



**Tulare County
Administrative Office
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

ALLEN ISHIDA
District One

PETE VANDER POEL
District Two

PHILLIP A. COX
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: February 24, 2009

Public Hearing Required	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Resolution, Ordinance or Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s) Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>						

CONTACT PERSON: Patsy Hogue PHONE: 636-5005

SUBJECT: Listing of Delegations to CAO – January 2009

REQUEST(S):

That the Board of Supervisors:

Ratify actions taken by the County Administrative Officer during the month of January, 2009.

SUMMARY:

Pursuant to delegated authority and within appropriations and policy of your Board, the County Administrative Officer has taken actions, as indicated below, authorizing those personnel actions listed and executing the following agreements during the month of January, 2009, and requests your ratification of same.

Personnel/Payroll Changes:

Auditor/Controller – Tax Collector/Treasurer: Elections Division:

Approved extension of six month probationary period to one year for Elections Division Manager position due to the fact that an election may not occur during the first six months of employment.

Sheriff:

Approved mid-year change in benefit structure for Undersheriff.

SUBJECT: Listing of Delegations to CAO – January 2009
DATE: February 24, 2009

Good Works Funding Agreements:

No. 23877: FoodLink for Tulare County – Support community activities	\$500
No. 23878: Wish Upon a Star – Support community activities	\$200
No. 23884: Charter Alternatives Academy – Support community activities	\$500
No. 23885: Tulare County Library Foundation – Support community activities	\$500
No. 23886: Latino Peace Officers Association – Support community activities	\$3,000
No. 23887: Exeter Art Gallery and Museum Association – Support community activities	\$500
No. 23891: CASA of Tulare County – Support community activities	\$2,500
No. 23892: Strathmore Middle School Band – Support community activities	\$350
No. 23893: Alpaugh Town Council – Support community activities	\$1,000
No. 23894: Exeter Woman's Club – Support community activities	\$500
No. 23905: First Arts – Support community activities	\$1,000

FISCAL IMPACT/FINANCING:

All actions are included in the adopted 2008/09 budget.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Supporting community projects is linked to Tulare County's Strategic Business Plan Quality of Life Initiative. Personnel Actions are linked to the Organizational Performance Initiative.

ALTERNATIVES:

The Board of Supervisors could choose not to ratify the agreements

INVOLVEMENT OF OTHER DEPARTMENTS OR AGENCIES:

N/A

ADMINISTRATIVE SIGN-OFF:



Jean M. Rousseau
County Administrative Officer

Cc: Auditor/Controller
County Counsel
County Administrative Office

Attachment(s)

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF RATIFIED)
ACTIONS BY THE COUNTY)
ADMINISTRATIVE OFFICER)
DURING THE MONTH OF)
JANUARY, 2009)

RESOLUTION NO. _____
AGREEMENT NO. _____

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

Ratified actions taken by the County Administrative Officer during the month of
January, 2009.

CAO DELEGATED ACTION REQUEST
(Send ORIGINAL to the CAO)

1. Requested Action: ☐ Advanced Step Hire ☐ Waiver of Personnel Rule _____ ☐ Salary Increase

☐ Full Bilingual Pay ☐ Moderate Bilingual ☐ Reclassification
☐ Establish Parallel Position ☐ Adopt Class Specification ☐ Approve Reorganization
☒ Other: Amend Probation Period

2. Position Location: Department Name: Auditor-Elections Agency Number: 030

To What Location: _____ Org(s) Cost Dist.: _____ Dept. ID-6 Digit #: _____ Jobcode #:
From What Location: _____ Org(s) Cost Dist.: _____ Dept. ID-6 Digit #: _____ Jobcode #:
Position Number: 6390 Classification: Elections Division Manager Name: Paul Sampietro, #021233

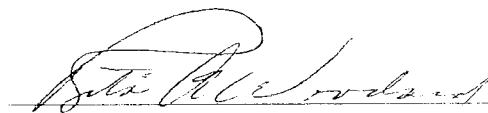
3. Reason for Action:

Request to reclassify the Elections Division Manager position from a six month probation to a one year probation. A six month probation is not sufficient time to evaluate an incumbent due to the fact that an election may not occur during the first six months of employment.

