



TRINITY COUNTY

Board of Supervisors

P.O. BOX 1613, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1217 FAX (530) 623-8365

TO: The Honorable Michael B. Harper
Judge of the Superior Court

FROM: Trinity County Board of Supervisors

CC: Clerk of the Board of Supervisors

SUBJECT: Response to Recommendations of 2016-2017
Grand Jury Financial and Administrative Committee Final Report
Re: FAR 2016-2017-001 County Contracts

DATE: September 21, 2017

The Grand Jury Financial and Administrative Committee has requested a written response to their final report on the FAR 2016-2017-001 County Contracts. The response of the Trinity County Board of Supervisors is as follows:

Finding #1: *The County Auditor requested clarification from Gallina, LLP, the County's external auditors, to ensure IRS compliance regarding fringe benefits provided to some employees, including County vehicle usage.*

Response: Agreed. The County Auditor has researched this issue for awhile.

Finding #2: *On December 21, 2016 the County Auditor issued a memorandum to County department heads, BOS and CAO-CC providing clarification of taxable fringe benefits with regard to vehicle usage effective with the January, 2017 pay period.*

Response: Agree

Finding #3: *The BOS provided a \$10,000 vehicle allowance/stipend to a County employee based on a Staff Report that did not include complete information necessary for the BOS to make an informed decision.*

Response: Disagree wholly. Though the item became before the board the board did not take action.

KEITH GROVES
DISTRICT 1

JUDY MORRIS
DISTRICT 2

BOBBI CHADWICK
DISTRICT 3

VACANT
DISTRICT 4

JOHN FENLEY
DISTRICT 5

Finding #4: *County Ordinance 2.56.040 may not be beneficial to the County budget as currently written in its explanation of vehicle use.*

Response: Disagree partially, not enough information.

Finding #5: *The BOS is not adhering to the terms of the January, 16, 2015 contract agreement with Prentice & Epperson LLP with regard to developing specific criteria needed to review and evaluate the performance of "Firm," the definition of which is Prentice & Epperson LLP as County Counsel.*

Response: Disagree wholly. Criteria was established.

Finding #6: *The BOS is not adhering to the terms of the January 16, 2015 contract agreement and its subsequent amendments in regard to an annual open session review and evaluation of the contract agreement with Prentice & Epperson LLP.*

Response: Disagree partially. Contracts and amendments are approved in open session and as pointed out evaluations of an independent contractor who functions as an officer are allowed in closed session.

Finding #7: *The BOS did not adhere to Government Code Section 31000 when a contract agreement with Prentice & Epperson LLP assigning County Counsel to perform additional duties in the absence of a CAO was entered into.*

Response: Agree, disagree partially, or disagree wholly. *(If you disagree in any way, provide an explanation of your reasons)*

Finding #8: *The BOS contracted with Prentice & Epperson LLP designating County Counsel to perform additional duties in the absence of a CAO without establishing an expiration date.*

Response: Disagree wholly, agreement for CAO duties terminates upon hiring a CAO or anytime prior.

Finding #9: *The BOS did not create an alternative plan in the instance a CAO is not recruited.*

Response: Disagree partially, The County has been in active recruitment since early 2016 beginning with hiring recruitment firm CPS HR Consultant which has been the focus since. In theory, an alternate plan could be developed if the Board chose to do so.

Finding #10: *The CAO position qualifications presented to applicants are not uniform nor in alignment with County Code 2.08.020.*

Response: Agree in part.

Finding #11: *The County's contract agreement with Cooperative Personnel Services for the recruitment of a CAO is current and ending only when a CAO qualified applicant is made an offer and the offer is accepted.*

Response: Agree

Finding #12: *BOS amended the original contract agreement with Koff and Associates four times after the contract agreement had expired.*

Response: Agree

Recommendation #1: *Revise County Ordinance 2.56.040 -Vehicles assigned to department of transportation and general services personnel, to explain the term "home" and whether it encompasses a commute to and from if "home" is outside of the county.*

Response: Recommendation requires further analysis and likely would depend on other factors such as meet and confer.

Recommendation #2: *County Code Chapter 2.56.070.C- Emergency situations and authorization for the use of county vehicles states "The immediate family of county employees who are assigned vehicles are not permitted to ride in county vehicles except with the prior approval of the county administrative officer". When an employee of the County is using their own vehicle for County business, in the process of County business, or on the way to their regular place of County business, specify if and when it is allowable for the immediate family of county employees to be permitted to ride in a personal vehicle. (Ord. 1234 §1, 1999; Ord.11 83 §3(part), 1993; Ord. 350-1 §1,1976: Ord.350 §4,1975)*

Response: Recommendation has been implemented.

Recommendation #3: *Enforce adherence to County Vehicle Usage Procedures and encompassing Ordinances and Codes through training and memorandums and at annual employee evaluations.*

Response: Recommendation has been implemented /*communicated*.

Recommendation #4: *Ensure all County employees using personal vehicles for County business submit proof of insurance pursuant to County Policy 2002-02(P) at annual employee evaluations or when employees who use personal vehicles for County business, in the process of County business, or on the way to their regular place of County business change the status of ownership of the vehicle used.*

Response: Recommendation requires further analysis likely by Risk Management.

Recommendation #5: *Promptly complete the Classification and Compensation Study.*

Response: Recommendation has not been implemented, but will be implemented in the future with oversight by HR.

Recommendation #6: *Publish the Classification and Compensation Study and make it available to the public.*

Response: Recommendation has not been implemented but it is of course required to do so.

Recommendation #7: *Develop a plan of action to implement the results of the Classification and Compensation Study.*

Response: Recommendation has not been implemented, but will be implemented in the future once study is complete.

Recommendation #8: *Treat the recruitment and hiring of a competent, experienced CAO as a priority. To that end, offer a competitive compensation package.*

Response: Recommendation has been implemented

Recommendation #9: *Develop a procedure/policy that ensures contract renewals are timely and in accordance with contracted work, and confirms contracts are reviewed monthly by the department implementing the contract.*

Response: Recommendation has been implemented.

Recommendation #10: *Develop specific criteria needed to review and evaluate the performance of "Firm", the definition of which is Prentice & Epperson LLP as County Counsel.*

Response: Recommendation has been implemented since at least 2016. Also, the contract is not with "Prentice & Epperson LLP.

Recommendation #11: *Provide professional qualifications for the appointment of CAO-CC as described in Government Code Section 31000.*

Response: Recommendation has been implemented prior to 2016.

Recommendation #12: *Establish uniformity between County Code 2.08.020 and the position description of County Administrative Officer.*

Response: Recommendation requires further analysis.