



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF MAY 13, 2014 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

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.

Convene as the Flood Control & Water Conservation District Governing Board

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. DEPARTMENTAL MATTERS

A) SHERIFF – Greg Hagwood

Authorize the Sheriff to promote a Correctional Officer to Correctional Sergeant in the Plumas County Correctional Facility. The position is allocated and funded in the FY 2013-2014 budget. Discussion and possible action

B) PROBATION – Dan Prince

- 1) Adopt RESOLUTION to amend the Plumas County Position Allocation for Budget Year 2013-2014 within Department 20400-Probation (decreasing Deputy Probation Officer I/II/III by 1.0 FTE and increasing Report Writer position by 1.0 FTE). Roll call vote**
- 2) Authorize the Acting Chief Probation Officer to fill vacant, allocated and funded 1.0 FTE Department Fiscal Officer position. Discussion and possible action**

3. BOARD OF SUPERVISORS

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

4. MEMBER OF THE PUBLIC – Kim Willbanks

Power Point presentation regarding "Youth Court"

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) BOARD OF SUPERVISORS

- 1) Approve and authorize the Chair to execute letter to the State Department of Transportation for encroachment permit (Mohawk Valley Independence Day Committee – "The Patriot 16" Bike Ride July 07, 2014, Graeagle)
- 2) Approve and authorize the Chair to execute letter to the State Department of Transportation for encroachment permit (Christian Encounter Ministries - "2014 Agony Ride July 25-26, 2014, Sierra Valley)
- 3) Approve and authorize the Chair to execute letter to the State Department of Transportation for encroachment permit (Lake Almanor Area Chamber of Commerce – "Mile High Bike Ride" June 15, 2014; "4th of July Parade and Celebration"; "Annual Fun Run", Chester)

B) ENVIRONMENTAL HEALTH

Adopt **RESOLUTION** authorizing Annual Submittal of the Local Enforcement Agency Grant to Cal-Recycle for FY 2014-2015

C) INFORMATION TECHNOLOGY

- 1) Approve payment of \$14,101 to Development Group for software support (Ironport email security software) without a contract
- 2) Approve and authorize the Chair to sign contract for renewal of software maintenance for Megabyte property tax system. Approved as to form by County Counsel

D) MENTAL HEALTH COMMISSION

- 1) Adopt **PROCLAMATION** Proclaiming the Month of May 2014 as Mental Health Awareness Month
- 2) Approve amendment to the By-Laws of the Plumas County Mental Health Commission. Approved as to form by County Counsel

E) FACILITY SERVICES & AIRPORTS

- 1) Adopt **RESOLUTION** in support of an Application to Apply for Off-Highway Vehicle Grant Funds through the State of California, Department of Parks & Recreation
- 2) Approve and authorize the Chair to sign Contract Amendment No. 4 for KJ's Cleaning Service for the one-year extension of the janitorial maintenance and change in monthly contract amount to \$858.75. Approved as to form by County Counsel

F) PUBLIC WORKS

- 1) Approve payment of \$21,888.18 to the State Department Fish & Wildlife, Wildlife Conservation Board for timber to be removed conjunction with the Beckwourth-Genesee Road Project
- 2) Approve and authorize the Chair to sign Contract between Plumas County and Bar None Auctions to sell surplus equipment. Approved as to form by County Counsel

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Claim Against the County filed by Thomas Gossett on April 07, 2014
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) 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
- E. Personnel: Public employee performance evaluation – County Counsel

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, May 20, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.



Office of the Sheriff

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

JA

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: April 29, 2014
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood
RE: Agenda Items for the meeting of May 13, 2014

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 funded in the 2013-2014 budget.



JB1

PLUMAS COUNTY PROBATION DEPARTMENT
DANIEL PRINCE
ACTING CHIEF PROBATION OFFICER
270 County Hospital Rd., Ste. 128., Quincy, CA 95971
(530) 283-6200 Fax (530) 283-6165

DATE: May 13, 2014

TO: Honorable Board of Supervisors

FROM: Daniel Prince, Acting Chief Probation Officer *WR*

SUBJECT: Probation Department Reorganization

Recommendation:

- 1) Adopt RESOLUTION to amend the 2013-2014 Position Allocation for the Probation Department-20400 to reflect the change of 1.0 FTE Deputy Probation Officer I, II, III to 1.00 FTE Probation Report Writer.

Background:

Probation is asking for approval to reorganize the Department to appropriately address the responsibilities dictated by the Superior Court of California and the continued growing burden of the AB109 population. This reorganization will allow the Department to quickly respond to the demands of its increased workload without increasing the approved 2013-2014 Position Allocation.

Governor Brown's signing of AB109 greatly affected Probation Departments across the State of California. Accordingly, Plumas County Probation has felt the pressure to meet the growing needs in the courtroom associated with felony and misdemeanor Pre-Sentence Investigation Reports, adult Bail/Own Recognizance Studies, Violations of Probation, court appearances, as well as work in the field. As such, the Probation Department is seeking to realign one, 1.0 FTE Deputy Probation Officer to one, 1.0 FTE Probation Report Writer. The Report Writer's responsibilities are limited to probation report writing and presentation and would not include the full range of Deputy Probation Officer duties. Furthermore, the Report Writer is not a peace officer pursuant to California PC 830.5. The Probation Report Writer reports to the Chief Probation Officer, Supervising Probation Officer, and/or Deputy Probation Officer III.

Gayla Trumbo, Director of Human Resources, assisted in creating the Resolution and provided the existing Probation Report Writer job classification and range. Operating Engineers Business Representative, Greg Ramirez and the Plumas Probation Employees Association have been advised of the change and offer no objection. The Probation Report Writer position would be created and filled without the use of any additional General Fund monies.

PROBATION REPORT WRITER

DEFINITION

Under general supervision to prepare adult felony and misdemeanor pre-sentence reports; juvenile disposition reports; adult own recognizance/bail reduction reports; other investigations and reports as assigned; appear in court to defend recommendations and present case; and perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is a specialized class responsible for performing report writing for adults and juveniles for use in court. Responsibilities include interviewing defendants, victims, and employers and other interested parties, making recommendations as to the best disposition of the cases, completing other investigations and reports as assigned and appearing in court to defend recommendations. This class is distinguished from Deputy Probation Officer is that it is only responsible for probation report writing and presentation, not the full range of D.P.O. duties. Further this position is not a peace officer pursuant to California law.

REPORTS TO

Chief Probation Officer, Deputy Probation Officer III

PROBATION REPORT WRITER – 2

EXAMPLES OF DUTIES:

Prepares adult felony and misdemeanor pre-sentence reports for the Superior Court; prepare juvenile disposition reports; prepares adult own recognizance and bail reduction reports; appears in court to defend recommendations and present cases; interviews defendants, victims, employers, parents, teachers and other interested parties; reads and interprets prior criminal history reports, law enforcement and psychological reports and various codes and regulations; makes recommendations as to the best disposition of the cases including recommendations to the court to detain or release the defendants from custody; completes other investigations and reports as assigned; confer with prosecution and defense counsel and other professionals involved in case.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods, frequent stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; use of office equipment including computers, telephones, calculators, copiers and FAX; sufficient physical ability and strength self and deal with aggressive individuals; corrected hearing and vision to normal range.

TYPICAL WORKING CONDITIONS

Works is performed in an office and in the field environment (including jail and/or juvenile facility); continuous contact with staff, the public as well as adult and juvenile probationers.

PROBATION REPORT WRITER – 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Adult criminal and juvenile justice system.
- Sentencing rules and laws and purposes of sentencing.
- Community, public and private agencies available for the probationer or juvenile.
- Report writing for court purposes.
- Various codes including penal, welfare and Institutions, Health and Safety, etc.

Ability to:

- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Learn the provisions of civil, penal, welfare and institutions, education, vehicle and health and safety codes.
- Establish and maintain an effective relationship with probationers and others.
- Work cooperatively with peace officers and related social service agencies.
- Operate various office equipment such as computers, copiers and FAX.
- Prepare review and analyze data.
- Work under stress of court imposed deadlines.

Training and Experience: Any combination of training and experience, which would likely provide the required knowledge of abilities is qualifying. A typical way to obtain this required knowledge and abilities would be:

At least one (1) year of work experience in Probation, Law Enforcement, or the Social Services field is highly desirable.

Equivalent to graduation from college with a major in Criminology, Sociology, Psychology, Social Work, Administration of Justice, Public Administration or a closely related field.

Special Requirements: Possession of a valid California Driver's license issued by the California Department of Motor Vehicles.

Ability to pass a thorough background investigation.



JB2

Daniel Prince, Acting Chief Probation Officer

Plumas County Probation Department
270 County Hospital Road, Ste. 128
Quincy, CA 95971

DATE: May 6, 2014

TO: Honorable Board of Supervisors

FROM: Daniel Prince, Acting Chief Probation Officer 

SUBJECT: Request for approval to fill fully funded vacant 1.0 FTE Department Fiscal Officer Position I or II

Recommendation

Approve the filling of the recently vacant, allocated position of 1.0 FTE Department Fiscal Officer II within Department 20400, which is already allocated and funded in the 2013-2014 budget.

Background and Discussion

May 2, 2014, was the Department Fiscal Officer's last day in the Probation Department. She took a position with another County department. This is a vitally important position and needs to be filled as soon as possible. This position was approved in the Probation Department 2013-2014 budget.