4. Requested Waivers and/or exercise of Authority: (List Personnel Rule)

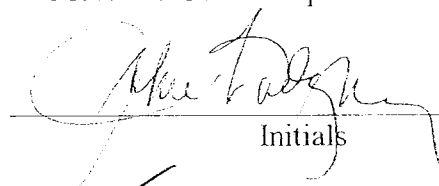
5. Funding Source: ☐ General Fund: _____% ☐ Other (list below): _____%
_____ Fiscal Impact-Cost of Request \$_____

6. Department/Agency Head Signature:

 ATR 1/13/09
Signature Title Date

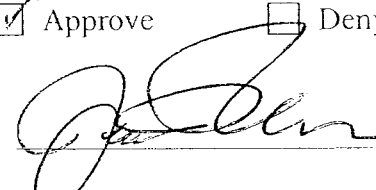
7. County Human Resources Review and Recommendation:

☒ Approve ☐ Deny ☐ Modify _____
Meet and Confer required? ☐ Yes ☒ No If yes, completed? ☐ Yes ☐ No

 1/13/09 OC - HR
Initials Date CC - Dept
Analyst
File
Rel Rpt

8. County Administrative Officer Review and Recommendation:

☒ Approve ☐ Deny ☐ Modify _____

Initials:  Date: 1/13/09

Effective Date – the first day of the pay period following CAO approval:

❖ Explanatory Documentation: For a Reclassification Request the following must be provided:

1. Organization Chart, 2. Completed Position Audit Questionnaire, 3. Draft Classification Specification for any requested new class.

CAO DELEGATED ACTION REQUEST
(Send ORIGINAL to the CAO)

- 1. Requested Action:** ☐ Advanced Step Hire ☐ Waiver of Personnel Rule _____ ☐ Salary Increase
- ☐ Full Bilingual Pay ☐ Moderate Bilingual ☐ Reclassification
- ☐ Establish Parallel Position ☐ Adopt Class Specification ☐ Approve Reorganization
- ☒ Other: DAR Type #19, Mid Year change in benefit structure.

2. Position Location: Department Name: _____ Agency Number: _____

To What Location: _____ Org(s) Cost Dist.: _____ Dept. ID-6 Digit #: _____ Jobcode #: _____

From What Location: _____ Org(s) Cost Dist.: _____ Dept. ID-6 Digit #: _____ Jobcode #: _____

Position Number: _____ Classification: Undersheriff Name: David C. Whaley

3. Reason for Action:

To ensure that the Undersheriff receives a comparable benefit structure as the Sheriff's Executive Management (Capts & Lts., Unit 14 - PLEMA). The following changes are recommended with an effective date of January 1, 2009 for the Undersheriff: 1) receive \$700 per year uniform reimbursement allowance, and 2) be permitted upon having completed 30 years of service may on any day following the date of his 31st anniversary of service become eligible and may convert to cash, on a one-time only basis, up to 100 hours of Vacation leave.

4. Requested Waivers and/or exercise of Authority: (List Personnel Rule)

DAR Type #19 - Mid year adjustments.

5. Funding Source: ☐ General Fund: _____ % ☐ Other (list below): _____ %

_____ Fiscal Impact-Cost of Request \$ _____

6. Department/Agency Head Signature:

See attached

*OC - HR & D
CC - Dept
And
Analyst
P.G.
Hl Rpt
File*

7. County Human Resources Review and Recommendation:

☒ Approve ☐ Deny ☐ Modify _____

Meet and Confer required? ☐ Yes ☒ No If yes, completed? ☐ Yes ☐ No

Initials: *J. Adams* Date: 01/30/09

8. CFO Fiscal Review:

☐ Approve ☒ Deny ☐ Modify _____

Initials: _____ Date: _____

9. County Administrative Officer Review and Recommendation:

☒ Approve ☐ Deny ☐ Modify _____

Initials: *Jean M. Rousseau* Date: 1-30-09

Effective Date – the first day of the pay period following CAO approval:

GOOD WORKS FUNDING AGREEMENT

1. At the request of Supervisor Allen Ishida this Agreement is between the County of Tulare and FoodLink for Tulare County, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$500 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$500 to the Recipient.
3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
4. The Recipient agrees to hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses incurred by the County as a result of Recipient's improper use of funds under this approved Agreement.

