



BOARD OF SUPERVISORS

Terrell Swofford, Vice Chair 1st District
Robert A. Meacher, Chair 2nd District
Sharon Thrall, 3rd District
Lori Simpson, 4th District
Jon Kennedy, 5th District

AGENDA FOR MEETING OF SEPTEMBER 11, 2012 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**

INVOCATION AND FLAG SALUTE

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 COMMENT PERIOD

Informational announcements by County Department Heads.

ACTION AGENDA

1. 10:15 BOARD OF SUPERVISORS

- A. Presentation of *Certificates of Appreciation* for Joe Blackwell, Jerry Whipple, Jay Pettigrew, Joey Blackwell and Doug Martin, Department of Public Works, to acknowledge their exceptional performance of duty during an emergency situation - repair of Seneca Road on August 22, 2012 during the Chips Wildfire
- B. Authorize the Chair to execute a Professional Services Agreement with Lynn Sheehy as Plumas County Librarian effective September 17, 2012
- C. Trindel Insurance Fund: Determine option to exercise excess funds for Workers Compensation and Liability Property Program
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
- F. Appointments

INDIAN VALLEY HEALTH CARE DISTRICT

Appoint Matt Cassol to the Indian Valley Health Care District Board of Directors to form a quorum necessary to conduct business

2. 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. MENTAL HEALTH

Approve and authorize the Director of Mental Health to execute Professional Services Agreement with BHC Sierra Vista Hospital for inpatient mental health services

B. PUBLIC HEALTH AGENCY

Authorize the Chair to execute Service Agreement with Siskiyou County Public Health and Skyway House for FY 2012-2013 Public Health. Approved as to form by County Counsel

C. AIRPORTS

Authorize the Airports Director to execute a grant agreement with FAA for \$164,430 for purchase of a Snowplow for Quincy Gansner Airport

3. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Assistant Risk Manager/Safety Officer
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Department Employees Association, Operating Engineers Local #3

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, September 18, 2012, Board of Supervisors Room 308, Courthouse, Quincy, California.

EMPLOYMENT AGREEMENT

1B

This Agreement is entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and LYNN SHEEHY, hereinafter referred to as "CONTRACT EMPLOYEE," for the provision of services to the COUNTY in the capacity of Plumas County Librarian.

The parties agree as follows:

1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Plumas County Librarian, and other duties as may be assigned. A copy of the Plumas County Librarian's job description is set forth in Exhibit A, and incorporated herein by this reference.

2. TERM

CONTRACT EMPLOYEE shall be retained as the Plumas County Librarian, effective September 17, 2012, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a thirty (30) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may 'buy-out' any part of the 30-day notice period, by providing the equivalent of one month's salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination, (2) the monetary equivalent of what County would have otherwise paid as employee's contribution towards CALPERS retirement (i.e., four percent (4%) of Contract Employee's Salary), and (3) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. At COUNTY's option, severance may be paid bi-weekly for the remainder of the notice period, or in one payment.

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

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

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

4. SALARY

CONTRACT EMPLOYEE shall be considered a .75 full time equivalent employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning September 17, 2012, CONTRACT EMPLOYEE shall be paid at the hourly rate of twenty-four dollars and fifty-two cents (\$24.52) for service as the Plumas County Librarian. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE.

6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to change from time-to-time at the discretion of the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following (subject to further adjustment as a result of CONTRACT EMPLOYEE's .75 FTE status):

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual)
- b. Vacation accrual: (based on 10 days per year for 1st and 2nd year, thereafter according to County Personnel Rules) with credit given for years already employed with Plumas County.
- c. PERS retirement: 2% at 55, highest one year, with the County paying four-sevenths (4/7ths) of the employee-member's share (CONTRACT EMPLOYEE shall pay the remaining three-sevenths (3/7ths) of the employee-member's share).
- d. 40-hours of administrative leave per year.
- e. Holidays: 13 paid holidays per year as listed in the County personnel rules.

f Bereavement Leave: 5 days per incident for defined family members.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

CONTRACT EMPLOYEE shall receive cost of living adjustments based on the COUNTY'S agreement with other County department heads.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time and sick leave in accordance with County policy.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

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

9. MODIFICATION

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

10. ATTORNEY'S FEES AND COSTS

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

11. INTEREST OF CONTRACT EMPLOYEE

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

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

12. SEVERABILITY

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

13. ENTIRE AGREEMENT

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

14. RIGHT TO CONSULT WITH COUNSEL

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

15. INTERPRETATION OF AGREEMENT

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

16. NOTICES

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

17. INDEMNIFICATION

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

18. REPORTING

CONTRACT EMPLOYEE will report directly to the County Board of Supervisors through the CAO.