Allocations 2013/2014

GENERAL CLASSIFICATION	12/13 Positions	13/14 Positions	13/14 Positions	13/14 Positions	Adopted Reductions	Adjusted Total
	Adopted	Requested	Recommended	Adopted	of Filled Positions & notes	
INTENSIVE DRUG OCJP-PROB.***	20370				Reduced funding	
Deputy Probation Officer III OR	0.500	0.500	0.500	0.500	0.000	
Deputy Probation Officer II OR	0.000	0.000	0.000	0.000		
Deputy Probation Officer I	0.000	0.000	0.000	0.000		
	0.500	0.500	0.500	0.500	0.000	0.000
PROBATION	20400					
Chief Probation Officer*	1.000	1.000	1.000	1.000	1.000	1.000
Supervising Deputy Probation Officer	1.000	1.000	1.000	1.000	1.000	1.000
Department Fiscal Officer *	1.000	1.000	1.000	1.000	1.000	1.000
Deputy Probation Officer III or	6.000	6.000	6.000	6.000	6.000	6.000
Deputy Probation Officer II or	0.000	0.000	0.000	0.000		1.000
Deputy Probation Officer I	0.000	0.000	0.000	0.000		1.000
Report Writer	0.000	0.000	0.000	0.000		
Probation Program Coordinator/Admin. Asst.	0.000	0.000	0.000	0.000		
Detention Coordinator	0.000	0.000	0.000	0.000		
Probation Assistant	1.000	1.000	1.000	1.000	1.000	2.000
Legal Services Assistant II OR	1.625	1.625	1.625	1.625	0.375	2.000
Legal Services Assistant I	0.000	0.000	0.000	0.000		
Office Assistant I, II or III	0.750	0.750	0.750	0.750	0.250	1.000
	12.375	12.375	12.375	12.375	10.625	16.000
PROBATION OFFENDER TREATM	20403				Expired 6/30/12	
Probation Officer I or II	1.000	1.000	1.000	1.000	0.000	
Probation Assistant	0.500	0.500	0.500	0.500	0.000	
Fiscal Officer I or II	0.500	0.500	0.500	0.500	0.000	
	2.000	2.000	2.000	2.000	0.000	0.000
PROBATION INTENSIVE SUPERVI	20402					
Office Assistant I, II, or III	0.250	0.250	0.250	0.250	0.000	Move to 20400
	0.250	0.250	0.250	0.250	0.000	0.000
PROBATION- GRANT -ADULT HIGI	20409					
Probation Officer I or II	2.000	2.000	2.000	2.000		Move to 20400
Probation Assistant	1.000	1.000	1.000	1.000	0.000	Move to 20400
Fiscal Officer I or II	0.500	0.500	0.500	0.500	0.000	0.000
	3.500	3.500	3.500	3.500	0.000	0.000
PROBATION YOUTH OFFENDER B	20415					
Fiscal Officer I or II	0.500	0.500	0.500	0.500	0.000	
Probation Assistant	1.000	1.000	1.000	1.000		1.000
	1.500	1.500	1.500	1.500	1.000	1.000
PROBATION- AB109	20418					
Probation Officer I, II, or III	1.000	1.000	1.000	1.000		Move to 20400
	1.000	1.000	1.000	1.000	0.000	0.000
TOTAL		20.625	20.625	20.625	20.625	11.625
						18.000

BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHERRIE THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JON KENNEDY, DISTRICT 5



5A1
May 06, 2014

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

**Subject: Encroachment Permit Request
Mohawk Valley Independence Day Committee
"The Patriot 16" Bike Ride
Sunday, July 07, 2014 in Graeagle**

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Jon Kennedy, Chair

Cc: Plumas County Director of Public Works

BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHERRIE THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JON KENNEDY, DISTRICT 5



5A2
May 06, 2014

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

**Subject: Encroachment Permit Request
Christian Encounter Ministries
“2014 Agony Ride” – Sierra Valley
July 25-26, 2014**

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Jon Kennedy, Chair

Cc: Plumas County Director of Public Works

BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHERRIE THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JON KENNEDY, DISTRICT 5



May 06, 2014

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

Subject: Encroachment Permit Request
Lake Almanor Area Chamber of Commerce
& Visitors Bureau
Chester, CA

- **“Mile High Bike Ride” – June 15, 2014**
- **“4th of July Parade and Celebration”**
- **“Annual Fun Run”**

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Jon Kennedy, Chair

Cc: Plumas County Director of Public Works



Plumas County Environmental Health

270 County Hospital Rd., Ste 127, Quincy CA 95971

5B

Environmental Health Quincy
Phone 530-283-6355
FAX 530-283-6241

Environmental Health Chester
Phone 530-258-2538
FAX 530-258-2844

Date: May 2, 2014

To: Honorable Board of Supervisors

From: Jerry Sipe, Environmental Health

Agenda: Consent Agenda Item for May 13, 2014

Item Description/Recommendation: Approve a Resolution authorizing annual submittal of the Local Enforcement Agency (LEA) Grant for FY 2014-2015, and authorize the Director of Environmental Health to sign various assurances as the Board's designee.

Background Information: As the Board is aware, Environmental Health is the designated Local Enforcement Agency (LEA) for the county's solid waste program, providing solid waste facilities permit and inspection services. To help off-set costs for this state-mandated local enforcement program, the California Department of Resources, Recycling and Recovery (CalRecycle) provides grant funds to local jurisdictions. It is time to submit the Plumas County application for FY 2014-2015 funding. It is anticipated that approximately \$17,000 will be available to Plumas County next fiscal year.

At this time, the Board is asked to approve a Resolution authorizing submittal of an application to CalRecycle for the Local Enforcement Agency Grant for FY 2014-2015, and authorize the Environmental Health Director to sign various assurances as the Board's designee. A copy of the Resolution, approved to form by County Counsel, is attached. If you have any questions, please contact me at 283-6367.

Thank you.

enclosure

Resolution Number _____

CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY
LOCAL ENFORCEMENT AGENCY GRANT PROGRAM

**RESOLUTION AUTHORIZING
LOCAL ENFORCEMENT AGENCY GRANT APPLICATION**

WHEREAS, Public Resources Code Sections 40000 et seq. authorizes the California Department of Resources, Recycling and Recovery (CalRecycle) to administer grant funds to support the Local Solid Waste Enforcement program; and

WHEREAS, Environmental Health is the state-certified Local Enforcement Agency for solid waste in Plumas County; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by Resolution certain authorizations related to the administration of CalRecycle grants,

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors authorizes the submittal of an application to the California Department of Resources, Recycling and Recovery for a Local Enforcement Agency Grant for Fiscal Year 2014-15. The Environmental Health Director is hereby authorized and empowered by the Plumas County Board of Supervisors to execute all necessary applications, contracts, agreements, and amendments for the purposes of securing grant funds and to implement and carry out this program provided, however, that any contract, agreement, or amendment requisitioning goods or services shall remain subject to the Plumas County Purchasing Policy.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on May 13, 2014 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Board of Supervisors

Attest:

Clerk of the Board of Supervisors



Plumas County Department of Information Technology

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

David M. Preston
Information Systems Manager

DATE: May 13, 2014
TO: Honorable Board of Supervisors
FROM: Dave Preston, Information Systems Manager
SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF MAY 13, 2014 RE:
APPROVAL OF PAYMENT FOR SOFTWARE SUPPORT WITHOUT CONTRACT.**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval of payment for software maintenance/support as specified below.

Background and Discussion:

Information Technology budgets for and pays software maintenance and support fees annually for software products used by Plumas County. Paying these support fees allows Plumas County access to all software updates and technical support for the specified products. Custom written or specialized software systems have a contract approved by both the County and the Vendor under which the specifics of the maintenance agreement are defined. Many other software packages are used by Plumas County that are not custom written. These packages have no specific contract and are considered "shrink-wrapped" or off the shelf systems. In order to pay these support fees we ask to Board to approve payment of these claims without a signed service contract. Specifically we ask the Board to approve the following payments.

Vendor	Description	Amount
Development Group	Ironport email security software	\$ 14,101.00

These funds have been budgeted as part of the 2013/2014 IT budget.



Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 208

Quincy, California 95971

Phone: (530) 283-6263

Fax: (530) 283-0946

David M. Preston
Information Systems Manager

DATE: May 13, 2014
TO: Honorable Board of Supervisors
FROM: Dave Preston, Information Systems Manager

SUBJECT: CONSENT AGENDA ITEM FOR THE MEETING OF MAY 13, 2014 RE:
APPROVAL OF MAINTENANCE AGREEMENT FOR SOFTWARE .

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval of attached agreement for software maintenance.

Background and Discussion:

The Megabyte property tax software has been in use by Plumas County since 1999. It is the foundation for all property taxes used by the County. Funding for this agreement has been included in the 2014/2015 proposed Information Technology budget.

PROCLAMATION

PROCLAMATION OF THE PLUMAS COUNTY BOARD OF
SUPERVISORS PROCLAIMING THE MONTH OF MAY AS
MENTAL HEALTH AWARENESS MONTH

5D1

Whereas: The month of May has been designated as Mental Health Awareness Month.

Whereas: 30% of the population of Plumas County is comprised of citizens with a mental illness, 20% adults, 10% children.

Whereas: Like heart disease or diabetes, mental illnesses are treatable.

Whereas: Mental illnesses are more common than cancer, diabetes, or heart disease.

Whereas: One in five families is affected in their lifetime by a severe mental illness.

Whereas: We need to improve the quality of life for people with brain disorders by working to insure dignity and securing non-discriminatory access to quality health care, housing, education, and all electronic opportunities.

Whereas: We need to educate ourselves and the public through the gathering of information, utilizing the expertise of mental health professionals, media exposure, community involvement, etc.

Whereas: We need to promote the establishment and improvement with the criminal justice system, hospitals, state, county and private facilities.

Whereas: Legislation affecting mental health services need to be evaluated and advocated for appropriate action to educate policy makers and about serious brain disorders and the impact they have on individuals and their families.

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby proclaims the month of May as Mental Health Awareness Month.