Sandy Beals, Executive Director
FoodLink for Tulare County
P.O. Box 1544
Visalia, CA 93279
(559) 651-3663

Accepted By: _____

Title: _____

Date: _____

For Tulare County:

 1/5/09
Kristin Bennett, Assistant County Administrative Officer

TULARE COUNTY AGREEMENT NO. 23877

GOOD WORKS FUNDING AGREEMENT

1. At the request of Supervisor Allen Ishida this Agreement is between the County of Tulare and Wish Upon A Star, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$200 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$200 to the Recipient.
3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
4. The Recipient agrees to hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses incurred by the County as a result of Recipient's improper use of funds under this approved Agreement.

Carmen Perez, Executive Director
Wish Upon A Star
P.O. Box 4000
Visalia, CA 93278
(559) 733-7753

Accepted By: _____

Title: _____

Date: 12/30/08

For Tulare County:

Kristin Bennett 1/1/09
Kristin Bennett, Assistant County Administrative Officer

TULARE COUNTY AGREEMENT NO. 23878

GOOD WORKS FUNDING AGREEMENT

1. At the request of Supervisor Phil Cox this Agreement is between the County of Tulare and Charter Alternatives Academy, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$500 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$500 to the Recipient.
3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
4. The Recipient agrees to hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses incurred by the County as a result of Recipient's improper use of funds under this approved Agreement.

Rudy Soleno, Principal
Charter Alternatives Academy
904 N. Rova St.
Visalia, CA 93291

Accepted By: _____

Title: _____

Date: _____

For Tulare County:

 1/8/09
Kristin Bennett, Assistant County Administrative Officer

TULARE COUNTY AGREEMENT NO. 23884

GOOD WORKS FUNDING AGREEMENT

1. At the request of Supervisor Allen Ishida this Agreement is between the County of Tulare and the Tulare County Library Foundation, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$500 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$500 to the Recipient.
3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
4. The Recipient agrees to hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses incurred by the County as a result of Recipient's improper use of funds under this approved Agreement.

Larry Nava, Chair
Tulare County Library Foundation
200 W. Oak St.
Visalia, CA 93291

Accepted By: 

Title: President

Date: January 8, 2009

For Tulare County:

 1/13/09
Kristin Bennett, Assistant County Administrative Officer

TULARE COUNTY AGREEMENT NO. 23885

GOOD WORKS FUNDING AGREEMENT

1. At the request of Supervisor Allen Ishida, Supervisor Pete Vander Poel, Supervisor Phil Cox, Supervisor Steve Worthley, and Supervisor Mike Ennis this Agreement is between the County of Tulare and the Latino Peace Officers Association, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$3,000 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$3,000 to the Recipient.
3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
4. The Recipient agrees to hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses incurred by the County as a result of Recipient's improper use of funds under this approved Agreement.

Gabe Cano, President
Latino Peace Officers Association
P.O. Box 3835
Visalia, CA 93278

Accepted By: _____

Title: _____

Date: _____

For Tulare County:

Kristin Bennett 1/13/09
Kristin Bennett, Assistant County Administrative Officer

TULARE COUNTY AGREEMENT NO. 23886

GOOD WORKS FUNDING AGREEMENT

1. At the request of Supervisor Allen Ishida this Agreement is between the County of Tulare and the Exeter Art Gallery and Museum Association, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$500 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$500 to the Recipient.
3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
4. The Recipient agrees to hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses incurred by the County as a result of Recipient's improper use of funds under this approved Agreement.

