

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF SEPTEMBER 10, 2013 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

Convene as the Flood Control & Water Conservation District Governing Board

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

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

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

2. BOARD OF SUPERVISORS

- A. Approve and authorize the Chair to execute letter in support of HR 1526 – Restoring Healthy Forests for Healthy Communities
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

3. **DEPARTMENTAL MATTERS**

A. **SHERIFF** – Greg Hagwood

- 1) Approve and authorize the Chair and the Sheriff to execute Agreement between the County of Plumas and the City of Portola for Law Enforcement Services from July 01, 2013 to June 30, 2014. Approved as to form by County Counsel
- 2) Authorize the Sheriff to promote a Correctional Officer to Correctional Sergeant in the Plumas County Correctional Facility. Discussion and possible action
- 3) Adopt **RESOLUTION** authorizing the Sheriff to sign and administer the 2013 State Homeland Security Grant Application. **Roll call vote**

B. **ASSESSOR** – Charles Leonhardt

Authorize the Assessor to fill a vacant Property Tax Specialist I/II position created by promotional recruitment. Discussion and possible action

C. **MENTAL HEALTH** – Kimball Pier

- 1) Authorize the Director of Mental Health to extend Extra-Duty Stipends for Fiscal Officer II; Interim Program Chief; Mental Health Therapists; Case Managers; and Psychiatric Nurse. Discussion and possible action
- 2) Authorize the Director of Mental Health to increase the salary for a newly hired Mental Health Therapist II to a Step "D". Discussion and possible action

D. **FACILITY SERVICES** – Dony Sawchuk

Pursuant to Government Code §25363, authorize the Director of Facility Services to auction surplus county vehicles. Discussion and possible action

4. **BOARD OF SUPERVISORS**

Presentation of *Certificate of Appreciation and Recognition* of Larry Trotter, Disaster Action Team Captain, American Red Cross Quincy Branch from 1996-2013

5. **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. **SOCIAL SERVICES**

- 1) Approve and authorize the Director of Social Services to sign agreement with Les Schwab-Horton Tire Center for vehicle maintenance and repair for FY 2013-2014; and agreement with Quincy Tow Service and Repair for vehicle maintenance; and authorize the Director of Social Services to execute an extension of these agreements for an additional period of time not to exceed twelve calendar months at the conclusion of the current term, subject to the availability of state and federal funds. Approved as to form by County Counsel
- 2) Approve and authorize the Director of Social Services to execute continuation of a space use agreement between the County of Plumas and Plumas Rural Services for use of space located at the Almanor Basin Resource Center (ABC Center) in Chester; and authorize the Director of Social Services to execute the lease for an additional 12 month period following the conclusion of the current term, subject to the availability of funding. Approved as to form by County Counsel

B. **PUBLIC WORKS**

Approve and authorize the Chair to execute Purchase Order(s) for material in the replacement of the existing decking on the Hosselkus Bridge not to exceed \$30,000

C. **MENTAL HEALTH**

Approve contract with telepsychiatry provider Native American Mental Health Services for FY13-14 and authorize the Director of Mental Health to execute. Approved as to form by County Counsel

NOON RECESS

6. 1:30 P.M. BOARD OF SUPERVISORS

- A. Report and update by Budget Consultant on the FY 2013-2014 Budget. Discussion and possible action
- B. FY 2013-2014 Budget Workshop: Discussion, possible action and/or direction to staff

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Director of Social Services
- B. Public Employee Employment: Pursuant to Subdivision (b) of Government Code §54954.5 – Mental Health Therapist II
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Wednesday, September 11, 2013 at 9:00 a.m. for continued FY 2013-2014 Budget Workshop, Board of Supervisors Room 308, Courthouse, Quincy, California.

2013 "The Year of the Child"




GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

3A1

Memorandum

DATE: August 26, 2013
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of September 10, 2013

It is recommended that the Board:

Approve and authorize the Chair of the Board of Supervisors and the Sheriff to sign the Agreement for the Plumas County Sheriff's Office to provide law enforcement services to the City of Portola.

Background and Discussion:

The purpose of this Agreement is to have the Plumas County Sheriff's Office provide law enforcement services within the city limits of the City of Portola. The Agreement is for one year, with the City of Portola to pay the Plumas County Sheriff's Office \$75,000.00 for the services.

Due to the length of the Agreement, one copy has been filed with the Clerk of the Board.



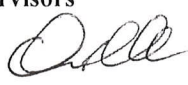
Office of the Sheriff

3A2

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

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: August 27, 2013
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of September 10, 2013

It is recommended that the Board:

Authorize the Sheriff to promote a Correctional Officer to Correctional Sergeant in the Plumas County Correctional Facility.