The foregoing Proclamation was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 6th of May, 2014 by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

5D2

BY-LAWS

PLUMAS COUNTY MENTAL HEALTH COMMISSION (PCMHC)

Article I. Title of Commission

The name of this board shall be the PLUMAS COUNTY MENTAL HEALTH COMMISSION. These by-laws govern the conduct of all business of the Mental Health Commission of Plumas County.

Article II. Authority and Purpose

The PCMHC has been authorized by the California legislature in Section 5604 of the Welfare and Institutions code.

The purpose of this Commission is established in Section 5604.2, which includes the following duties:

A) The local mental health board shall do all the following:

1. Advise the Mental Health Director and the Board of Supervisors on Mental Health issues.
2. Review and approve the planning process to assure public input is received.
3. Review, approve and make recommendations concerning the county's performance contract and budget.
4. Identify, review and evaluate the needs of its Mental Health system.
5. Review and comment on the County's performance outcome data.
6. Report annually to the Board of Supervisors on the needs and performance of the County's Mental Health system.
7. Advise the appointing authority on the selection of the local Mental Health Director. Commission representation shall be non-voting, but shall be included in key stages of the selection process prior to the time of appointment.
8. Nothing in statute limits the ability of (the) Board of Supervisors to transfer additional duties or authority to the PCMHC.

Article III. Membership

A) Number and Composition of Members

1. The PCMHC shall consist of a minimum of six (6) members (the same number as the Board of Supervisors).
2. One member shall be a member of the Board of Supervisors, the governing body.
3. If possible, fifty (50) percent or more of the members shall be consumers or family members who are or have received Mental Health services. At least twenty (20) percent shall be direct consumers and at least twenty (20) percent shall be family members.

4. Fifty (50) percent or less of membership shall be community members representing public interest in the mental health needs of Plumas County, (e.g. persons in the professions of education, law, criminal justice, and fiscal management).
5. Membership shall reflect the ethnic diversity of Plumas County to the extent feasible.
6. It is advisable, but not mandatory that representatives of each major community of the county be selected.
7. All members shall be residents of Plumas County or be substantially employed in the county.
8. The term of each member (ending December 31st) shall be for three (3) years with one-third of the members changing each year; (the term shall be marked by a letter of certification by the Board of Supervisors). A member may have his/her term extended if he/she wishes and a majority of the Commission votes to agree.
9. A quorum shall be one person more than one-half of the number of appointed voting members including the Board of Supervisors representative.
10. A vacancy shall occur when:
 - a) A member fails to attend three (3) consecutive or more meetings without contacting the Chairperson, Vice Chairperson, or Secretary.
 - b) A written resignation is accepted by this Commission.
11. Leave of absence: a member has the right to request a leave of absence, with the approval of this Commission.
12. No member of the Commission or his/her spouse shall be a full-time or part-time employee of the Plumas County Mental Health Department, or a Service Contract facility.
13. When the Commission has accepted and voted on the applicant, a recommendation for appointment will be sent to the Board of Supervisors by the Chairperson and a certificate of appointment shall be issued to the new member. The clerk shall provide the Board of Supervisors said certificate for execution.

Article IV. Officers

- A. The Officers of the Commission shall be the Chairperson, Vice Chairperson, and Secretary/ Treasurer. Plumas County Mental Health shall provide a non-voting clerk to the Commission.
- B. The Officers shall be elected at the regular meeting in January, and shall assume the duties at the next regular meeting.
- C. The Officers shall serve a term of two (2) years or until their successors are selected.
- D. The duties of the Chairperson shall to preside at all meetings of the Commission and act as the liaison with the Mental Health Director.
- E. The Vice Chairperson shall preside over the meeting in the absence of the Chairperson.
- F. The Secretary/Treasurer shall oversee membership matters of this Commission.
- G. The Clerk of the Commission (non-voting) shall maintain complete files for the Commission.

Article V. Meetings

- A. Regular meetings of this board shall be held on a monthly basis (currently the second Wednesday of each month) at a consistent hour, day and place as determined by the board.
- B. Special meetings may be called by the Chairperson or a majority of the board members.
- C. All board and committee meetings shall be open to the public and subject to the Brown Act (Government Code, section 54950).

Article VI. Committees

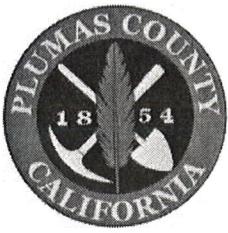
- A. The Chairperson may form committees to perform tasks and to advise the Commission.

Article VII. Conduct of Meetings

- A. The meetings of this Board shall be conducted in accordance with Roberts Rules of Order.

Article VIII. Amendment of By-Laws

- A. These by-laws may be altered or amended by a majority of the members of the Commission provided that a thirty (30) day written notice is mailed/mailed to the Commission members prior to the meeting at which the vote will be taken.
- B. The amendments must be approved the Board of Supervisors.



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

5E1

Dony Sawchuk
Director

Board Meeting Date: May 13, 2014

To: The Honorable Board of Supervisors
From: Dony Sawchuk, Director
Subject: Approve a Resolution in support of an application recently submitted by Facility Services to the California OHV Grant Program.

Recommendation:

Facility Services respectfully recommends that the Board of Supervisors adopts the attached resolution

Background:

Facility Services & Airports has submitted applications for grant funding for the following OHV related projects located in Plumas County:

- Trail Development, Mount Hough
- Trail Maintenance & Ground Operations, Mount Hough

There is will be a 25% matching fund requirement to this application that will be satisfied by in kind activities from within the Facility Services Department and interested stakeholders.

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

RESOLUTION NO. 14-

**(APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA,
DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS)**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California, Hereby:

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints Dony Sawchuk, Director of Facility Services & Airports, as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project, subject to the terms and conditions of the Plumas County Purchasing Policy and other applicable County policies and procedures.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 13 of May, 2014, by the following vote:

AYES: **SUPERVISORS:**

NOES: **SUPERVISORS:**

ABSTAIN/ABSENT: **SUPERVISORS:**

Chair of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

5/22

Dony Sawchuk
Director

Board Meeting Date: May 13, 2014

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: Approve Contract Addendum #4 for KJ's Cleaning Service for the one year extension of the janitorial maintenance Contract and change in monthly contract amount.

Recommendation

Approve Contract Addendum #4 for KJ's Cleaning Service for the one year extension of the Janitorial Maintenance Contract and change in monthly contract amount.

Background

KJ's Cleaning Services is responsible for the Janitorial Maintenance of the following facilities in this contract:

1. Greenville Sub-Station
2. Greenville Library
3. Greenville Town Hall

The Court has discontinued use of the court space at the Greenville Sub-Station and no longer requires custodial services to maintain that space.

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

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS



CONSENT AGENDA REQUEST

For the May 13, 2014 meeting of the Plumas County Board of Supervisors

May 5, 2014

To: Honorable Board of Supervisors
From: Robert Perreault, Director of Public Works 
Subject: To Request Approval of Payment of \$21,888.18 to State Department of
Fish and Wildlife, Wildlife Conservation Board for timber to be removed
conjunction with the Beckwourth-Genesee Road Project.

Background:

Public Works staff is requesting authorization to pay \$21,888.18 for the value of timber to be removed for Work Order #138, Beckwourth-Genesee Road Project over State of California lands.

The Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD), in cooperation with the United States Department of Agriculture Forest Service (FS), the California Department of Transportation (Caltrans), and Plumas County, is proposing to improve a portion of Plumas County Road 111 in Plumas County, California.

The proposed action would rehabilitate, restore, resurface, and reconstruct a 9.6-mile section of FH 177 from Beckwourth north to an intersection at Clover Valley where Plumas County Road 111 continues northwesterly to Genesee, California and continues northeasterly to FH 176.

The proposed improvement of this roadway is administered under the Federal Lands Access Program. The FLAP program covers all project costs except right-of-way acquisition costs. Right-of-way acquisition costs serve as the County's matching funds. The project is currently budgeted by FHWA at \$21 million for construction and scheduled for federal FY 14/15 and 15/16. The County's right-of-way acquisition budget is estimated at \$250,000 scheduled over County FY 13/14 and 14/15.

The timber to be removed from State property along Plumas County Road 111 was appraised by an independent, private timber appraiser and the value was subsequently reviewed and approved by state land agents.

The funding for this payment is in the Department's construction projects listing and is part of the right-of-way acquisition activities in FY 13/14 funded with Prop. 1B funds previously allocated and received by the County from the State.

Recommendations:

The Department of Public Works respectfully recommends that the Board of Supervisors to authorize the Director of Public Works to issue payment of \$21,888.18 to State Department of Fish and Wildlife, Wildlife Conservation Board for timber to be removed conjunction with the Beckwourth-Genesee Road Reconstruction Project.

Attachment



Edmund G. Brown Jr., Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
1807 13th Street, Suite 103
Sacramento, California 95811-7137
www.wcb.ca.gov
(916) 445-8448
Fax (916) 323-0280

Mr. John Mannie
1834 East Main Street
Quince, California 95971

APR 30 2014

Dear Mr. Mannie:

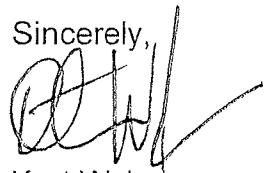
Crocker Meadows – Clarification of Existing Easement
Plumas County
Project ID: 2013054

The attached timber cruise and subsequent timber valuation review of the Beckwourth-Genesse Roadside Property have been accepted by the Wildlife Conservation Board (WCB).

The valuation amount of \$21,888.18 made payable to the WCB may be remitted to the WCB accounting department at the following address:

Wildlife Conservation Board
1807 13th Street, Suite 103
Sacramento, California 95811-7137
Attn: Accounting

Please make sure to put the Project ID: 2013054 on the remittance. If you have any questions, please do not hesitate to contact me at (916) 323-8981.