Leon Ooley, President
Exeter Art Gallery and Museum Association
P.O. Box 253
Exeter, CA 93221

Accepted By: _____

Title: President

Date: 1-9-09

For Tulare County:

Kristin Bennett 1/13/09
Kristin Bennett, Assistant County Administrative Officer

TULARE COUNTY AGREEMENT NO. 23887

GOOD WORKS FUNDING AGREEMENT

1. At the request of Supervisor Allen Ishida, Supervisor Pete Vander Poel, Supervisor Phil Cox, Supervisor Steve Worthley and Supervisor Mike Ennis, this Agreement is between the County of Tulare and CASA of Tulare County, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$2,500 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$2,500 to the Recipient.
3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
4. The Recipient agrees to hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses incurred by the County as a result of Recipient's improper use of funds under this approved Agreement.

Marilyn Barr, Executive Director
CASA of Tulare County
1146 N. Chinowth St.
Visalia, CA 93291
(559) 625-4007

Accepted By: Marilyn Barr

Title: Executive Director

Date: January 12, 2009

For Tulare County:

Kristin Bennett 1/15/09
Kristin Bennett, Assistant County Administrative Officer

TULARE COUNTY AGREEMENT NO. 23891

GOOD WORKS FUNDING AGREEMENT

1. At the request of Supervisor Allen Ishida this Agreement is between the County of Tulare and the Strathmore Middle School Band, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$350 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$350 to the Recipient.
3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
4. The Recipient agrees to hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses incurred by the County as a result of Recipient's improper use of funds under this approved Agreement.

Evelyn Erquhart, Principal
Strathmore Middle School Band
P.O. Box 247
Strathmore, CA 93267
(559) 568-9293

Accepted By: Evelyn Erquhart

Title: Principal

Date: 1-16-09

For Tulare County:

Kristin Bennett 1/20/09
Kristin Bennett, Assistant County Administrative Officer

TULARE COUNTY AGREEMENT NO. 23892

GOOD WORKS FUNDING AGREEMENT

1. At the request of Supervisor Pete Vander Poel this Agreement is between the County of Tulare and the Alpaugh Town Council, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$1,000 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$1,000 to the Recipient.
3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
4. The Recipient agrees to hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses incurred by the County as a result of Recipient's improper use of funds under this approved Agreement.

Machelle Hunter, President
Alpaugh Town Council
P.O. Box 443
Alpaugh, CA 93201
(559) 949-8304

Accepted By: Machelle Hunter

Title: President of Alpaugh Town Council Date: 1.16.09

For Tulare County:

Kristin Bennett 1/20/09
Kristin Bennett, Assistant County Administrative Officer

TULARE COUNTY AGREEMENT NO. 23893

GOOD WORKS FUNDING AGREEMENT

1. At the request of Supervisor Allen Ishida this Agreement is between the County of Tulare and the Exeter Woman's Club, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$500 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$500 to the Recipient.
3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
4. The Recipient agrees to hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses incurred by the County as a result of Recipient's improper use of funds under this approved Agreement.

Darinda Kunkel
Exeter Woman's Club
P.O. Box 352
Exeter, CA 93221
(559) 592-4159

Accepted By: Darinda Kunkel

Title: President

Date: 1.14.09

For Tulare County:

Kristin Bennett 1/20/09
Kristin Bennett, Assistant County Administrative Officer

TULARE COUNTY AGREEMENT NO. 23894

GOOD WORKS FUNDING AGREEMENT

1. At the request of Supervisor Allen Ishida, Supervisor Pete Vander Poel, Supervisor Phil Cox, Supervisor Steve Worthley and Supervisor Mike Ennis this Agreement is between the County of Tulare and First Arts, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$1,000 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$1,000 to the Recipient.
3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
4. The Recipient agrees to hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses incurred by the County as a result of Recipient's improper use of funds under this approved Agreement.

Aaron Collins, Co-Founder
First Arts
1715 E. Douglas Ave.
Visalia, CA 93292
(559) 359-1305

Accepted By: 

Title: Co-founder

Date: 1/26/09

For Tulare County:

 1/30/09
Kristin Bennett, Assistant County Administrative Officer

TULARE COUNTY AGREEMENT NO. 23905