



## **BOARD OF SUPERVISORS**

Terrell Swofford, 1<sup>st</sup> District  
Kevin Goss, Chair 2<sup>nd</sup> District  
Sharon Thrall, Vice Chair 3<sup>rd</sup> District  
Lori Simpson, 4<sup>th</sup> District  
Jeff Engel, 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF FEBRUARY 17, 2015 TO BE HELD AT 11:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

**10:00 – 11:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

**[www.countyofplumas.com](http://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

11:00 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**

### **1. CONSENT AGENDA**

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

A) **SOCIAL SERVICES**

Approve and authorize the Director of Social Services to sign contract between County of Plumas and Mountain Circle Family Services, Inc. for Adoption Home studies; and further authorize the Director to execute extension of this contract not to exceed twelve calendar months for each extension subject to availability of funding. Approved as to form by County Counsel

B) **SHERIFF**

Adopt **RESOLUTION** authorizing the Sheriff to apply for State of California Department of Parks and Recreation Off-Highway Vehicle Grant Funds

C) **FACILITY SERVICES & AIRPORTS**

Approve and authorize the Director of Facility Services/Airports to sign Employment Agreement between County of Plumas and Kiwani Murphy, Chester Airport Manager. Approved as to form by County Counsel

D) **PUBLIC HEALTH AGENCY**

Approve and authorize the Chair to sign Agreement of \$15,000 between County of Plumas and Sue Haun dba Strategies By Design. Approved as to form by County Counsel

2. 11:15 **COMMUNITY DEVELOPMENT COMMISSION** – Tom Yagerhoffer

Conduct a **PUBLIC HEARING** to solicit comments on Development Block Grant Housing RLF Guidelines; and adopt **RESOLUTION** to approve State-Required Changes to the Guidelines required to establish a Community Development Block Grant (CDBG) Program Housing Revolving Loan Fund. **Roll call vote**

3. **SIERRA INSTITUTE FOR COMMUNITY & ENVIRONMENT** – Jonathan Kusel

Report and update on Plumas Energy Efficiency & Renewables Management Action Plan (PEER MAP) biomass utilization

#### **4. DEPARTMENTAL MATTERS**

##### **A) PUBLIC WORKS – Robert Perreault**

Authorize the Department of Public Works/Roads to recruit and fill 1.0 FTE Road Maintenance Worker I/II position in Chester, District 3 created by resignation. Discussion and possible action

##### **B) PUBLIC HEALTH AGENCY – Mimi Hall**

Authorize the Department of Public Health to recruit and fill 1.0 FTE Registered Nurse I/II and/or Public Health Nurse I/II. Discussion and possible action

##### **C) MENTAL HEALTH – Peter Livingston**

Authorize the Department of Mental Health to purchase four vehicles utilizing a public bidding process, not to exceed \$170,000 including winter tires and wheels and specialty alterations required for safe transport of clients; and approve budget appropriation to Vehicle (541500) from unappropriated Mental Health (70570) fund balance . **Four/fifths required roll call vote**

#### **5. BOARD OF SUPERVISORS**

- A. Approve and authorize the Chair to sign letter to the California Water Resources Control Board in opposing implementation of the "Grazing Regulatory Action Program" (GRAP). Discussion and possible action
- B. Mental Health Commission: 1) appointments to fill vacancies on Mental Health Commission; 2) consider revisions to Mental Health Commission Bylaws. Discussion and direction to staff
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

#### **6. CLOSED SESSION**

##### **ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – County of Plumas v. BCM Construction, et al., Plumas Superior Court Case No. CV14-00168
- 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: Initiation of litigation pursuant to Subdivision (d)(4) of Government Code §54956.9 - Plumas National Forest Travel Management Plan
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

##### **REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

##### **ADJOURNMENT**

Adjourn meeting to Tuesday, March 03, 2015, Board of Supervisors Room 308, Courthouse, Quincy, California.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

ELLIOTT SMART  
DIRECTOR

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

DATE: FEBRUARY 3, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR FEBRUARY 17, 2015, CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION FOR THE DIRECTOR OF THE  
DEPARTMENT OF SOCIAL SERVICES TO SIGN A CONTRACT WITH  
MOUNTAIN CIRCLE FAMILY SERVICES FOR ADOPTION HOME  
STUDIES

A handwritten signature in black ink, appearing to read "ELLIOTT SMART" followed by a stylized surname.

