the revised resolution and in the backup, please show a marked up version of the same ordinance or resolution using bold italic font to highlight any language changed or added and the "strikeout" function to highlight any deleted language in the document. This allows the Board to clearly see the changes being made. If any exhibits are referenced in the ordinance or resolution, be sure that the exhibits are clearly marked and attached accordingly.

Resolutions and Ordinances shall be reviewed by County Counsel, and any other departments that may be affected, prior to the proposed ordinance or resolution being placed on the Board's agenda. For example, if the proposed ordinance imposes a new County Code violation, evaluate whether the Sheriff's Department and/or the Code Compliance Officer should review it.

C. Request for Budget Appropriation Transfer or Supplemental Budget:

Follow the requirements of the Budget Appropriation Transfer or Supplemental Budget Form, attached. All required signatures shall be obtained before the agenda request is submitted. Please submit these forms to the Auditor's office by the Friday before the agenda is due.

D. Request to Appropriate Funds from Fund 001, Dept. 20980, Acct. 52840 (General Fund Contingency):

These requests shall be placed on the regular agenda, not on the consent agenda and will require a four/fifths majority roll call vote.

E. Increase in Position Allocations, Changes in Job Descriptions, or Similar Agenda Items:

These requests require the approval of the Human Resources Department ("HR") before submitting the agenda request. The HR department will provide the County department will the appropriate resolution.

F. Grants:

All new grant awards shall be reviewed by the Auditor's office prior to submittal to the Clerk of the Board. Reoccurring funding sources for Departments do not need to be reviewed by the Auditor's office. If specific legal questions are raised by the grant, provide all relevant documents to the County Counsel's office along with the legal question to be addressed. Also, provide copies of all contracts to be executed to the County Counsel's office for review.

G. Policy Issues:

Any proposed policy that potentially affects multiple county departments shall be reviewed by County Counsel and presented to Management Council for input to the proponent prior to submittal to the Clerk of the Board to be placed on the agenda for Board approval. The cover letter or memorandum to the Board shall provide the date the matter was presented to Management Council and summarize the position of Management Council, if any.

The policy shall include a title, content, signature line for the Chair and date adopted and/or amended. The request shall be placed on the regular agenda, not on the consent agenda.

Upon adoption by the Board of Supervisors, the Clerk of the Board will provide each county department with a copy of the policy.

V. SPECIFIC TIME REQUIREMENTS FOR REVIEW BY OUTSIDE DEPARTMENTS PRIOR TO AN ITEM BEING PLACED ON THE AGENDA:

A. Human Resources: For normal agenda items, such as position increase due to grant funding, please provide one week for the Department to review the item. If the agenda item involves reorganization of the Department, revisions of job descriptions, or other more complex issues, additional time may be needed. Please contact the Department for specific instructions. When presenting the proposed agenda item to the department, please present the specific item that will be presented to the BOS and any additional information which may be necessary for Department to evaluate the agenda request.

B. Auditor/Controller:

1. **Grants:** Provide copy of grant application, grant guidelines, and supplemental budget adjustments for any Departments affected by the grant. This information shall be provided at least the Thursday prior to the Agenda deadline.
2. **Other agenda items:** Other agenda items, such as supplemental budget adjustments, must be presented to the Auditor's office by the Friday prior to the Agenda deadline.

C. Information Technology: For any agenda items which need I.T.'s review, present the proposed agenda item to the Director of Information Technology at least one week prior to the agenda deadline.

D. County Counsel: Any contracts, leases, ordinances, resolutions or other items needing County Counsel's review, must be presented for review at least two weeks prior to the Agenda deadline. Please indicate if your agenda item is needed for a specific Board date. Also, please indicate any specific legal questions that you wish addressed.

E. Other Departments: When your agenda item affects any other County department, you must provide that department with the agenda request for their review.

VI. GUIDELINES FOR CONSENT AGENDA:

A department head may request non-controversial or routine items to be placed on the consent agenda. These items are such that the Board may approve them quickly without discussion. If an item is placed on the consent agenda, the requesting party or department head need not appear at the Board of Supervisors meeting. However, any member of the Board or a member of the public may ask that an item be removed from the consent agenda for discussion. In this case, your attendance may be required and a call will be placed to you to appear at the Board meeting.