Sincerely,

Kurt Weber
Senior Land Agent

Enclosure:

cc: WCB, Fiscal Officer

State of California

The Resources Agency

Memorandum

To: Dave Means/ Kurt Weber
Wildlife Conservation Board
1807 13th Street
Sacramento, California 95811

Date: March 27, 2014

From: Bill Gallup
Senior Land Agent
Wildlife Conservation Board

Subject: **Timber Cruise and Timber Valuation Review of Beckwourth-Genesse Roadside Property. WCB Project #2013054**

The above project is the valuation of standing timber situated on 16.5 acres of land adjacent to Beckwourth-Genesse Road located at the northern end of Sierra Valley in Plumas County. The situation as I understand it is that the County of Plumas has expressed an interest in widening and improving the roadway. The roadway was constructed on easements through the property with no legal description or boundaries. The location as constructed of the roadway was considered the roadway easement. The county has proposed to formalize the easement and has offered to compensate the State for the timber located within the proposed easement. The easement varies in width and the reader is directed to the roadway improvement plans retained in the land agent file. The approximate width throughout the project is about 100' (50' on each side of the existing centerline of the road.

The appraisal document (timber cruise timber valuation) did not provide a preliminary title report, proposed purchase documents or roadway easement deeds. The appraisal did include a generic map of the area with the parcels located and the general location/description of the Beckwourth-Genesse Road. The appraisal/valuation also included a cruise prepared by professional forester Randy Jacobszoon. In preparing this review, I have reviewed the valuation, timber cruise, road plans by Plumas County and aerial photos. No abnormal or extraordinary conditions were noted. I reviewed harvesting, transportation, timber yield tax and stumpage valuation. A field inspection was not conducted by the reviewer.

After reviewing the appraisal report, dated February 12, 2014 with a date of value of February 12, 2014, with the last date of inspection on February 7, 2014. My conclusions are as follows:

The appraisal was provided in written narrative form. The valuation provides subsections to reflect the following; site location, stand description, effective date of valuation, purpose and intended use, summary of appraisal procedures, summary of volume, timber cruise procedures and various valuation categories. The appraisal also included two maps, and as an addendum, a full cruise summary.

SITE LOCATION - STAND DESCRIPTION - EFFECTIVE DATE - PURPOSE AND INTENDED USE - SUMMARY OF APPRIASAL PROCEDURES: These sections of the report are adequate for the purpose of the valuation.

SUMMARY OF VOLUME: The forester actually performed a 100% cruise of the property. The net volumes of each species of tree is summarized. The trees with commercial value are the Jeffery Pine, Ponderosa Pine and the Incense Cedar. The Douglas Fir and White Fir were of such small volume that were not considered to contribute value.

TIMBER CRUISE PROCEDURES: Timber cruise procedures were adequately described and a 100% cruise was completed.

TIMBER VALUATION CATEGORIES: The forester adequately described the harvesting costs, transportation costs, timber yield tax and stumpage valuation. Each category was adequately supported in the report as well as by the reviewer through previous timber valuation details and through internet sources. The stumpage values were established through personal knowledge of the forester of similar harvest activities as well as spot checking with the mills that are accepting logs currently. The forester indicated harvest activities would be exempt from a Timber Harvest Plan. The County of Plumas would be responsible for securing the permit/exemption.

WMA: The land agent should secure a copy of the exemption permit for the file.

TIMBER VALUATION: The forester valued the Jeffrey Pine/Ponderosa Pine volume of 135.687 mbf @\$141mbf; and the Incense Cedar volume of 21.958 mbf @ \$169mbf. Each valuation appears reasonable and appropriate. Timber Yield Tax was calculated at \$953.69.

RECONCILIATION: No reconciliation was needed in the report as only one valuation method was used. The concluded net valuation of \$21,888.18 for the timber volume within the 16.5 acre site appears reasonable and acceptable.

ATTACHMENTS: Site map and Topographical map (prepared by Jacobszoon) are adequate. A full cruise summary was included when requested by the reviewer. There were no extraordinary assumptions or conditions noted in the valuation.

REVIEWERS NOTE: There were no Assumptions, Limiting Conditions, Scope of Work, Certification and or Definition of Terms included in the valuation.

If you have any additional questions or need more information please call me at (916) 445-9728.



William L. Gallup
Senior Land Agent
Wildlife Conservation Board

A copy of the above noted documents utilized for this review and valuation of the above transaction have been retained in WCB files.

Timber Cruise and Timber Valuation
For
Beckwourth-Genesse Roadside Property

Plumas County, California

Prepared for
Plumas County
1834 E Main St
Quincy, CA 95971

As of

February 7, 2014

Prepared By

Jacobszoon and Associates
P.O. Box 225
Redwood Valley, CA 95470

February 12, 2014

Timber Appraisal

Site Location

The subject property is located in portions of Sections 3, 10, and 11, T23N, R14E, MDBM. The site is approximately three miles north of Highway 70, near the community of Beckwourth, California. The easement includes both the east and west sides of Beckwourth-Genesee Road.

Stand Description

Slopes within the property range from 0-25% and average approximately 10%. Site elevations range from 5,190 to 5,720 feet above sea level. Soils are generally deep and well drained and are derived from weathered granodiorite. Soil limitations to timber harvesting include steepness of slope, the hazard of erosion, and seasonal wetness.

The subject property has varied topography. The southern unit is primarily level to rolling marsh and sagebrush at the northern end of the Sierra Valley. The northern unit is more rolling mountain terrain and is heavily wooded and/or forested. The property is irregular in shape and includes four semi-contiguous parcels totaling 16.54 acres. Two seasonal streams drain the property. There are no improvements.

The stand can be described as Sierra Nevada lower montane forest. Dominant conifer species include Jeffery Pine, Ponderosa Pine, and Incense Cedar. Douglas-fir and White fir are a minor component of the stand. Understory species include Manzanita spp. and California Sagebrush.

Effective Date of Valuation

The effective date of valuation is February 12, 2014, which corresponds to the last date of inspection of the subject property.

Purpose and Intended Use

The goal of this appraisal is to offer my opinion regarding the market value of the timber within the easement that is proposed for removal, as part of the road right-away construction project. The client contacted and engaged the appraiser to complete a Timber Appraisal report for the permanent road right-away construction project, estimating the market value of the timber.

The sole intended User of this appraisal report is the Client and/or the clients Assigns. The intended use of this report is to evaluate the market value of the timber on the property subject to the purpose of the appraisal and the definition of market value.

Summary of Appraisal Procedures

The following information is my professional opinion regarding the market value of the standing timber as of February 12, 2014. The timber inventory was completed February 7, 2014.

A timber appraisal valuation is generally driven by the highest stumpage value relative to a delivered log price offered by local sawmills. The Timber Appraisal will be determined from the highest delivered log value, minus the cost of harvesting and log transportation.

Log values used to compile the stumpage values are the result of quotes for delivered log prices from Collins Pine in Chester and Sierra Pacific Industries in Quincy. Stumpage values were determined for Jeffrey Pine, Ponderosa Pine and Incense Cedar. Due to the minimal volume of Douglas-fir and White fir no timber values for the species were compiled.

The forester determined harvesting and log transportation costs. As a logger for over 25 years and a professional forester for the last 19 years I have adequate experience and knowledge of timber harvesting and log trucking costs. Harvesting costs were determined from estimated falling costs, and estimated skidding costs relative to skidding production.

Summary of Volume

Plumas County: Beckwourth-Genesse Road Property

Conifer Volume: MBF (Thousand Board Feet) Short Log Net Scribner Scale

Jeffrey Pine- 103.011 MBF

Ponderosa Pine- 32.577 MBF

Incense Cedar- 21.958 MBF

Douglas-fir- 1.562 MBF

White Fir- 0.768 MBF

Species	Volume (MBF)	Defect Volume (MBF)	Net Total Volume (MBF)
Jeffrey Pine	107.415	4.404	103.011
Ponderosa Pine	34.688	2.111	32.577
Incense Cedar	22.324	.366	21.958
Douglas Fir	1.562	0	1.562
White Fir	.768	0	.768
	Total		159.876

Volumes reported in board feet (BF) short log net Scribner scale.

Timber Cruise Procedures

The following procedures were followed to determine the standing timber inventory on the subject property. Field work was conducted by Ron Peterson and Jamie Pusich. Data was collected and inventory information compiled by the Randy Jacobszoon.

Data was collected February 6th and 7th, 2014.

1. Cruise volumes were determined from a 100% cruise of all trees within the easement.
2. Each tree was measured to the nearest 1 inch at DBH (4.5 feet above the ground).
3. Each tree height was measured to total height to the nearest 1 foot.
4. Deductions for defect, breakage, and missing tops were determined to the nearest 10%, by log position, for each 16.5 foot logs.
5. The minimum tree sampled was 10" DBH.
6. Trees were sampled assuming that every effort possible would be made to "save" the timber from undue breakage.
7. Calculations and cruising represent the best judgment of experienced cruisers.
8. The data collected from the timber cruise was analyzed using Scribner rule volume tables for major California conifer species.

Harvesting

The property would be logged with traditional logging equipment, which would include a rubber tired skidder. The rubber tired skidder will be used to skid logs adjacent to the road and long-line "hard to reach" trees. Trees would be either loaded with a front end loader or heel boom loader. The treatment of slash will not be a part of the timber harvesting process, but will be completed by the construction contractor. Harvesting costs would include timber falling, skidding, and log loading. Timber harvesting costs would be approximately \$150.00/mbf

Log Transportation

Logs would be hauled from the project site, Beckwourth-Genesee Road, to the Sierra-Pacific Industries sawmill in Quincy (Jeffrey Pine/Ponderosa Pine) and Oroville (Incense Cedar). Log hauling costs are approximately \$82.00/hour in this region of California. Log trucks would average approximately 3.8 mbf/load. Log transportation costs would be approximately \$59.00/mbf to Quincy and \$131.00/mbf to Oroville.