### **It is Recommended that the Board of Supervisors**

1. Approve a contract with Mountain Circle Family Services, Inc. for Adoption Home studies.
2. Authorize the Director of the Department of Social Services to execute the agreement as the Board's designee.
3. Approve and authorize the Director of the Department of Social Services to execute extensions of this agreement not to exceed twelve calendar months for each extension subject to the availability of funding for this purpose and an agreement regarding compensation for services.

### **Background and Discussion**

Mountain Circle Family Services can provide pre-adoption home studies to families who are not working with another full service adoption agency and/or those families who are not in Mountain Circle's regular treatment foster care or adoption program. The Department of Social Services needs such services from time to time prior to making recommendations to the Court to approve an adoption. The contract before your Board secures such services.

### **Financial Impact**

There are sufficient funds appropriated in the Department's FY 2014-2015 approved budget for Professional Services to pay for these services. Adoption Services are part of the State's 2011 Public Safety Realignment so such services are paid for from this funding source. There is no contribution from the County General Fund.

### **Other Agency Involvement**

The Office of County Counsel has reviewed the proposed contract and has approved it as to form.

Copies:      PCDSS Management Staff

Enclosure

## **CONTRACT FOR ADOPTION SERVICES**

This Contract is made by and between the COUNTY OF PLUMAS, a political subdivision of the Contractor of California, by and through its Department of Social Services (hereinafter referred to as "County"), and the MOUNTAIN CIRCLE FAMILY SERVICES, INC., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Contract upon invoice by Contractor, according to the rates set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Contract shall not exceed Twenty Thousand Dollars (\$20,000.00).
3. Term. The term of this Contract shall be from January 1, 2015 through December 31, 2015, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this Contract without cause by giving sixty (60) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current year and/or any subsequent years covered under this Contract, insufficient funds are appropriated to make the payments called for by this Contract, this Contract shall be of no further force or effect. In this event, County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Contract and Contractor shall not be obligated to perform any further services under this Contract. If funding for any year is reduced or deleted for the purposes of this program, County shall have the option to either cancel this Contract with no further liability incurring to County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Contract shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of Contractor, Federal, and local laws and regulations.
7. Amendment. This Contract may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Contract shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification.

- a. **Claims Arising From Sole Acts or Omissions of County.** County does hereby agree to defend and indemnify Contractor, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "Contractor"), from any claim, action or proceeding against Contractor, arising solely out of the acts or omissions of County in the performance of this Contract. At its sole discretion, Contractor may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Contract. Contractor shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.
- b. **Claims Arising From Sole Acts or Omissions of Contractor.** The Contractor hereby agrees to defend and indemnify County, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as "County"), from any claim, action or proceeding against County, arising solely out of the acts or omissions of Contractor in the performance of this Contract. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Contractor of any obligation imposed by this Contract. County shall notify Contractor promptly of any claim, action or proceeding and cooperate fully in the defense.
- c. **Claims Arising From Concurrent Acts or Omissions.** County hereby agrees to defend itself, and the Contractor hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and Contractor. In such cases, County and Contractor agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in Section 8.e below.
- d. **Joint Defense.** Notwithstanding section 8.c above, in cases where County and Contractor agree in writing to a joint defense, County and Contractor may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Contractor. Joint defense counsel shall be selected by mutual agreement of County and Contractor. County and Contractor agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 8.e below. County and Contractor further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Contractor.
- e. **Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and Contractor may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory

basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this Agreement and Contractor shall verify subcontractor's compliance.

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

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

County:

Department of Social Services  
County of Plumas  
270 County Hospital Road, Suite 207  
Quincy, CA 95971  
Attention: Elliott Smart, Director

Contractor:

Mountain Circle Family Services, Inc.  
Adoptions Services  
PO Box 554  
Greenville, CA 95947  
Attention: Shauna Rossington, Executive Director

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Contract and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Contract.
23. Contract Execution. Each individual executing this Contract on behalf of County and Contractor represents that he or she is fully authorized to execute and deliver this Contract.