19. GENERAL PROVISIONS

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

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

20. EFFECTIVE DATE

This Agreement shall be effective on September 17, 2012, (the "Effective Date") if approved by both parties.

COUNTY OF PLUMAS

DATE: _____

By: _____

Robert Meacher
Chair, Board of Supervisors

CONTRACT EMPLOYEE

DATE: _____

By: _____

LYNN SHEEHY

ATTEST: Nancy DaForno, Clerk of the Board

By: _____

APPROVED AS TO FORM:

By: _____

R. Craig Settlemire,
Plumas County Counsel

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Trindel

Insurance Fund

Alpine - Colusa - Del Norte - Lassen - Modoc - Mono - Plumas - San Benito - Sierra - Trinity
A Joint Powers Authority Established in 1980
www.trindel.org

lc

Dear Patrick:

At the May 2012 Board of Directors meeting the Board authorized Resolution 12-06 establishing the calculation of excess funds by member and program. The excess funds for Plumas County for each program are listed below. Please select the option your County would like to exercise for the 2012-13 year then sign, date and return to me as soon as you can. As always if you have a question please do not hesitate to contact me.

Workers Compensation:

\$ 105,817

Apply credit to the Workers Compensation premium.
 Keep the funds in the Workers Compensation program at Trindel.
 Return funds to County.

Liability Property Program:

\$ 13,207

Apply credit to the Liability Property premium.
 Keep the funds in the Liability Property program at Trindel.
 Return funds to County.

Signed _____

Date _____

Sincerely,



David Nelson
Executive Director

GUY R. MCNETT

222 Indian Falls Road
Crescent Mills CA. 95934
Phone: (530) 284-6526
mcbat@gotsky.com

The Honorable Plumas County
Board of Supervisors
Plumas County Courthouse
Quincy, California

August 30, 2012

Ladies and Gentlemen,

I would like to ask that you consider appointing Mr. Matt Cassol to the present vacancy on the Indian Valley Health Care District Board of Directors. As you can see in his attached letter of interest, his attitude is one that we need to encourage in our communities, especially in these times.

Sincerely,



Guy R. McNett, Chairman

IVHCD Board

Mr. Matt Cassol
521 Hideaway Lane
Greenville, CA 95971

August 27, 2012

Mr. McNett:

I am writing to you for the purpose of showing my intent to be considered for a position on the Indian Valley Hospital Board. I have lived in Indian Valley my entire life and would like to become more involved in our local community. I feel that serving on our local Hospital Board would allow me that opportunity. I am of the hope that by serving on the Hospital Board it will open the doors for further opportunity to serve my community in a variety of ways.

Respectfully Submitted



Matthew Cassol

PLUMAS COUNTY MENTAL HEALTH SERVICES

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



John Sebold, LCSW, Director

DATE: AUGUST 28, 2012

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PATRICIA LESLIE, INTERIM DIRECTOR, DEPARTMENT OF MENTAL HEALTH

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 11, 2012, CONSENT AGENDA

RE: RECEIVE, AUTHORIZE SIGNATURE AND RATIFICATION OF PROFESSIONAL SERVICES AGREEMENT WITH BHC SIERRA VISTA FOR INPATIENT MENTAL HEALTH SERVICES.

It is recommended that the Board: Approve amendment #X to the contract with Behavioral Health Care Sierra Vista, Inc. for fiscal year 2012-13 and authorize the interim director of Mental Health to sign the amendment.

Background and Discussion: The Sierra Vista contract is specifically associated with the provision of inpatient mental health services to clients placed out of county.

Financial Impact:

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

Patricia Leslie, Interim Director of Mental Health is requesting that the Board of Supervisors approve the tenth (X) amendment to the contract and authorize Patricia Leslie, Interim Director of Mental Health, to sign the amendment with Behavioral Health Care Sierra Vista, Inc.