Background and Discussion:

The Plumas County Sheriff's Office has received a resignation from a Correctional Sergeant leaving a vacancy within the facility.

With the lifting of the Federal Consent Decree and successful recruitment of correctional officers it is imperative to continue the supervision of newly hired officers.

The Plumas County Sheriff will offer in-house recruitment for the position of Correctional Sergeant. The process will consist of flying the position, in-house, followed by an oral interview with the Sheriff. Successful candidates will be ranked and placed on a hiring list.

This position is allocated and requested for funding in the 2013-2014 budget.



GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

3A3

DATE: August 20, 2013

TO: Honorable Board of Supervisors

FROM: Sheriff Gregory Hagwood

RE: Agenda Item for the meeting of September 10, 2013

Recommended Action:

Review and authorize the Sheriff to sign and administer the 2013 State Homeland Security Grant for \$68,239.00 on behalf of Plumas County and approve and sign the attached resolution on behalf of Plumas County.

Background and Discussion:

The State Homeland Security Grant Program has been in effect since 2001. In Plumas County this funding is typically used to modernize public safety communication systems and provide needed equipment to public safety agencies. This year is no different, with the majority of the funds going toward replacing mountain top repeaters, adding microwave links for repeater control and also some network equipment to maintain security for the systems in place and those that are scheduled to be built.

There is no match requirement with this grant and the grant expenditure period, which has not yet been announced, typically runs about three years. The Sheriff's Office has been administering this grant program since 2004.

Due to the length of this application a copy is on file with the Clerk of the Board for review.

RESOLUTION NO. _____

**Resolution of the Board of Supervisors of Plumas County
Approving Application for the 2013 State Homeland Security Grant**

*BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
THAT:*

GREGORY HAGWOOD, SHERIFF- CORONER

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California, as the 2013 State Homeland Security Grant.

Passed and approved this _____ day of _____,
20_____

Certification

I, _____, duly appointed,

and Clerk of the Board of the Plumas County Board of Supervisors
do hereby certify that the above is a true and correct copy of a resolution passed and
approved by the Board of Supervisors of the County of Plumas on the

_____ day of _____,

20_____.

(Official Position)

(Signature)

Cal OES # _____ FIPS # _____ VS _____ CFDA # _____ Grant # _____

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT AWARD FACE SHEET (Cal OES 2-101)

The California Governor's Office of Emergency Services, hereafter designated Cal OES, hereby makes a Grant Award of funds to the following:

1. **Grant Recipient:** Plumas County **1a. DUNS#** 010997419
In the amount and for the purpose and duration set forth in this Grant Award.
2. **Implementing Agency:** Plumas County Sheriff's Office **2a. DUNS#** 137165549
3. **Implementing Agency Address:** 1400 E Main St Quincy 95971-0000
Street City Zip+4
4. **Location of Project:** Quincy 95971-0000
City County Zip+4
5. **Disaster/Program Title:** _____ **6. Performance Period:** _____ to _____

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
Select	7. HSGP-SHSP	\$68,239					\$0	\$68,239
Select	8. Select						\$0	\$0
Select	9. Select						\$0	\$0
Select	10. Select						\$0	\$0
Select	11. Select						\$0	\$0
	12. TOTALS	\$68,239	\$0	\$68,239	\$0	\$0	\$0	12G. Total Project Cost: \$68,239

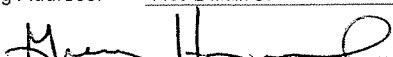
13. This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient accepts this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **Official Authorized to Sign for Applicant/Grant Recipient:** _____ **15. Federal Employer ID Number:** 94-6000528

Name: Gregory Hagwood Title: Sheriff

Telephone: 530-283-6375 FAX: 530-283-6344 Email: ghagwood@pcso.net
(area code) (area code)

Payment Mailing Address: 1400 E Main St City: Quincy Zip+ 4: 95971-0000

Signature:  Date: 08/07/2013

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer _____ Date _____ Cal OES Director (or designee) _____ Date _____

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)
 AUTHORIZED BODY OF 5 - SIGNATURE AND CONTACT INFORMATION

CFDA #: _____

Plumas County

Authorized Body of 5 - Signature and Contact Information		Printed Name	Title	Phone	Email
Position	Signature	Mimi Hall	Director-Health Services	530-283-6337	mimi.hall@countyofplumas.com
County Public Health Officer		None			
County Fire Chief		Robert Stone	Chief- Portola Fire Dept.	530-832-4216	b.stone@ci.portola.ca.us
Municipal Fire Chief		Gregory Hagwood	Sheriff	530-283-6375	ghagwood@pcso.net
County Sheriff		None			
Chief of Police					
Additional Position (Optional)					
Additional Position (Optional)					