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

**CONTRACTOR:**

Mountain Circle Family Services, Inc.,  
Contractor of California,

By: Shana Rossington  
Name: Shauna Rossington  
Title: Executive Director

Date signed: 1-28-15

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Elliott Smart  
Title: Director of Social Services

Date signed: \_\_\_\_\_

**APPROVED AS TO FORM:**

County Counsel

By: Stephen L. Mansell 1/14/15  
Stephen L. Mansell  
Deputy County Counsel

## Mountain Circle Family Services, Inc.

### Contracted Adoptive Home Study

Mountain Circle Family Services, Inc., provides contracted home studies to families who are not working with another full service adoption agency, to families who are not in Mountain Circle's regular treatment foster care or adoption program, and to public agencies who have responsibility for a child (such as State Adoptions) on the permanency/adoption track.

A flat fee of \$5,000.00 is charged per home study that is referred by the County and not otherwise reimbursable. **Payment and/or completed home study do not guarantee recommendation for adoption.** The fee is not reduced if the applicant discontinues the process.

Mountain Circle provides the following service for the above fee:

- Ensuring required fingerprint background clearances are completed (must occur before beginning interviews).
- Home Study interviews, minimum eight (8) hours face to face contact with the family. At least one of the visits is held in the adoptive family's home.
- Compilation of all required paperwork for Home Study approval (i.e., financial, medical, marriage verification, reference letters, etc.)
- Provision of social worker hours, mileage and supervision necessary to complete home study process.
- A full written Home Study report which has been reviewed approved and signed by the social worker, adoption supervisor and family.



# Office of the Sheriff

1B

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

**DATE:** **February 9, 2015**  
**TO:** **Honorable Board of Supervisors**  
**FROM:** **Sheriff Gregory Hagwood** ✓  
**RE:** **Agenda Items for the meeting of February 17, 2015**

**It is recommended that the Board:**

Review and approve the attached resolution that allows the Sheriff to apply for and administer state funding through a grant with the California Dept. of Parks and Recreation Department Off-Highway Motor Vehicle Division.

**Background and Discussion:**

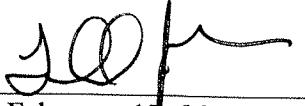
The Sheriff's Office has been receiving funding from the OHV Division of Calif. State Parks and Recreation for more than 16 years. This resolution is a yearly process necessary for continued funding through the state for the Sheriff's Office OHV program.

The current application calls for a new resolution by your Board that allows the Sheriff to apply for and administer a grant through California Dept. of Parks and Recreation. There will be a 25% matching funds requirement to this application that is easily met by in-kind activities within the Sheriff's Office (i.e. Calls handled on regular patrol assignments that involve Off Highway Vehicles and related Search and Rescue calls) as well as OHV In-Lieu Funds received from the state that are earmarked and spent on the department's OHV/OSV program. The Sheriff's Office has never relied on general funding to meet this requirement. This grant cycle should be no different.

Approved as to form by County Counsel.

## BOARD AGENDA REQUEST FORM

Department: Sheriff

Authorized Signature: 

Board Meeting Date: February 17, 2015

Request for \_\_\_\_\_ minutes for presentation

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

Consent Agenda: Yes/No

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

A. Adopt RESOLUTION authorizing Sheriff to apply for grant funds for the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds.

B. \_\_\_\_\_

C. \_\_\_\_\_

### Review by Necessary Departments:

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

County Counsel

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

#### Attached Documents:

Contracts/Agreements:

Three copies? (Y/N)

Signed? (Y/N)

Budget Transfers Sheets:

Signed? (Y/N)

***PLEASE RETURN A SIGNED COPY OF THE  
RESOLUTION WITH THE COUNTY SEAL STAMPED  
ON IT TO SGT. TODD JOHNS AT THE SHERIFF'S  
OFFICE***

Other: \_\_\_\_\_

#### Publication:

Clerk to publish on \_\_\_\_\_.