Timber Yield Tax

California requires the payment of a Yield Tax on volume of timber delivered for each quarter of the calendar year. A rate of 2.9% of the stumpage value of each species, determined by the State Board of Equalization, must be submitted within 30 days of the end of each quarter for logs delivered. The stumpage value for Jeffrey Pine/Ponderosa Pine is \$210.00/mbf and for Incense Cedar is \$200.00/mbf. Timber Yield will be \$953.69

Timber Harvest Plan (THP)

The construction or maintenance of a right-away by a public agency requires a Public Agency Public and Private Utility Exemption. The permit will be submitted by Plumas County.

Stumpage Valuation

Through personal knowledge of private timber sales under similar conditions and current sawmill procurement rates, stumpage values have been amended to reflect the actual local market conditions. The dollar amount paid by sawmills to the landowner for delivered logs, minus the cost of harvesting and delivering logs to the sawmill is the stumpage value.

Delivered Log Price

Jeffrey Pine/Ponderosa Pine -----	\$350.00/mbf (Quincy, CA)
Incense Cedar -----	\$450.00/mbf (Oroville, CA)

Volumes reported in thousand board feet (mbf) short log net Scribner scale.

Stumpage Values (2014):

Jeffrey Pine/Ponderosa Pine -----	\$141.00/mbf
Incense Cedar -----	\$169.00/mbf

Volumes reported in thousand board feet (mbf) short log net Scribner scale.

Timber Valuation

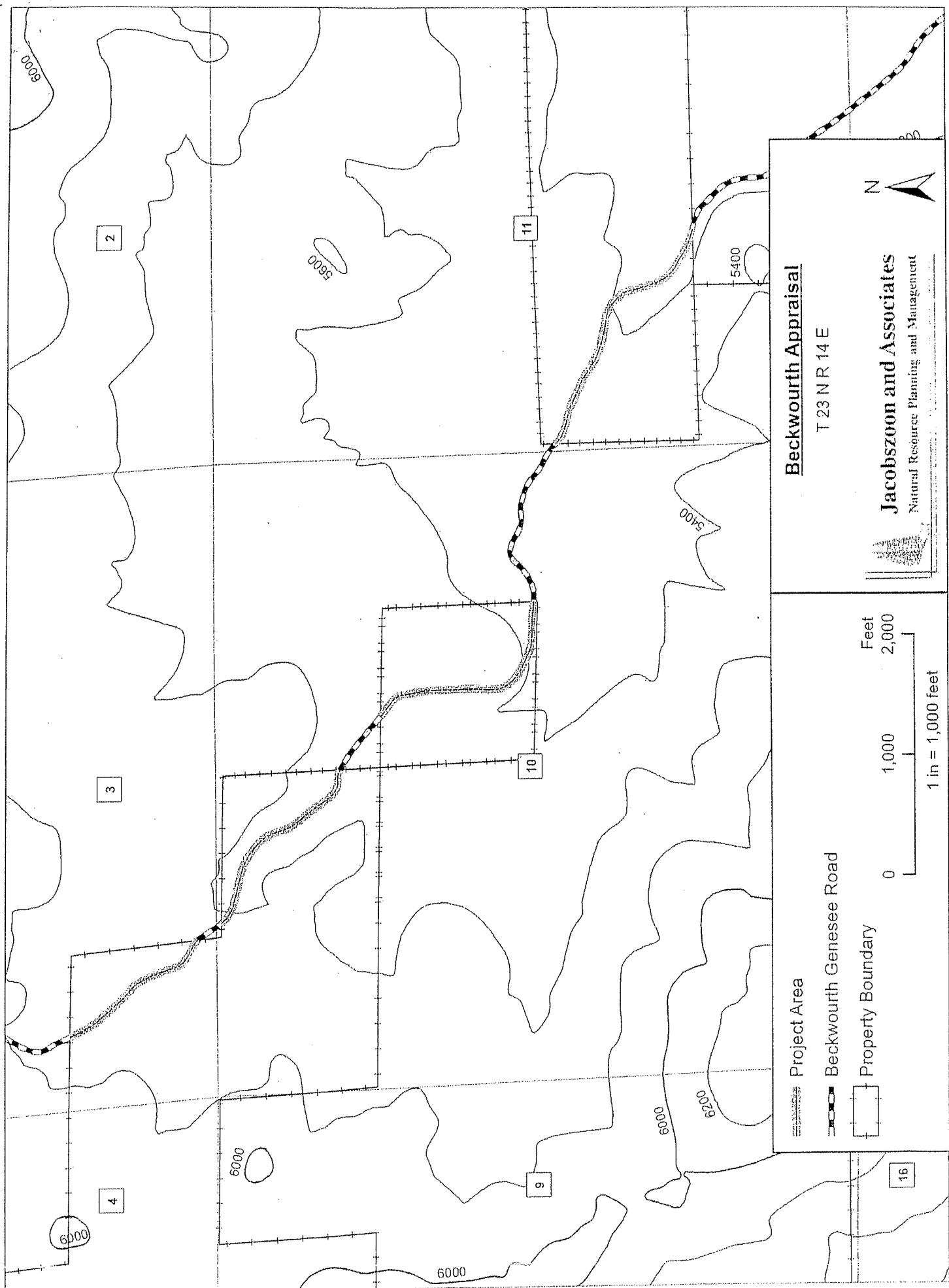
Jeffrey Pine/Ponderosa Pine: 135.687 mbf @ \$141.00/mbf -----	\$19,131.87
Incense Cedar: 21.958 mbf @ \$169.00/mbf -----	<u>\$3,710.00</u>
Timber Value Sub-Total -----	\$22,841.87
Timber Yield Tax -----	\$953.69
Total Timber Value -----	\$21,888.18

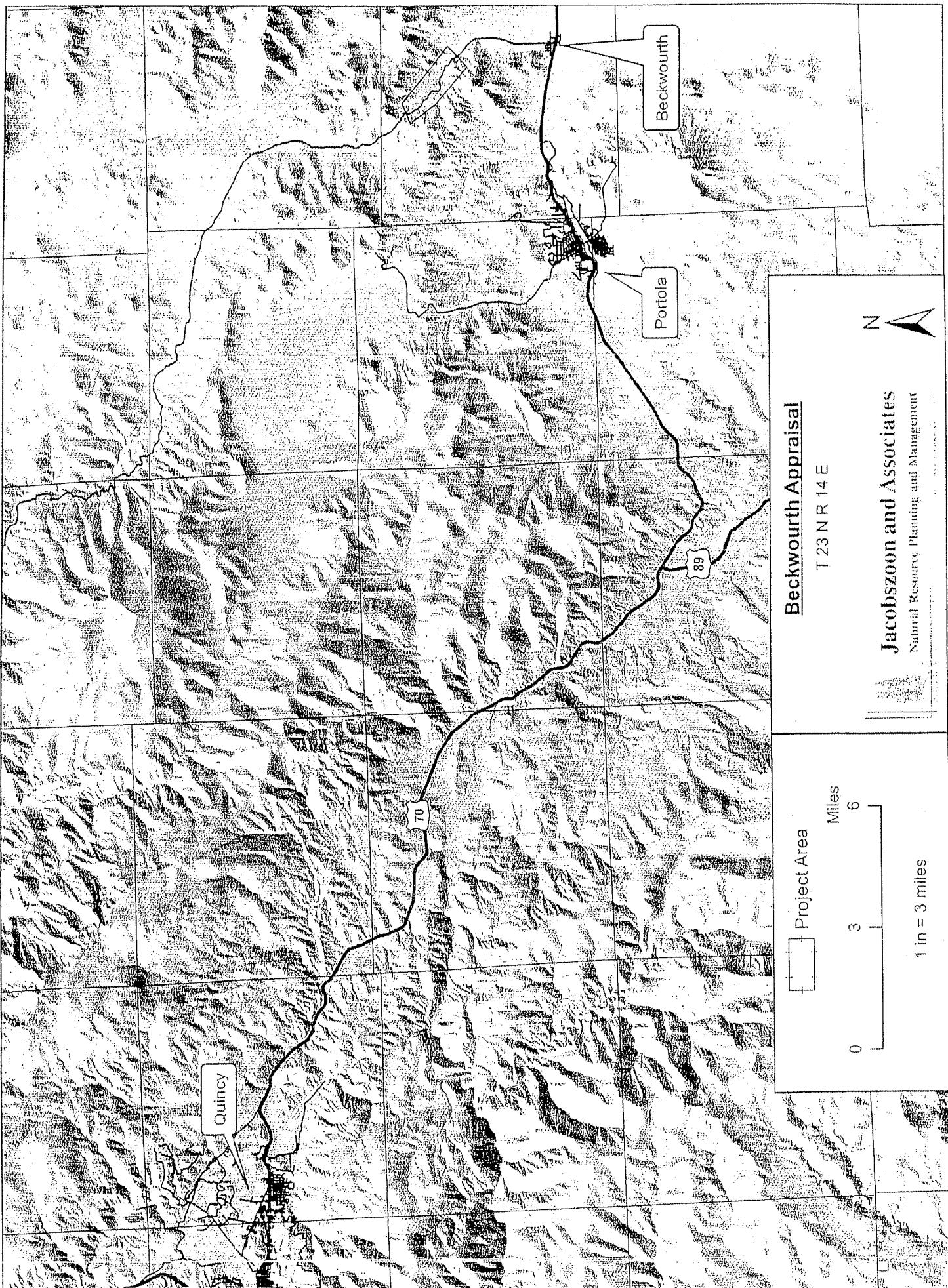
The estimates of volume, cost of harvesting, and total net revenues reported are derived from conventional sampling designs and recent market values. Actual costs and revenues may vary due to fluctuations in the forest products market.