Additional Authorized Agent Contact Information		Mailing Address	City	State	Zip	Phone	Email
Authorized Agent's Name	Title	1400 E Main St	Quincy	CA	95971	530-283-6375	ghagwood@pcso.net
Gregory Hagwood	Sheriff-Coroner						
Contact's Name	Title	Mailing Address	City	State	Zip	Phone	Email
Mike Grant	Deputy Sheriff	1400 E Main St	Quincy	CA	95971	530-283-6375	mgrant@pcso.net
Roni Towery	Fiscal Officer	1400 E Main St	Quincy	CA	95971	530-283-6396	roni@pcso.net

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

PROJECT DESCRIPTIONS

CFDA #:

Plumas County

Project	Homeland Security Investment Justification	Homeland Security Strategy Goals	Homeland Security Strategy Objectives	Project Description	Need	Project Milestone & Justification
Project A	Investment #3: Strengthen Communication Capabilities	Goal 3: Strengthen Communications Capabilities	Objective 3.1: Implement the California Statewide Communications Interoperability Plan	Purchase and install VHF and repeaters to enhance public safety communications by limiting gaps from the transition to narrowband frequencies. This project is consistent with the county-wide Tactical Interoperability Communications Plan.	Adding new repeaters is necessary to assure greater communication availability and to be consistent with local and state public safety interoperable communication needs. Equipment meets Safecom guidelines and P25 standards as required. This project equals 20.20% of available funds.	At the 6-month mark, this project will be 25% complete and \$6500 funds will be expended. At the 12-month mark, this project will be 100% complete and \$26,500 funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.
Project B	Investment #3: Strengthen Communication Capabilities	Goal 3: Strengthen Communications Capabilities	Objective 3.1: Implement the California Statewide Communications Interoperability Plan	Purchase microwave and data security equipment to enhance communication by providing local and remote control or remote repeaters	Adding repeaters requires some sort of control back to a centralized dispatch center. As we add repeaters to cover losses from narrow banding, microwave technology must also be expanded for the necessary control. This is a LE project that equals 61.8% of project funds.	At the 6-month mark, this project will be 25% complete and \$10,000 funds will be expended. At the 12-month mark, this project will be 50% complete and \$20,000 funds will be expended. At the 18-month mark, this project will be 100% complete and \$42,239 funds will be expended.
Project C						At the 6-month mark, this project will be ___% complete and \$___ funds will be expended. At the 12-month mark, this project will be ___% complete and \$___ funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.
Project D						At the 6-month mark, this project will be ___% complete and \$___ funds will be expended. At the 12-month mark, this project will be ___% complete and \$___ funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)
PROJECT LEDGER

CFDA #:

LEADER TYPE: Initial Application
 Project Name: August 5, 2013
 Department: HSE/Initial
 Contact: (Date)
 Request #:

APPROVAL: Cal OES ONLY
 Date & Initials (Prog. REP.):

Warning! Decimal usage is not allowed. Attempts to use decimals will prompt error message.

Plumas County

Item Number	Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated	Amount Approved Previous	Amount This Request	Match Amount	Total Approved	Remaining Balance	Percentage Complete
1	A	Repeaters	HSGP-SHSP	FS	HSGP-Equipment	Interoperable Communications Equipment	68,239	-	-	-	-	68,239	
2	A	Installation	HSGP-SHSP	FS	HSGP-Equipment	Interoperable Communications Equipment	6,000					6,000	
3	B	Microwave Equipment	HSGP-SHSP	LE	HSGP-Equipment	Interoperable Communications Equipment	20,000					20,000	
4	B	Installation	HSGP-SHSP	LE	HSGP-Equipment	Interoperable Communications Equipment	8,000					8,000	
5	B	Network Security Equipment	HSGP-SHSP	LE	HSGP-Equipment	Information Technology	14,239					14,239	
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EQUIPMENT

CFDA #:

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plumas County

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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

AUTHORIZED AGENT

CFDA #:

Plumas County

Supporting Information for Reimbursement/Advance of State and Federal Funds

Initial Application

This request is for an/a:

(Beginning Expenditure Period Date)

(Ending Expenditure Period Date)

(REIMB or MOD Request #)

(Amount This Request)

Under Penalty of Perjury I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

Statement of Certification - Authorized Agent

This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidelines. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget. For HSGP: All equipment and training procured under this grant must be in support of the development or maintenance of an identified team or capability.

Gregory Hagwood - Sheriff

Printed Name and Title

Signature of Authorized Agent

8/7/2013

Date

Please reference the Instructions Page under the "Authorized Agent" section for instructions/address on where to mail workbook



GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

August, 7 2013

To: CalEMA Grants Division

RE: 2012 SHSG Narrative

The following address the narrative requirements for our 2012 grant application:

25% Law Enforcement- All of the proposed equipment will be housed at Sheriff's Office facilities and primarily be used for law enforcement activities, both general and terrorism prevention related. With that at least 68% of the available funds will be directly related to law enforcement activities and terrorism prevention.