**AMENDMENT X TO:
AGREEMENT TO PROVIDE MENTAL HEALTH SERVICES**

This amendment is intended to modify the written agreement between Plumas County, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and BHC , Sierra Vista Hospital, Inc. d/b/a Sierra Vista Hospital, located at 8001 Bruceville Road , Sacramento, CA 95823, hereinafter referred to as "PROVIDER".

Both County and Provider hereby agree to renew said Agreement for FY01-02 for County Fiscal Year 2012-13.

Both parties also hereby agree to the following amendments and additional terms to the agreement:

A. The maximum dollar amount reimbursable shall be as follows:

Payment for Indigent/Short Doyle Clients: County will pay Provider eight hundred and thirty-seven dollars (\$837.00) per day, including psychiatric support services per Indigent/Short Doyle patient, no later than the fifteenth (15th) of each calendar month. County will pay provider five hundred eleven dollars and eighty-five cents (\$511.85) for Short Doyle Hospital Administrative Days without physicians' fees per Indigent/Short Doyle patient.

Payment for Managed MediCal Clients:

County will pay Provider seven hundred and forty-seven dollars, (\$747.00) exclusive of physicians' fees per day per Managed MediCal patient, no later than the fifteenth (15th) of each calendar month. County will pay Provider ninety dollars (\$90.00) per day for Inpatient Professional Fees by the attending doctor for Managed MediCal Clients. Provider will document all service billings for CPT codes 90818 and 90821 on Excel spreadsheets and provide all pertinent information necessary for County to complete Medi Cal billing. Provider will assure services are documented in a manner that is consistent with Medi Cal regulation. Provider will reimburse County for any and all disallowances that result from inadequate or incomplete documentation of services delivered. Administrative Days: County will pay Provider five hundred eleven dollars and eighty-five cents (\$511.85) for administrative days for Managed MediCal patients.

B. The total contract amount shall not exceed Twenty-five thousand dollars (\$25,000.00) for the term of this Agreement.

C. Insurance: The PROVIDER shall maintain throughout the duration of the term of the Agreement, liability insurance covering the PROVIDER and, with the exception of Professional Liability Insurance, designating COUNTY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or PROVIDER's, as additional insured on Provider's excess policy against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the PROVIDER's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the PROVIDER's excess insurance policies shall be primary as respects any claims related to or as the result of the PROVIDER's work. Coverage for the additional insured shall apply to the fullest

extent permitted by law. Any insurance, pooled coverage, or self-insurance maintained by the COUNTY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or PROVIDERs shall be non-contributory.

Auto liability insurance shall cover owned, nonowned and hired autos. If PROVIDER owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

The PROVIDER shall provide thirty (30) days advance notice to COUNTY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to COUNTY thirty (30) days after the effective date of this Agreement, and no payments for services provided by PROVIDER under this agreement shall be made by COUNTY until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling COUNTY to any and all remedies at law or in equity, including termination of this Agreement.

Excess Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. The COUNTY's Risk Manager may waive this requirement or alter the requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by COUNTY's Risk Manager. PROVIDER shall immediately advise COUNTY of any litigation that may affect these insurance policies.

- D. Provider will provide linguistically competent services as needed for Plumas County Clients as resource availability allows. The Provider will have or develop an established Cultural Competency Plan and will provide County with a copy of that Plan or approval letter from the State of California.
- E. Provider assures that beneficiaries will not be discriminated against in any manner, including admission practices, placement in special wings or rooms, or provision of special or separate meals.
- F. Provider shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.
- G. EMTALA: In the event of a medical emergency, either psychiatric or non-psychiatric, Provider shall stabilize and treat or transfer in accordance with the Emergency Medical Treatment and Active Labor Act, 42 U.S.C.1395dd ("EMTALA").
- H. HIPAA compliance: Both the Provider and the County acknowledge and agree that each party is a covered entity under the Administrative Simplification provisions of the Health

Insurance Portability and Accountability Act and the regulations promulgated pursuant thereto found at 45 CFR Parts 160 and 164 (the "Privacy Rule"). Both parties shall abide by all requirements of the Privacy Rule, including the requirements regarding their perspective uses and disclosures of protected health information (as that term is defined in the Privacy Rule) to any third parties as well as each other. In addition, each party shall cooperate with the other party where necessary to assist the other party in meeting the requirements of the Privacy Rule and Security Rule as permitted or required by law. The Provider and the County acknowledge and agree that, to the best of their understanding of the Privacy Rule, neither party is a business associate under the privacy rule.