If there are any further questions, please do not hesitate to call.

Sincerely,

Randall C. Jacobszoon
ACF, RPF #2498







PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Facsimile (530) 283-6323
Robert A. Perreault, Jr., P.E., Director Joe Blackwell, Deputy Director

CONSENT AGENDA REQUEST

For the May 13, 2014 meeting of the Plumas County Board of Supervisors

May 5, 2014

To: Honorable Board of Supervisors
From: Robert A. Perreault, Jr., Director of Public Works *Robert A. Perreault*
Subject: Approve Contract between Bar None Auctions and County of Plumas

Background:

The Department of Public Works has a current contract with Bar None Auction services to sell surplus equipment; this contract has a three (3) year term and will expire on May 30, 2014. In an effort to continue with this procedure, Public Works is proposing a three (3) year extension of the contract.

County Counsel has reviewed the proposal, approved it as to form and determined that the Board must review the contract – primarily because the auction service will be handling sums greater than \$10,000 prior to remitting payment from the auction to the County, even though expected net auction fees to Bar None will be less than \$10,000 per auction.

Recommendation:

Public Works respectfully recommends that the Board of Supervisors authorize the Director of Public Works and the Chair of the Board of Supervisors to execute the Bar None contract.

Attachment:

Attached is a copy of the proposed contract with Bar None Auctions

PROFESSIONAL SERVICES AGREEMENT
FOR
AUCTIONEERING SERVICES

THIS AGREEMENT is made and entered into this 30th day of May, 2014 ("Effective Date"), by and between the PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ("County"), and BAR NONE AUCTION, a California corporation ("Contractor").

WITNESSETH:

- A. WHEREAS, County proposes to enter into a non-exclusive contract with Contractor to sell surplus vehicles and equipment by online public auction on behalf of the County as described herein below; and
- B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within *California Government Code, Sections 25504, 25506, 25507 and 37103*, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, County and Contractor desire to contract for specific services in connection with the Scope of Work described in Exhibit "A", below, and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of County has a financial interest, within the provisions of *California Government Code, Sections 1090-1092*, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. **Scope of Services.** Contractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. **Professional Practices.** All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. **Warranty.** Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of

every nature and description including attorneys' fees and costs, presented, brought, or recovered against **County** for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of **Contractor**'s performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, **Contractor** shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to **Section 12940** of the **Government Code**. Violation of this provision may result in the imposition of penalties referred to in **Labor Code, Section 1735.**

1.5. Non-Exclusive Agreement. **Contractor** acknowledges that **County** may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of **County**. **Contractor** may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at **Contractor**'s sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. **Contractor** shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). **Contractor**'s compensation shall in no case exceed Ten Thousand Dollars (\$10,000.00) per auction.

2.2 Contingency of Funding. This Section is not applicable to this contract.

2.3. Additional Services. **Contractor** shall not receive compensation for any services provided outside the scope of services specified in this Agreement and all attachments thereto unless the **County** or the Project Manager for this Project, prior to **Contractor** performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. This Section is not applicable to this contract.

2.5. Records and Audits. Records of **Contractor**'s services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to **County** or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed

pursuant to this Agreement shall commence at a date agreed upon by the **County** and **Contractor**, said date being within ninety (90) days of the date first above written. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 3 years, ending on the third anniversary of the date first above written, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. **County** reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to **Consultant**. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, **Contractor** shall immediately stop rendering services under this Agreement unless directed otherwise by **County**.

4.3. Compensation. In the event of termination, **County** shall pay **Contractor** for reasonable costs incurred and professional services satisfactorily performed up to and including the date of **County**'s written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the **County** or in the possession of the **Contractor**.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by **Contractor** in its performance of this Agreement shall be delivered to the **County** within ten (10) days of delivery of termination notice to **Contractor**, at no cost to **County**. Any use of uncompleted documents without specific written authorization from **Contractor** shall be at **County**'s sole risk and without liability or legal expense to **Contractor**.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. **Contractor** shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined

single limits, per occurrence and aggregate.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California.

5.2. Endorsements. **Contractor** and **County** agree to the following with respects to insurance provided by **Contractor**:

(a) **Contractor** agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds **County**, its officials, employees and agents. **Contractor** also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of **Contractor** in relation to this agreement.

(b) **Contractor** agrees to require insurers to provide notice to **County** thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. **Contractor** shall assure that this provision also applies to any subcontractors, joint-venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to **County** of any cancellation of coverage.

(c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by **Contractor** or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to **County**.

(d) The **Contractor's** insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.

(e) No liability insurance coverage provided to comply with Agreement shall prohibit **Contractor**, or **Contractor's** employees, or agents, from waiving the right of subrogation prior to loss, **Contractor** waives its right to subrogation against the **County**.

5.3. Certificates of Insurance. **Contractor** shall provide to **County** certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by **County**, prior to performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which **Contractor** may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The County Administrative Officer or his designee shall be the representative of **County** for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of **Contractor** called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. **County** shall designate a Project Manager to work directly with **Contractor** in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with **County** during the term of this Agreement. **Contractor** or its Project Manager shall attend and assist in all coordination meetings called by **County**.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Bar None Auction
4751 Power Inn Road
Sacramento, CA 95826
Tel.: (916) 383-2000
Fax: (916) 383-6865

IF TO COUNTY:

Plumas County Department of
Public Works
1834 East Main Street
Quincy, CA 95971
Tel.: (530) 283-6268
Fax: (530) 283-6323

6.5. Drug Free Workplace. **Contractor** certifies that it provides a drug-free workplace by complying with all provisions of *California's Drug Free Workplace Act of 1990*. **Contractor's** failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by **County**.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with

this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. **Contractor** shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of **Contractor**'s interest in this Agreement without **County**'s prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of **County**'s consent, no subletting or assignment shall release **Contractor** of **Contractor**'s obligation to perform all other obligations to be performed by **Contractor** hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, **Contractor** shall protect, defend with counsel approved in writing by **County**, indemnify and hold harmless **County** and its elected and appointed officials, officers, employees, agents and those special districts and agencies which **County**'s Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of **Contractor**, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against **Contractor** and **County** by a court of competent jurisdiction because of concurrent active negligence of **Contractor** and **County** or **County** Indemnitees, **Contractor** and **County** agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve **Contractor** of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. **Contractor** is and shall be acting at all times as an independent contractor and not as an employee of **County**. **Contractor** shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for **Contractor** and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that **Contractor** or any employee, agent, or subcontractor of **Contractor** providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of **County**, **Contractor** shall indemnify, defend, and hold harmless **County** for the payment of any employee and/or employer contributions for PERS benefits on behalf of **Contractor** or its employees, agents, or

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of **County**.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, **Contractor** and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by **County**, including but not limited to eligibility to enroll in PERS as an employee of **County** and entitlement to any contribution to be paid by **County** for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by **Contractor** or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of **County**. **Contractor** agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of **County**. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of **County** and without liability or legal exposure to **Contractor**. **County** shall indemnify and hold harmless **Contractor** from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from **County**'s use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by **Contractor**. **Contractor** shall deliver to **County** any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by **County** or its authorized representative, at no additional cost to the **County**.

6.12. Public Records Act Disclosure. **Contractor** has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by **Contractor**, or any of its subcontractors, and provided to **County** may be subject to public disclosure as required by the *California Public Records Act (California Government Code Section 6250 et. seq.)*. Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the *California Government Code Section 6254.7*, and of which **Contractor** informs **County** of such trade secret. The **County** will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The **County** shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. **Contractor** shall be responsible for its work and results under this Agreement. **Contractor**, when requested, shall furnish clarification and/or explanation as may be required by the **County**'s representative, regarding any services rendered under this Agreement at no additional cost to **County**. In the event that an error or omission attributable to **Contractor** occurs, then **Contractor** shall, at no cost to **County**, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of **County** and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. **Contractor** will not employ any regular employee of **County** while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Scope of Work such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of **County** and **Contractor** and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall

constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

Bob Perreault, Director of Public Works

Date: _____

CONCURRENCE

Jon Kennedy, Chairman of the Board

Date: _____

BAR NONE AUCTION, a California Corporation

Zeb Seidel, President

Date: _____

Kelly Peterson, Secretary

Date: _____

Taxpayer ID Number 90-0424924

APPROVED AS TO FORM:

Stella J. Maxwell, Deputy
County Counsel

Date: 4/23/14

EXHIBIT A

SCOPE OF WORK

Contractor shall sell, by online public auction, surplus vehicles and equipment on behalf of **County**. **Contractor** shall be notified by electronic mail (e-mail) or by United States mail of the **County**'s intent to sell such property by auction and said auction shall be scheduled by **Contractor** with **County**.

Contractor shall inventory such property upon request and provide an online catalogue of such property on **Contractor** website: www.BarNoneAuction.com. Once an item has been consigned and advertising on that item has begun, said item shall not be removed or withdrawn from the auction without mutual consent from **County** and **Contractor**. If such an item has been removed, **Contractor** shall receive full commission on said item as if said item were sold at the minimum bid price at auction. All items sold at auction by **Contractor** shall be sold to the highest bidder without expressed or implied guarantee as to the value of said item. Likewise, no guarantee is given to **County** as to a selling price other than that expressed as a minimum bid.