Personnel Cap- Since there are no current plans to use any of the available funding for personnel, there is virtually no chance the 50% cap will be surpassed.

Special Needs Population- The coordinator's contact information for the special needs population is readily available and has not changed for the past three years. This contact information is also maintained in our dispatch center for use 24/7 should the need arise.

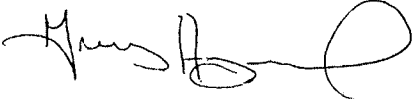
Emergency Operation Plan (EOP)- The County just distributed a complete update of the local EOP last year. Priority One requirements were partially met with the update and the remaining components should be out in the next version, scheduled for mid-2014.

Training with AAR/Exercise Detail- There are no plans to use the available funds for training or exercises, thus there is no narrative necessary for this component.

Equipment Typing Narrative- This grant application is Repeaters and Microwave Equipment for better capability of our communication systems. While we can find no agency that has typed this equipment despite phone inquiries and web searches, our efforts. We feel this equipment would all fall under Type 1 as it meets the needs of all typing levels of teams and equipment .

Should you have any questions on the content of this narrative, or if additional information is needed, please contact either Mike Grant or Roni Towery at the address or number listed on the Signature and Contact Information sheet that is included with this application.

Regards,

A handwritten signature in black ink, appearing to read 'Gregory Hagwood', with a large, stylized loop at the end.

Gregory Hagwood
Sheriff - Coroner



GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

Authorized Agent Information Form

August 2013

Gregory Hagwood

Sheriff – Coroner

Plumas County

State Homeland Security Grant

530-283-6375

530-283-6344 (fax)

ghagwood@pcso.net

1400 E Main St

Quincy, CA 95971

BOARD AGENDA REQUEST FORM

Department: Assessor

Authorized Signature: 

Board Meeting Date: September 3, 2013

Request for 5 minutes for presentation

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

Consent Agenda: ☐ Yes ☒ No

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

A. Authorize the Assessor to fill a vacant Property

Tax Specialist I-II position. Discussion and possible action

B. _____

C. _____

Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

Human Resources

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

I am not aware of any opposition

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:

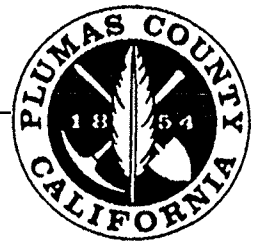
Yes: ☐ No: ☐ Not Applicable: ☐

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 ASSESSOR

1 Crescent Street, • Quincy, CA 95971 • (530) 283-6380 • Fax (530) 283-6195



CHARLES W. LEONHARDT
ASSESSOR

Date: August 28, 2013

To: The Honorable Board of Supervisors

From: Charles W. Leonhardt, Assessor

Subject: Request to fill soon to be vacant Property Tax Specialist I-II position

It is recommended that the Board:

Authorize the Assessor to fill a soon to be vacant Property Tax Specialist II position.

Background and Discussion:

On August 28, 2013 a member of the Assessor's appraisal staff will be retiring after 7 years of service to Plumas County. The Board approved the Assessor's request to fill that position. There were two qualified applicants within the department. A county promotional recruitment was made and the position was filled. This resulted in a vacant Property Tax Specialist position.

It is critical that the Board authorize the Assessor to fill this position in order for the Assessor's Office to maintain vital service to the public in these difficult economic times. The vacant position is responsible for changing title, valuing boats and providing front line customer service.

Staffing in the Assessor's Office has declined significantly over the past few years. In the 2007/2008 budget year the office had an allocation of 10 positions; which included five positions in the appraisal department. In addition the office had one grant position funded and two extra help part time positions.

In the 2012/2013 budget year the office has been reduced to 8 positions and the grant position and essentially all of the extra help has been eliminated. The appraisal staff has been reduced to 4 positions and the Property Tax Specialist staff has been reduced to one.

Given the current work load in the department, we can not afford to reduce office staffing any further with our incurring major back logs. At the current staffing level and reduced work schedule, the office is already incurring reduced response times.

I have attached the critical staffing questionnaire together with a chart of the staffing levels at other rural assessor's offices. While Plumas County falls within the upper tier of appraiser staffing, we are in the lower tier for overall staffing. In our case the appraisal staffing number includes the department supervisor, which may not be the case in other counties. That supervisor handles additional duties beyond real property appraisal, which are likely handled by other than appraisal staff in other counties. Plumas County does not currently have an employee specifically designated as a business property appraiser.