VII. SETTING THE AGENDA FOR PUBLICATION

The Board of Supervisors controls its own agenda. Working with the County Administrative Officer, the Clerk of the Board prepares the initial draft agenda from the requests submitted and forwards the draft to the Chair and Vice Chair for review. The Chair and Vice Chair have the authority to add, delete, postpone, or limit the time for consideration of any agenda item request. Notwithstanding the foregoing, all requests by a member of the Board of Supervisors shall be included in the agenda, subject to approval of the agenda at the beginning of the meeting. Requests from members of the public must have the support of the Chair or another member of the Board.

VIII. AFTER THE BOARD MEETING

When the Board authorizes specific action which was not part of the original agenda item, the Department head shall ensure that all required documents, such as budget transfers, supplemental budgets, or position allocations, are completed and forwarded to the relevant departments in a timely manner.

Since the agenda packet is the most readily available source of information for matters considered by the Board, whenever possible Board minutes should indicate whether something was approved "as presented" or "as reviewed by the Board." This will clarify whether an item in the agenda packet is the final version of a document.

IX. CONSEQUENCES OF NOT COMPLYING WITH AGENDA REQUIREMENTS:

If an item is incomplete, it will not be placed on the agenda and will be held until the item is complete or it will be returned to the Department with a note as to what needs to be done or what might be lacking. Further, an agenda item that requires the review or coordination with another department or the recommendation or approval from another Department, will not be placed on the agenda unless those Departments have signed the agenda request form indicating that they have had the opportunity to read the material, confer with the requesting Department head, and prepare their own written recommendation to the Board if desired. This policy has been applied consistent over the years without regard to whether the Department head is appointed or elected, based on the premises that the Board should have the best and most complete information available to it when it is asked to determine policy. The philosophy is that when an item is placed before the Board, it should be ready for the Board's action and should not require additional research or work for its implementation.

Please contact the Clerk of the Board regarding: Advance timing necessary for Public Hearing notices, ordinance summaries, and any other questions you may have regarding the agenda process.

X. ADOPTION:

This "Plumas County Board of Supervisors' Policy for Agenda Preparation and Submittal" is revised and adopted by the Plumas County Board of Supervisors at a meeting held _____, 2016.

Plumas County Board of Supervisors

By _____
Sharon Thrall, Chair

Attest:

Nancy DaForno, Clerk of the Board

Revision History:

Initial Adoption:	*
Revised:	*
Revised:	10/1/2013
Current:	6/____/2016

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3c

June 6, 2016

Plumas County Board of Supervisors
Attn: Sharon Thrall
530 Main St, Room 309
Quincy, CA 95971

RE: SVGMD 218 Election and Bridge Loan

Dear Members of the Board:

On May 11, 2016, members from Sierra Valley Groundwater Management District (SVGMD) met with several Plumas County officials to discuss obtaining a bridge loan and receiving help with the upcoming 218 election concerning management charges. These are both high-priority concerns, as this funding is needed to sustain the SVGMD for the upcoming fiscal year, beginning in July. Several attempts have been made to contact these county officials after the meeting took place to receive answers and clarification on the loan and the 218 election, as well as obtain an answer to determine whether Plumas County has decided to grant the loan. Unfortunately, almost a month has gone by, and no answers or confirmation have been given.

The SVGMD is a valuable asset to the local counties and has affirmation from Plumas County that this special district provides an important service by keeping up with state groundwater legislation. However, this team of volunteers needs assistance in these critical decisions and feels unsupported when answers are not provided, calls and emails go unanswered, and the status of the bridge loan is unknown. Moving forward with the 218 election, Sierra County has been very helpful in providing counsel and mailing services, and it is our hope that we will benefit from Plumas County's expertise in these areas in the future.