Notice attached and e-mailed to Clerk.

Notice to be published \_\_\_\_\_ days prior to the hearing.

(if a specific newspaper is required, enter name here.)

Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_\_).

Copy of Affidavit Attached.

#### County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes:  No: \_\_\_\_\_ Not Applicable: \_\_\_\_\_

If Not Applicable, please state reason why:

**The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Tuesday deadline falls on a holiday, the deadline is then the Friday before the Holiday.**

**Governing Body Resolution  
Off-Highway Vehicle Grant**

**RESOLUTION NO. \_\_\_\_\_  
RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS**

**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 as amended, 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 Plumas County Board of Supervisors 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 (as applicable); and
7. Certifies that the public and adjacent property owners have been notified of this project (as applicable); and
8. Appoints the Sheriff Gregory Hagwood as agent to conduct all negotiations, and execute and submit all documents including, but not limited to, applications, payment requests, and "subject to approval by the Board of Supervisors and County Counsel" agreements and amendments, which may be necessary for completion of the project.

Approved and Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by \_\_\_\_\_ following a roll call vote:

Ayes:

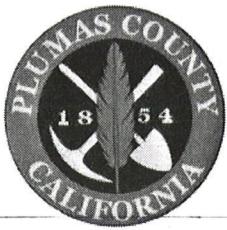
Noes:

Absent:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

lc

**Dony Sawchuk**  
Director

Board Date: February 9, 2015

To: Honorable Board of Supervisors

From: Dony Sawchuk, Director

**Subject: Approve Employment Agreement for the Airport Manager position at Chester Airport and authorize the Director of Facility Services & Airports to sign the Agreement.**

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### Background

On January 21, 2014, the Board of Supervisors approved and authorize the Department of Facility Services & Airports to recruit and fill the Airport Manager position at Chester Airport to replace the retiring Airport Manager.

### Recommendation

Approve Employment Agreement for the Airport Manager position at Chester Airport and authorize the Director of Facility Services & Airports to sign the Agreement.

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



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

1/1

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:** February 10, 2015

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Item for February 17, 2015

**Item Description/Recommendation:** Approve and direct the Chair to sign an Agreement Number TURP1417HAUN with Sue Haun in the amount of \$15,000.00.

**Background Information:** 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.

Copies of the agreements are on file with the Clerk of the Board for your review.



## Plumas County Community Development Commission

### Memo

**To:** Honorable Plumas County Board of Supervisors

**From:** Thomas Yagerhofer, PCCDC Finance/Deputy Director *TY*

**Date:** 2-5-2014

**Re:** Community Development Block Grant (CDBG) Program Housing RLF Guidelines

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On October 14, 2014, the Board of Supervisors approved my so-called "Super Resolution" that dealt with a variety of issues in the CDBG program. Included in that Resolution was approval of the necessary (draft) Guidelines for Homebuyer Assistance and Housing Rehabilitation, which were required as part of the County's request to establish a Housing Revolving Loan Fund (RLF).

These Guidelines were received by the California Department of Housing and Community Development on October 20, 2014.

On December 11, 2014, we were advised by our new CDBG Representative that there had been a delay in reviewing the Guidelines and she would review them shortly. We received her suggested changes on December 15, 2014.

We returned the revised Homebuyer Assistance Guidelines to the State on December 18, 2014 and the Owner-Occupied Housing Rehab Guidelines on December 23, 2014. The State wanted the Tenant-Occupied Housing Rehab Guidelines to be a separate document (they were previously incorporated with "Owner-Occupied" into a single Guideline). The Tenant-Occupied Guidelines were sent to the State on January 13, 2015.

The State approved all of the changes and advised us in writing on January 16, 2015. That document is attached to this letter.

The final step in this process is for the Board of Supervisors to approve by Resolution (also attached) the three sets of Guidelines incorporating the State's revisions, which are relatively minor. The Board Secretary has a binder showing the "Track Changes" version and the final version of each Guideline. An identical binder is also available for viewing by interested parties at PCCDC's offices.