Those duties have been split between the Chief Appraiser, Assessment Roll Manager/Office Manager, Transfer Analyst and Assessor. The work load on the staffing chart reflects more Transfer and Prop 8 activity in Plumas County than most of the similar counties arrayed.

PLUMAS COUNTY MENTAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971 (530) 283-6307 FAX (530) 283-6045



Kimball Pier, Ph.D, LMFT Director

DATE: AUGUST 29, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: KIMBALL PIER, DIRECTOR MENTAL HEALTH DEPARTMENT

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 10, 2013 AGENDA

RE: REQUEST TO EXTEND EXTRA DUTY STIPENDS FOR FISCAL OFFICER II, INTERIM PROGRAM CHIEF, MENTAL HEALTH THERAPISTS, CASE MANAGERS AND PSYCHIATRIC NURSE; AUTHORIZE INCREASE TO STEP D FOR MENTAL HEALTH THERAPIST II

It is Recommended that the Board of Supervisors

Authorize the Department of Mental Health to extend Extra Duty Stipends for Fiscal Officer II, Interim Program Chief, Mental Health Therapists, case managers and Psychiatric Nurse

Background and Discussion

The Department of Mental Health is currently preparing for a program re-organization which we believe will enhance our ability to serve our clients more effectively and efficiently. In the interim, until we have approved revised or new job descriptions; an approved budget and approved FTE allocation, we have asked existing staff to take on extra duties as follows: Our Fiscal Officer II has taken on extra duty as Information Technology Project Manager; four Children's Services case managers have been allocated duties normally performed by the Children's Services Coordinator, a position vacated on June 6th; two mental health therapists have taken on extra duty as clinical supervisors for interns and field instructors for CSU Chico practicum students; and the psychiatric nurse II has taken on extra duty as the telepsychiatry coordinator and liaison with telemedicine provider.

We have a mental health therapist newly hired at Step B whose desired salary was closer to Step E as stated on her application. This therapist was hired as a Mental Health Therapist II. She is licensed as an MFT and has six years of recent experience working for an adjacent rural county as a mental health therapist. In addition to her master's degree in marriage and family counseling, she holds a master's degree in school counseling and is a credentialed school counselor. She has a full understanding of the 5150 assessment and hospitalization process, knows each of the psychiatric hospitals contracted with Plumas County and has done extensive work within the schools in her previous position. She has a full working knowledge of medi-cal regulations and treatment protocols and is experienced in using electronic health records. She has previous experience working with co-occurring substance abuse and mental health disorders. She has experience working with clients in drug court and understands how to work collaboratively with probation, law enforcement and child welfare services. All of these qualifications substantiate a salary equal or close to that which she earned in prior employment which is equal to Plumas County's Step D/E.

Financial Impact

There are no General Fund dollars associated with this recommendation. The positions are funded in the approved Department of Mental Health budget for FY 2012-2013 and for FY 2013-14. This position is fully funded by Medi-cal dollars and MHSA funding streams.



**DEPARTMENT OF FACILITY SERVICES
& AIRPORTS**

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



**Donald Sawchuk
Director**

Date: September 10, 2013
To: Honorable Board of Supervisors
From: Dony Sawchuk, Director
Subject: **Authorize the Director of Facility Services to Auction Surplus County Vehicles as per Government Code Section 25363**

Recommendation

Authorize the Director of Facility Services to Auction Surplus County Vehicles as per Government Code Section 25363

Background

A vehicle inventory was done earlier this year of all county vehicles and as a result of this inventory it is determined that there are approximately 24 surplus vehicles. These vehicles can be can be sold and reduced from the county inventory.

The Director of Facility Services has explored and determined two suitable auction options for surplus disposal. The first option is a sealed bid auction performed at the local level by the county. The second option is through an existing contract that Public Works has with "Bar None Auction." This option is done through the online bidding process. Either option has the vehicles remaining in county until the successful bidder claims the vehicle. We have not determined which is the best option at this time, but would like to have the discretion to choose the option that best serves the county in the sale of the surplus vehicles.

Government Code Section 25363: "The board of supervisors may sell or lease at public auction, and convey to the highest bidder, for cash, any property belonging to the county not required for public use. The sale or lease may be made at the courthouse door or at such other place within the county as the board orders by a four-fifths vote. Notice of the sale or lease shall be given for five days prior thereto either by publication in a newspaper



Plumas County Office of Emergency Services

270 County Hospital Road #127
Quincy, California 95971

Phone: (530) 283-6367
Fax: (530) 283-6241

Date: August 29, 2013
To: Honorable Board of Supervisors
From: Jerry Sipe
RE: Agenda Item for September 10, 2013

Recommendation: Present a Certificate of Appreciation and Recognition to Larry Trotter for his years of service to the citizens of Plumas County as an American Red Cross Volunteer.