Items posted for sale at the auction by **County** with **Contractor** shall be made available for inspection by prospective bidders at the **County**'s facilities at 1834 East Main Street in Quincy, Plumas County, California during designated times and dates established and approved by **County**. **Contractor** shall provide an auction representative to be on-site during the advertised preview/inspection times and dates to assist prospective bidders with inspection of inventory and to answer pre-bidding questions.

Advertisements for auction events shall be prepared, coordinated and paid for by **Contractor**, and shall include, but not be limited to, local and district newspapers, trade magazines, direct marketing, e-mail notifications and auction sales brochures mailed to auction patrons as well as internet postings. **Contractor** shall utilize all of its skill, knowledge, experience and professional ability to obtain the highest possible selling price for each item offered for sale. **Contractor** shall post advertisements for the auction event in the Plumas County Courthouse no less than five (5) working days prior to the event per *Section 25506 of the Government Code*.

Contractor shall collect bidder registration information and pre-qualify bidders prior to the online auction through the above-mentioned website. Bids will be accepted by means of a timed online format with an advertised time for the closing of bids. The bidder submitting the highest bid above the stated minimum bid will be awarded the sale of the item. **Contractor** shall collect 100% of the highest bid amount from the winning bidder, together with any applicable California State Sales Tax at the current rate of 7.5% for Plumas County, applicable DMV fees, and any advertised buyer's premium that is charged for the convenience of placing bids through the **Contractor** website.

Contractor shall specify a date and time for removal of sold items within 48 hours after close of the online auction. **Contractor**'s sales representative shall be on-site to coordinate all buyer pick-up and the removal of sold items. Each successful bidder shall present a "Paid" receipt and "Gate Release" from **Contractor** in order to pick up auctioned items from the Plumas County auction site. No item will be picked up by buyer until full payment for that item is made.

Contractor shall provide **County** with a detailed sales report of each sold item, by lot number and complete description, along with the final sale price of each item sold during the online auction. A complete registration list of auction participants, with names, addresses and telephone numbers shall be collected and provided to **County** for their records of the auction. Final reconciliation of figures, including all expenses to **County**, along with full payment to **County** shall be made within fifteen (15) calendar days after the auction date.

EXHIBIT B

FEE SCHEDULE

Auction fees shall be based upon a commission of 6% of the sale price for each item that is sold for \$1,500.00 or more, and 10% of the sale price for each item sold for less than \$1,500.00. The commission shall be based solely on the actual sale price, irrespective of sales tax, fees or premiums. The commissions shall be deducted from the proceeds of the auction before payment is made to **County**. No other fee or expense shall be charged to **County**.

EXHIBIT C

PROJECT SCHEDULE

County shall request that **Contractor** establish a date for the proposed online auction within ninety (90) days of the date first above written and at various dates subsequent to the first auction as requested by **County** to meet its auction needs during the term of this contract.

EXHIBIT D

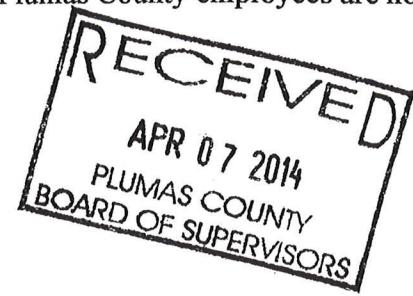
CERTIFICATES OF INSURANCE

(Attach Here)

CLAIM AGAINST THE COUNTY OF PLUMAS
(Pursuant to Government Code §910.4)

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.

MAIL TO:
Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971



CLAIMANT INFORMATION

1.	Name of Claimant: <u>Gossett, Thomas</u>			
2.	Date of Birth: <u>07/22/1967</u>	3.	Gender (circle one): <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	
4.	Mailing Address of Claimant:			
	<u>25 N. Mill Creek Road, #9</u>	<u>Quincy</u>	<u>CA</u>	<u>95971</u>
	Address	City	State	Zip
5.	Mailing Address where notices are to be sent (if different than mailing address of claimant):			
	<u>Same as Above</u>			
	Address	City	State	Zip
6.	Telephone Number of Claimant: <u>(530) 258-6299</u>			

INFORMATION ABOUT CLAIM

7. Incident Date: Month 10 Day 07 Year 2013

8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
Plumas County Jail

9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
See Attachment A

10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:

1. Spinal Injury, the exact nature of which is to be determined by medical specialists

2. Bruises and lacerations to the face and eye

3. Loss of work/disability resulting from the spinal injury

4. Medical Expenses

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ 250,000.00

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: YES NO

13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

Plumas County Correctional Center & Sheriff's Office, Plumas County, and unknown officers.

deputies, employees, and agents thereof

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? YES NO

15. Name of insurance carrier and telephone number (including area code):

n/a
Name

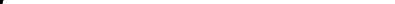
Telephone Number

Address **City** **State** **Zip**

16. Policy Number: n/a
17. Are you the registered owner: YES NO
18. Amount of deductible: \$ _____
19. Make: n/a Model: _____ Year: _____

Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to \$10,000.00.

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.


Signature

4/4/14

Tom Gossett

Printed Name of Person Completing Claim

Attachment A

Response to Line Item 18

“Explain the circumstances that led to the damage or injury”

I was a non-violent offender in custody at the county jail for driving under the influence when I was assaulted by another inmate who was in custody for a violent felony offense (assault with a deadly weapon). My eye was cut and my back was injured during the assault. After the assault, I made several requests for medical treatment on my back, which had been surgically repaired several years prior to this incident. Despite obvious evidence that I had a severely injured spine, I was repeatedly denied access to medical treatment. When I was finally able to see a doctor in person after several weeks, they confirmed that one of the screws in my spine was fractured. When I entered custody the screw was not fractured, and other than the assault, there were no other intervening incidents that could have caused the fracture. Although I am still undergoing medical treatment and evaluation, the injury likely requires surgery and may result in partial to permanent disability.

Attachment B
Documentation Supporting Claim

888-285-3333

Bar #
916 564-3780

PLUMAS COUNTY CORRECTIONAL CENTER

Activity Sheet for Booking #: PCSCC0000010763

10/09/13 7:39

Hermann
Wanger

ID #: 2116

Name: GOSSETT, THOMAS MICHAEL

Cell: NMAX 15

Status: M

Class: ADSEG

Hold Reason: CR

Holding For:

Activity Date/Time: 10/08/13 5:32 Activity: INCD JI

Old Facility:

Old Cell:

New Facility:

New Cell:

Amount:

Qty:

1

Extension:

Phone #:

Completed:

Appointment Date/Time:

Officer:

99486

Notes:

INCIDENT # 428

On 10/07/2013 at approximately 0710 hours, I was entering the office and heard shouting coming from the work furlough dorm. In the corporals office, looking through the window into the dorm I witnessed Inmates Bellah, Carson and Gossett, Thomas arguing. They were saying "what you gonna do" back and forth. Bellah lunged toward Gossett and hit him, I was unable to determine where. I advised CO Morton who was in the main office that "we have a fight in dorm" She then advised Sgt. Murray who was in the Control Room. Morton came to the corporal door with keys to enter, I followed with CO Kelley behind me. Morton and I both ordered Bellah and Gossett to get off one another. One inmate made a statement get him off me and I will, then both inmates stood up and separated. Morton gained control of Bellah using a wrist lock on his left arm. Kelley gained control of Gossett and then yelled to Morton and I to "get him outta here." I took Bellah by the right arm and we escorted him out of the dorm. While walking through the office, Bellah grabbed Morton's hand, I ordered him to let go, he did not comply, I forced his hand away. Morton and Murray then escorted him from the office area to the female detox cell. I followed and closed cell door. Morton and I then proceeded to the nurses' office to get gloves on and gauze for Gossett's right eye injury per Murray's direction.

Morton and I entered the dorm with gauze and proceeded to the sink area where Murray was supervising Gossett washing blood off his face. I handed Gossett some gauze and advised him to put pressure on the injury to help stop the bleeding. He proceeded to clean his face using toilet paper and gauze. Murray told Gossett "lets get you to the nurses office and look at your eye."

While in the nurses office Murray told Gossett to sit on the exam table and questioned him. Gossett stated that Bellah was causing issues and saying something along the lines of what you gonna do, and then hit him. Murray placed a Band-Aid on the cut above Gossett's eye. Gossett was asked if he would like an ice pack and he said "no I don't need one, it will be fine." Gossett was then moved to the holding cell.

Approximately 0736 hours Murray questioned Bellah and Gossett. Both declined pressing charges against one another. Bellah was asked if he needed medical attention, and he refused. Both inmates were interviewed by Deputy Gott.

Case status: Open pending deputy report

This report will be forwarded on to a disciplinary officer for the below listed charges:

X.A.4. Insubordination, inmates shall follow all lawful directives issued by correctional personnel. (C-II)

X.B.1. Assaults, against any jail inmate. (C-III)

X.D.15. Any loud or boisterous yelling, unless in case of emergency. (C-I)

X.E.9. Cursing, any loud or boisterous yelling or swearing at other inmates. (C-II)

CO Speir J11

Vilaint fellow Carson 100116

To: Jail Commander Heraman

I, Thomas Gossett, #2116 need help with nurses faxing Dr. Price – M.D.

I need medical request on low back fusion. It has been over 10 days of asking for a nurse to do it. I need my medical records!

I just asked CO. Wagner, "What is up?" She told me that they pretty much said to just deal with it.

I have a fused low back with rods and pins in it.

On October 7, 2013 at 7:10 A.M. in the work dorm, inmate Carson Bellah hit me in the eye. I than put him to the floor, kept him there until Sgt. Murray got there to handle it.

Doing that, something has happened to my back.

Ever since October 13, 2013, I have been trying to see the doctor. All they have done is put me on I.B.U. and tramadol. That is a joke.