All other terms, conditions and amendments of the contract between the parties shall remain the same.

COUNTY:

Patricia Leslie, MS
Appointed Interim Director
Plumas County Mental Health

Date

Reviewed as to form:

Steve S. Mansell
Steve Mansell
Plumas County Deputy Counsel

8/22/12
Date

Approved by CAO:

CAO

Date

PROVIDER:

Mike Zauner, CEO
BHC Sierra Vista Hospital, Inc

Date

Nicole Sinclair, CFO

Date



Plumas County Public Health Agency JB

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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Date: September 4, 2012

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Agenda Item for September 11, 2012

Item Description/Recommendation: Approve Service Agreement #PARTC1213SCPH with Siskiyou County Public Health and #A&D1213SKYWAY with the Skyway House for Public Health for FY 2012-2013, and direct the Chair to sign.

History/Background: As the Board is aware Plumas County Public Health Agency has the fiscal and administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively and efficiently with communities, Public Health contracts with providers to extend programs and provide services to diverse populations throughout the county.

The agreement with Siskiyou County Public Health is from Ryan White Part C funds, which provide for direct outpatient HIV primary care that includes HIV counseling, testing & referral, medical evaluation and clinical care, and referral to specialty and other health services. The program maintains four HIV clinic sites within the five county regions to provide these services.

The agreement with Skyway House is from funding with Alcohol and Drug funds for detoxification and residential drug treatment services for Plumas County residents.

Both Service Agreements have been reviewed and approved by County Counsel. Copies of the agreements are on file with the Clerk of the Board for your review.



DEPARTMENT OF FACILITY SERVICES

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



Joe Wilson
Director

Date: September 4, 2012

To: Honorable Board of Supervisors

From: Joe Wilson, Director of Airports

Subject: **Consent item- September 11th 2012-**

Approve execution of FAA Grant Agreement 3-06-0191-010 in the amount of \$164,430.00 for purchase of a snowplow for Gansner Airport.

Recommendation

Authorize the Director of Airports to execute the Grant agreement with the FAA.

Background

In January of this year the Board approved the Airports Capital Improvement Plan which was submitted to the FAA for funding consideration. This plan included the proposed purchase of a new snow plow for the Gansner Airport. The FAA has responded with a grant award in the amount of \$164,430.00 for the plow.

The Grant is a 90%-10% split with the County 10% match funded out of the Airports Capital Improvement budget. It is recommended that the Board authorize the Airports Director to execute the grant agreement.



GRANT AGREEMENT

U. S. Department of Transportation
Federal Aviation Administration

Date of Offer: August 31, 2012
Project Number: 3-06-0191-010
DUNS Number: 010997419

Recipient: County of Plumas (Herein called ["Sponsor"])
Airport: Gansner Field

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, Ninety percent (90.00%) of the allowable costs incurred in accomplishing the project consisting of the following:

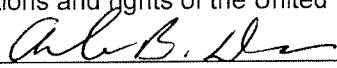
"Acquisition of Snow Plow"

as more particularly described in the Project Application dated **August 24, 2012**.

The maximum obligation of the United States payable under this Offer shall be **\$164,430.00** for airport development.

This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


fd Manager, San Francisco Airports District Office

SPECIAL CONDITIONS

1. The sponsor agrees to comply with the Grant Special Condition for Central Contractor Registration and Universal Identifier Requirements as described in Attachment A.
2. The sponsor agrees to comply with the updated Airport Sponsor Assurances (4/2012) as described in Attachment B, including the listing of current FAA Advisory Circulars (1/25/12) as provided in Attachment C.
3. This Grant Offer may be funded all or in part with funds from the Small Airport Fund.

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein, in the Project Application, and in the May 2011 "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on May 23, 2011.

I declare under penalty of perjury that the foregoing is true and correct.*

Executed this ____ day of _____, 20 ____

Signature of Sponsor's Designated Official Representative

Attest (Seal) _____

Title

* Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of California. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Executed this ____ day of _____, 20 ____

Signature of Sponsor's Attorney