Background and Discussion: Larry Trotter has been a resident of Plumas County for almost 40 years. While Larry has served Plumas County in many ways including his volunteer work with the Community Supper, Community Connections, Plumas County Crisis & Resource Center, Plumas Amateur Radio Club and a stint or two as Santa's helper, he will long be remembered for his local volunteer service on behalf of the American Red Cross.

For many years, Larry was the only recognized American Red Cross volunteer in Plumas County and truly the face of the organization here. Beginning his Red Cross volunteer service in 1996, Larry has responded to numerous local disasters and emergencies and sought countless trainings, classes, and certifications to help him better serve his community. Thanks to Larry, American Red Cross participation in Plumas County now is now over 20 members strong, with active branches in Quincy and Chester/Lake Almanor.

After 17 years, Larry has decided it's time to step down from his role as Disaster Action Team Captain for the Quincy Branch. He leaves the Plumas County branch of the organization strong, self-sufficient, and well poised for whatever emergencies or challenges the future may hold.

At this time the Board is asked to recognize Larry Trotter for his years of dedicated service to Plumas County and its residents. He is sincere and dedicated to helping others in times of tragedy.

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

Thank you.



DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368

DATE: AUGUST 28, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 10, 2013 – CONSENT
AGENDA

RE: APPROVAL OF TWO CONTRACTS FOR VEHICLE MAINTENANCE
AND REPAIR SERVICES

It is Recommended that the Board of Supervisors

1. Approve and authorize the Director of the Department of Social Services to sign an agreement with Les Schwab – Horton Tire Center for vehicle maintenance and repair for FY 2013-2014.
2. Approve and authorize the Director of the Department of Social Services to sign an agreement with Quincy tow Service and Repair for vehicle maintenance and repair for FY 2013-2014.
3. Authorize the Director of the Department of Social Services to execute an extension of these agreements for an additional period of time not to exceed twelve calendar months at the conclusion of the current terms, subject to the availability of state and federal funds.

Background and Discussion

The Department of Social Services annually executes contracts for vehicle maintenance and repair. Two such contracts are before the Board today for your approval. To ease the administrative burdens that renewal of these agreements would create, the Department recommends that the Board authorize the Director of the Department of Social Services to extend these agreements for an additional term not to exceed twelve calendar months at the conclusion of the current term.

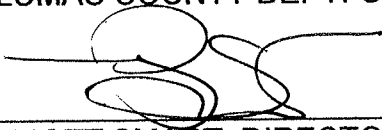
Financial Impact

Funds have been appropriated in the proposed Department budget to cover the cost of these agreements.

Other Agency Involvement

County Counsel has reviewed the agreements and approved them as to form.

PLUMAS COUNTY DEPT. OF SOCIAL SERVICES

A handwritten signature in black ink, appearing to read 'ES', is written over a horizontal line.

ELLIOTT SMART, DIRECTOR

Copies (cover memo only): DSS Management Staff

Enclosures (2)

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services/Public Guardian (hereinafter referred to as "County"), and Horton Tire Center/RSH, Inc, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed THIRTEEN THOUSAND Dollars (\$13,000.00).
3. Term. The term of this Agreement shall be from JULY 1, 2013 through JUNE 30, 2014, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its

officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

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

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

County:

Department of Social Services/Public Guardian
County of Plumas
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: ELLIOTT SMART

Contractor:

Horton Tire Center/RSH Inc.
116 E. Main Street
Quincy, CA 95971
Attention: STEPHANIE HORTON

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

Horton Tire Center/RSH Inc., a California Corporation

By: _____
Name: RON HORTON
Title:
Date signed:

By: _____
Name: STEPHANIE HORTON
Title:
Date signed:

COUNTY:

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

By: _____
Name: ELLIOTT SMART
Title: DIRECTOR
Date signed:

APPROVED AS TO FORM:

Stephen L. Maxwell, Deputy
Plumas County Counsel

8/22/13
Date

EXHIBIT A

Scope of Work

1. Provide the following automotive repair services on an as-needed basis upon request of the County:
 - a. Lube, oil, and filter changes (LOF).
 - b. Sale and installation of new tires.
 - c. Tire rotation.
 - d. Mounting and balancing of tires.
 - e. Vehicle alignment.
 - f. Brakes and shocks repair and replacement.
 - g. Transmission Service
2. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$90.00 per hours.
2. Prices for tires quoted prior to installation.
3. Prices for brake service quoted after inspection.
4. Transmission service shall be charged at a flat rate of \$115.00 to \$140.00, depending on the type of vehicle.
5. Front end alignment shall be charged at a flat rate of \$57.00. Alignment service on all four wheels shall be charged at a flat rate of \$83.50.
6. LOF changes with inspection shall be charged at \$39.00 to \$43.00 (all inclusive), depending on the type of vehicle, for up to 5 quarts of oil, with no charge rotation with Les Schwab Tires.
7. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
8. Contractor shall be paid monthly in accordance with the terms of the Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services/Public Guardian (hereinafter referred to as "County"), and Quincy Tow Service & Repair, Inc., a California corporation doing business as Quincy Tow Service & Repair (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Ten Thousand Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from July 1, 2013 through June 30, 2014, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

7. Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) material and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of the Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.