Nurse Debbie Frezz faxed Dr. Price on Monday October 11, 2013, but they did not send stuff on my back. They sent stuff on my shoulder and one piece with J.K. Moran. He is my back surgeon out of Reno, Nevada.

On October 13, 2013, Debbie Frezz "nurse", 4:45 P.M. faxed J.K. Morgan. Still no fax back and they will not do a follow up and still will not see me.

That is why I am writing you right now. I will be filling a Grievance Form when I am done with this. It just got handed to me by C.O. Wagner on October 18, 2013.

I filled out another request on October 16, 2013 and did not get seen. At this point I feel like I am getting joked around.

Asked for update on the fax October 16, 2013 at 3:00 P.M. Still no word back from J.K. Morgan. 5:00 P.M. October 16, 2013 filling out another nurse request form.

October 17, 2013 back still killing me and no word on fax form from October 13, 2013.

October 18, 2013 at 5:00 A.M. put another slip out to see nurse, been up all night with back pain.

I put on that slip, "If I don't see the Doc today I'm going to the Commander." At 11:00 A.M. I asked C.O. Wagner, "What is up?" That is when she told me that the doctor was here yesterday and they told her to tell me to deal with it. That was October 17, 2013.

Again, I put out a slip at 5:00 A.M. October 18, 2013 and asked for nurse to fax Dr. Price for my medical history on my lower back. At 11:00 A.M. I asked C.O. Comton what's up with the nurse and that is when he told me she was here but already left.

That is when I felt like they really did not care about anything.

By this time I already asked for a grievance form. Now that is when I asked C.O. Wagner, "What's up?" and that is when she said I was doing the right steps when I had asked for a grievance form.

That is when I told her I had a jail message request form to file and to send to the commander. She said, "That is what you are going to have to do."

So thank you for your time,

Thomas Gossett, #2116

P.S. I need my medical history from Dr. Price on low back and surgery history on surgery from J.K. Morgan.

To: Jail Commander Heraman

Sorry to bother you, but I need help with pressing charges on Carson Bellah from October 7, 2013 fight when he hit me. I wrote you on October 18, 2013 about my fax paper work from J.K. Morgan on my fused back. I got all the copies now.

My back is not getting better. There is a lot of pain and numbing going down my legs. Think my rod and pins got messed up.

My out date is November 28, 2013 so I will be going to Reno, Nevada to see J.K. Morgan.

Jail doctor still has not seen me yet for an x-ray and now I will just wait to see my doctor.

Do not know why jail doctor will not see me yet with all my fax paper work in on my back. You can see that it is not a joke, but whatever I am over it. It is like they do not care. Now I will just wait it out.

So if you can help me out with a three day kick and press charges on C. Bellah that would be great.

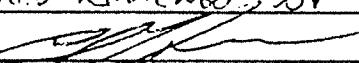
Thank you for your time,

Tom Gossett

PLUMAS COUNTY SHERIFF'S DEPARTMENT
CORRECTION DIVISION

COUNTY JAIL MESSAGE REQUEST

						DATE 10/18/13	TIME 2:20 P.M.
TO Jail Commander						<input type="checkbox"/> PUBLIC DEFENDER	<input type="checkbox"/> PROBATION
<input type="checkbox"/> JAIL SUPERVISOR	<input type="checkbox"/> SOCIAL WORKER	<input type="checkbox"/> FLOOR OFFICER	<input type="checkbox"/> BAIL BONDSMAN	<input type="checkbox"/> CHAPLAIN	<input checked="" type="checkbox"/> DIVISION COMMANDER		
RECEIVED BY OFFICER CAMPION				DATE 10/18		TIME 1502	
MESSAGE Three Note Book paper's in tow Thank you							

INMATE GOSSETT #2116	BOOKING ID NO.	CELL # NAME
REPLY Nurse FREEZE has a call into Dr. KEPPEL REQUEST THE X-RAY SHE DOES NOT HAVE THE POWER TO ORDER IT OVER THE DR. THE RECORDS HAVE BEEN REVIEWED BY DR. MORRISON		
DATE 10/21/13	TIME 12:25	BY: 

SHIE WAS NOT SURE AFTER HE DID NOT SEE HIM LAST WEEK.
IT IS STILL BEING WORKED ON AS OF TODAY.

866-442-2547
Bar ACC

Medical Correspondence

Plumas County
Sheriff's Correctional
Facility

Memo

Inmate Name: Gossett, Tom

Number: 2116

Date: 10/18/2013

From: Nursing

Mr. Gossett,

Dr. Nurjan was here yesterday and looked at your file, he decided to give you exercises to try for your back. These are the ones he requested you try for awhile. You also need to take your medication as prescribed. He also suggested an ice pack a couple of times a day, please try these things and let us know if it feels better

Thank you

5 May. RN

PLUMAS COUNTY SHERIFF'S DEPARTMENT
CORRECTION DIVISION

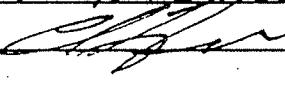
COUNTY JAIL MESSAGE REQUEST

				DATE <u>10/28/13</u>	TIME <u>7:30 AM</u>
TO <u>Jail Commander Heraman</u>	<input type="checkbox"/> PUBLIC DEFENDER	<input type="checkbox"/> PROBATION			
<input type="checkbox"/> JAIL SUPERVISOR	<input type="checkbox"/> SOCIAL WORKER	<input type="checkbox"/> FLOOR OFFICER	<input type="checkbox"/> BAIL BONDSMAN	<input type="checkbox"/> CHAPLAIN	<input checked="" type="checkbox"/> DIVISION COMMANDER
RECEIVED BY OFFICER <u>STB</u>	DATE <u>10/28/13</u>				TIME <u>0820</u>
MESSAGE <u>One Note Book paper in Tow Thank you,</u>	<u>Tom Brown</u>				

NMATE <u>THOMAS (25527)</u>	BOOKING ID NO. <u>2111e</u>	CELL # <u>S M 111</u>
REPLY REQUEST Patrol File A Report B SEN, TO D.A. FOR THIS FIGHT. Now THAT You HAVE Your MEDICAL RECORDS THE DR. MAY SEE You. IF NOT, THEN THE DR DOES NOT FEEL IT IS NECESSARY. CONSULT w/ DATE <u>10/28/13</u> TIME <u>1045</u> BY: <u>Officer</u>		
JAIL Nurse on MEDICAL ISSUES:		<u>I will Review Your File For A 3- DAY PERIOD</u>

PLUMAS COUNTY SHERIFF'S DEPARTMENT
CORRECTION DIVISION

COUNTY JAIL MESSAGE REQUEST

				DATE 11/14/13	TIME 1 P.M
TO Jail Commander Herman				<input type="checkbox"/> PUBLIC DEFENDER	<input type="checkbox"/> PROBATION
<input type="checkbox"/> JAIL SUPERVISOR	<input type="checkbox"/> SOCIAL WORKER	<input type="checkbox"/> FLOOR OFFICER	<input type="checkbox"/> BAIL BONDSMAN	<input type="checkbox"/> CHAPLAIN	<input type="checkbox"/> DIVISION COMMANDER
RECEIVED BY OFFICER Compton JIZ				DATE 11/14/13	TIME 1330
<p>MESSAGE I Need help Getting The Police Report That Robby GOT did on 10/13/13. The ONE he sent To The D.A of Carson Bellah hitting me. I've been asking for IT for over a weak and I am NOT getting any wher in hear with it. I need it for my fill. my Back is hell of messed up and my lag to my Toes are still Nume. Thanys</p>					
INMATE	BOOKING ID NO. 2116	CELL #			
<p>REPLY Tom Gossett #2116 - ONCE REPORT IS SUBMITTED TO THE D.A, ONLY HIM OR YOUR ATTORNEY CAN RELEASE / PROVIDE A COPY - I CAN GET YOU A CASE # FOR YOUR RECORDS</p>					
DATE 11/14/13	TIME 1352	BY: 			

2013009847

Tom Gossett 1 7-22-67

ORDER REQUISITION
PLUMAS DISTRICT HOSPITAL
COR EDI
ClearPractice

Client Information

Account Number	
Name	RHC CLINIC
Address	NORTHFORK FAMILY MEDICINE 1060 VALLEY VIEW DRIVE QUINCY FAMILY MEDICINE 1045 BUCKS LAKE ROAD
City, State, Zip	QUINCY, CA, 95971-9510
Phone Number	(530) 283-5640

Patient Information

Req/Ctrl#(ACC)	1342877	Alternate Ctrl # (CD-)	:2381965
Patient Name	GOSETT, THOMAS M	Gender :	Male Date Of Birth : 07/22/1967
Collection Time	Fasting : U		
Collection Date	NPI : 1780648311	Patient SS :	***-**-7243
Patient ID	2127719	Alt ID (PID):	7868
Physician Name	PRICE, LAWRENCE		
Bill Code	Client		
Clinical Info	worsening low back pain 12/23/2013 xray shows right s1 pedicle screw is now fractured. see attach		

Responsible Party/Insured's Information

Name	GOSETT, THOMAS M	Relationship :	Self
Address	25 N MILL CRK RD SPC 9, Patient Home Phone : (530) 258-6299		
City, State, Zip	QUINCY, CA, 95971		

Test Ordered

	MRI- Lumbar Spine w/o contrast- PDH
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Diagnosis Codes

724.2

(This requisition is electronically signed by PRICE, LAWRENCE MD)

-c Dr. Jay Morgan /Reno
Ph 775 323 2080
Fax 775 325 2346

Authorization - Please Sign and Date

I hereby authorize the release of medical information related to the services described hereon and authorize payment directly to PLUMAS DISTRICT HOSPITAL

01/14/2014

Patient Signature

Date

Physician Signature

Date