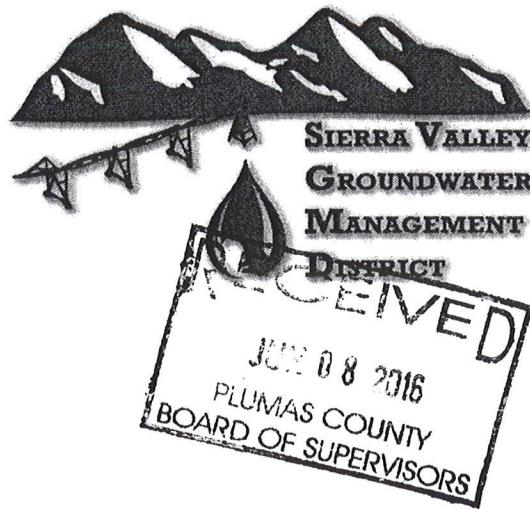
Therefore, we would request that your Board take the following actions:

- 1) Ensure the bridge loan is passed for SVGMD to continue operations in the 2016-2017 year.
- 2) Collaborate with us to create a more efficient way to update parcel changes within the groundwater district each year.

The Board's attention to these matters is greatly appreciated.

Sincerely,

Einen Grandi, Chairman
Directors: Greg Ramelli, Jim Roberti, Paul Roen, Terry Swofford, Don Wallace
Sierra Valley Groundwater Management District



4c

**ADMINISTRATIVE AND BUDGETARY CONTROLS CONSISTENT WITH
GOVERNMENT CODE SECTIONS 29092 AND 29125,
DURING FISCAL YEAR 2015-2016**

Consistent with Government Code Section 29092, the Board of Supervisors adopts these Administrative and Budgetary Controls for the administration of the Plumas County 2015-2016 Budget.

County Owned Personal Property

The disposition, lease, sale or trade-in of all County owned personal property shall be the Purchasing Agent's or his/her designee's sole responsibility consistent with Government Code Section 25504 and Plumas County Code 3-1.19.

Contracts and Leases

A County Department Head may approve contracts for which an appropriation is budgeted, not exceeding three thousand dollars (\$3,000) in value.

Special Travel

The Auditor-Controller shall approve any cumulative transfer within a budget unit of less than \$750 into a departmental Special Travel account in a fiscal year.

Budget Transfers

The Auditor/Controller has authority to approve transfers and revisions of appropriations within a budget unit if overall appropriations of the budget unit are not increased. Provided, however, no budget transfers in amounts greater than \$5,000 shall be allowed to, from or within Salaries and Benefits (all 51XXX series accounts) without prior approval of the Board of Supervisors.

Critical Staffing

The filling of all positions vacated during the 2015-2016 fiscal year shall be approved by the Board of Supervisors and supported by the Critical Staffing Questionnaire.

Mid-Year Budget Review

The Auditor/Controller shall provide the Board of Supervisors a mid-year budget report on or before February 16, 2016.

Department Head and Auditor/Controller Responsibility

Department Heads shall insure that no expenditure is made or obligation incurred in excess of the specific budget appropriation approved by the Board of Supervisors. Any expenditure or obligation incurred, in excess of the specific budget appropriation, shall be the personal obligation of the Department Head authorizing the expenditure or obligation. The Auditor/Controller shall issue no warrants unless specifically approved by the Board of Supervisors or the County Administrative Officer, within the delegated authority.

Policies

Department Heads and County employees are referred to existing County policies as provided in the County Policy Manual.

4D

RESOLUTION NO. 16 -

A RESOLUTION ADOPTING THE RECOMMENDED BUDGET FOR PLUMAS COUNTY AND THE DEPENDENT SPECIAL DISTRICTS THEREIN FOR FISCAL YEAR 2016-2017, IN ACCORDANCE WITH GOVERNMENT CODE §29064

WHEREAS, the Recommended Budget for FY 2016-2017 for Plumas County was prepared and distributed according to law, and a copy of the Proposed Budget is on file with the Clerk of the Board; and

WHEREAS, the Board of Supervisors now seeks to adopt the Recommended Budget in accordance with Government Code §29000 et. seq., and adopt recommended budgets for Special District for which the Board of Supervisors is the governing board.

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

1. The recommended budget has been modified as the result of meeting with departments in order to constitute the Recommended Budget for FY 2016-2017 for Plumas County and those Special Districts governed by the Board of Supervisors.
2. A copy of the Recommended Budget shall be filed with the Clerk of the Board.
3. All Capital Improvement Projects and Fixed Asset Purchases in the General Fund are frozen until final adoption of the FY 2016-2017 Budget or until individually approved by the Board of Supervisors.

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 21st day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

Sharon Thrall, Chair

ATTEST:

Clerk of the Board