- c. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

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

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Social Services/Public Guardian
County of Plumas
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Elliott Smart, Director

Contractor:

Quincy Tow Service & Repair
PO Box 3068
Quincy, CA 95971
Attention: Robert Wood

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractor for services similar to the services that are subject to the Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

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

CONTRACTOR:

Quincy Tow Service & Repair, Inc., a
California corporation

By: _____
Name: Robert Wood
Title:
Date signed:

COUNTY:

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

By: _____
Name: Elliott Smart
Title: Director of Social Services/Public
Guardian
Date signed:

APPROVED AS TO FORM:

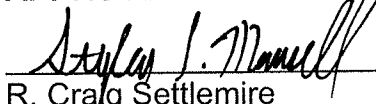
 8/22/13
R. Craig Settlemire
by Steve Mansell
Plumas County Counsel

EXHIBIT A

Scope of Work

1. Provide the following automotive repair services on an as-needed basis upon request of the County:
 - a. Towing of County Vehicles for transport/repair.
 - b. Lube, oil, and filter changes (LOF).
 - c. Sale and installation of new tires.
 - d. Tire rotation.
 - e. Mounting and balancing of tires.
 - f. Vehicle alignment.
 - g. Brakes and shocks repair and replacement.
 - h. Automobile repair for electrical, computer, and mechanical purposes.
2. All Work shall be provided in accordance with industry standards for high quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$88.00 per hour.
2. Towing flat rate \$65.00 within the first 5 miles.
3. Towing rate after 5 miles is \$6.00 per mile.
4. Prices for tires quoted prior to installation.
5. LOF changes with inspection shall be charged at **about** \$48.00, depending upon the make and model of vehicle, **refer to quote**.
6. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs, County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain county's authorization prior to continuing repairs.
7. Contractor shall be paid 10 days after receipt of invoice in accordance with the terms of the Exhibit. Contractor shall invoice County on completion of the job based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

(530) 283-6350
Fax: (530) 283-6368

DATE: AUGUST 30, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR SEPTEMBER 10, 2013, CONSENT AGENDA

RE: APPROVAL OF LEASE AGREEMENT FOR SPACE LOCATED AT THE
ALMANOR BASIN CENTER AND AUTHORIZE THE DIRECTOR OF THE
DEPARTMENT OF SOCIAL SERVICES TO SIGN THE AGREEMENT AS
THE BOARD'S DESIGNEE

It is Recommended that the Board of Supervisors

1. Approve the continuation of a space use agreement between the Department of Social Services and Plumas Rural Services for the use of space located at the Almanor Basin Resource Center (ABC Center) in Chester.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Authorize the Director of Social Services to execute the lease for an additional 12 month period following the conclusion of the current term, subject to the availability of funds for this purpose.

Background and Discussion

In 1998, the Department of Social Services initiated a work plan aimed at improving our ability to serve residents of outlying communities. Part of that plan included establishing a physical presence in such communities to enable residents to seek and accept welfare-to-work services and to establish a community base for children and families who are being served in the Child Welfare Services program.

An element of the work plan has included a continuing office space use agreement with the Almanor Basin Resource Center in Chester. This agreement enables staff from the Department to use the space to use the space when needed to conduct assessments



PLUMAS RURAL SERVICES

Serving People, Strengthening Families, Building Communities

586 Jackson Street
Quincy CA 95971
www.plumasruralservices.org

530-283-3611
800-284-3340
FAX 283-3647

SPACE USE AGREEMENT

1. Parties

The parties to this agreement are Plumas Rural Services, hereafter referred to as "PRS", and the "County of Plumas, a political subdivision of the State of California".

2. Premises

Subject to terms and conditions set forth in this agreement. The Almanor Basin Community Resource Center will provide office space to the County of Plumas in a private area at the premises located at 372 Main Street, Chester, California on weekdays from 10:00 am-4:00 pm. The space must be scheduled 24 hours in advance by calling the Front Desk Administrator at (530-283-4280).

3. Term

This space use agreement shall begin July 1, 2013 and then continue thereafter until June 30, 2014. Notice to terminate by either party prior to that date shall be provided a minimum of 30-days in advance, in writing.

4. Usage Fee

PCDSS agrees to pay PRS the sum of \$300.00 per month beginning July 1, 2013. Monthly invoices will be sent. This cost also includes all faxing and copying costs for the month. Minimal reception will be provided between the hours of 10:00 am and 4:00 pm.

5. Taxes and Insurance

The County of Plumas shall not be responsible for property taxes levied upon the premises. PRS will provide normal property and liability insurances and the County of Plumas will be added as an additional insured on the PRS policy.

6. Use of Property

PCDSS agrees that the property will be used only for PCDSS functions and no other purposes without written consent from PRS. PRS shall not be liable for any damage to PCDSS personal property.

7. Indemnification

The County of Plumas shall hold harmless, defend and indemnify PRS for any claim of personal injury or property damage arising out of the County of Plumas' use or occupation of the premises, except injury or damage attributed to the intentional or negligent acts, errors or omissions of PRS.

8. Attorney's Fees

In the event of any litigation between the parties arising out of this agreement, the prevailing party shall be allowed all reasonable attorneys' fees incurred in such litigation.

Execution

We the undersigned, PRS and the County of Plumas do hereby execute and agree to the Space Use Agreement.

Date
Michele Lynn Piller, Executive Director
586 Jackson Street
Quincy, CA 95971

Date
Elliott Smart, Director
Plumas County Department of Social Services
270 County Hospital Rd., Ste 207
Quincy, CA 95971

Approved as to form:


COUNTY COUNSEL 8/22/13

5B

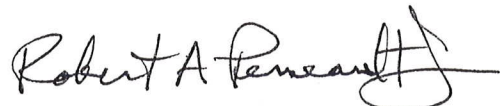
**PUBLIC WORKS DEPARTMENT
PLUMAS COUNTY**

CONSENT AGENDA REQUEST

for the September 10, 2013 meeting of the Plumas County Board of Supervisors

September 3, 2013

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

Subject: Authorize Chair to sign Purchase Order(s) for materials to be used in the replacement of the Existing Decking on the Hosselkus Bridge in an amount not to exceed \$30,000.

BACKGROUND

The Hosselkus Bridge is located in Genesee.

The existing bridge deck was previously constructed in 1986, when the existing bridge replaced the bridge that was heavily damaged during the February, 1986 flood.

Recent bridge inspections have noted cracking in the asphalt concrete covering the existing timber deck. The cracking that has been noted more recently is indicative of the degradation occurring within the timber deck.

Additionally, the bridge rail was damaged during the 2012/2013 winter. The bridge rail damage was significant and will require repairing bridge posts supports.

Public Works is scheduling the replacement of the existing bridge deck before another winter.

In the process of replacing the bridge deck, the repair of the bridge supports will be facilitated.

RECOMMENDATION

Public Works staff respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to sign Purchase Order(s) for materials to be used in the replacement of the existing decking on the Hosselkus Bridge, in an amount not to exceed \$30,000.

PLUMAS COUNTY MENTAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971 (530) 283-6307 FAX (530) 283-6045



Kimball C. Pier, Ph.D, LMFT

DATE: September 3, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: KIMBALL C. PIER, DIRECTOR, DEPARTMENT OF MENTAL HEALTH

SUBJ: EMERGENCY BOARD AGENDA ITEM FOR September 10, 2013, CONSENT AGENDA

RE: APPROVE AND SIGN OFF ON TELEMEDICINE CONTRACT BETWEEN NATIVE AMERICAN MENTAL HEALTH SERVICES (NAMHS) AND PLUMAS COUNTY MENTAL HEALTH.

It is recommended that the Board of Supervisors: Grant the request for an emergency agenda item regarding immediate approval of the contract between Native American Mental Health Services, and Plumas County Department of Mental Health for the period between September 1, 2013 to June 30, 2014 in the amount of \$200,000 and authorize Director Kimball C. Pier to sign the contract which has been approved by County Counsel. This is an emergency because we need to begin providing the services immediately and it took more time than anticipated for all parties to review the contract. Native American Mental Health Services has reviewed and approved the contract which has been approved as to form by County Counsel.

Background and Discussion: Plumas County Mental Health (PCMH) will provide tele psychiatry services for medication evaluations and ongoing medication management for its mental health clients effective September 1, 2013. This service replaces in-person psychiatric care for clients and will improve access and continuity of care for mental health clients in all areas of Plumas County. Telepsychiatry will be provided weekly at three sites: the Quincy Annex, Seneca Hospital in Chester, and wherever else we deliver mental health services where we can connect with NAMHS telemedicine via a secure Internet connection.

Financial Impact

There are no General Fund dollars involved in this contract. The costs associated with these services are covered by a combination of Federal, State and Realignment funds.

Kimball C. Pier, Director of Mental Health is requesting that the Board of Supervisors approve the contract and authorize Kimball C. Pier, Director of Mental Health to sign the contract.