With the passing of the Resolution, PCCDC can move forward with marketing the Housing RLF, which now also includes special provisions for water well loans, if any are needed.

Resolution No. \_\_\_\_\_

**TO APPROVE STATE-REQUIRED CHANGES TO THE  
GUIDELINES REQUIRED TO ESTABLISH A  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
HOUSING REVOLVING LOAN FUND**

**WHEREAS**, On October 14, 2014, the Board of Supervisors passed Resolution No. 14-8008 to deal with multiple changes to the Community Development Block Grant (CDBG) program required by the State of California Department of Housing and Community Development (HCD), and

**WHEREAS**, one of the required items was submittal of draft Guidelines necessary to operate a Housing Rehabilitation Revolving Loan Fund (RLF), to the State for their approval, and

**WHEREAS**, HCD had several revisions to the draft Guidelines which were made, resubmitted and subsequently approved by HCD on January 16, 2015,

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Board of Supervisors approves the following final Housing RLF Guidelines:

- CDBG Homeowner Program Guidelines
- CDBG Housing Owner-Occupied Rehabilitation Program Guidelines
- CDBG Housing Tenant-Occupied Rehabilitation Guidelines

**ADOPTED AND APPROVED THIS** 17th day of February 2015, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Kevin Goss, Chairperson

**ATTEST:**

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Nancy DaForno, Clerk of the Board

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**DIVISION OF FINANCIAL ASSISTANCE**  
**Community Development Block Grant Section (CDBG)**

2020 W. El Camino Ave, Suite 500  
Sacramento, CA 95833  
P. O. Box 952054, MS 500  
Sacramento, CA 94252-2054  
(855) 333-CDBG (2324) / FAX (916) 263-2762



January 16, 2015

Mr. Jon Kennedy  
Chair Person, Board of Supervisors  
County of Plumas  
PO Box 319  
Quincy, CA 95971

**RE: Approval of updated CDBG HOMEBUYER PROGRAM (HA) Guidelines and CDBG OWNER-OCCUPIED HOUSING REHABILITATION (HR) and CDBG TENANT-OCCUPIED HOUSING REHABILITATION (HR) PROGRAM Guidelines**

Dear Mr. Kennedy,

The Department of Housing & Community Development (Department) received copies of the County of Plumas (County) recently updated CDBG Homebuyer Program Guidelines & CDBG Housing Owner-Occupied Rehabilitation Program Guidelines and CDBG Housing Tenant-Occupied Rehabilitation (Guidelines) with a request for HCD review and approval.

The County's updated **CDBG Homebuyer Program Guidelines & CDBG Housing Owner-Occupied Rehabilitation Program Guidelines and CDBG Housing Tenant-Occupied Rehabilitation Guidelines** have been reviewed and are found to be in compliance with current Community Development Block Grant Program requirements.

After completing the necessary public participation process (properly noticed public meeting, approval/acceptance of updated guidelines by resolution) please insure a copy of these newly approved Guidelines along with a copy of the approving resolution are included in each of the County's Homebuyer Program Guideline & Housing Owner-Occupied Rehabilitation Program Guideline and Housing Tenant-Occupied Rehabilitation Guideline activity files (each open grant and program income account files) within the County's public folder.

Should you have any questions or need any assistance, please contact your Contract Representative, Terri Wright by phone at (916) 263-1097, or via e-mail at [terri.wright@hcd.ca.gov](mailto:terri.wright@hcd.ca.gov).

Sincerely,

Thomas Brandeberry  
CDBG Section Chief

cc: CDBG Program Living File  
cc: Thomas Yagerhofer – PCCDC Interim Executive Director

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Fax (530) 283-6323

Robert A. Perreault, Jr., P.E., Director      Joe Blackwell, Deputy Director



## AGENDA REQUEST

for the February 17, 2015 meeting of the Plumas County Board of Supervisors

To: Honorable Board of Supervisors

From: Robert Perreault, Public Works Director

Subject: Authorization for the Public Works/Road Department to fill the vacancy of one (1) FTE Road Maintenance Worker I / II position in Chester, District 3

A handwritten signature in black ink that reads "Robert A. Perreault".

### Background:

One (1) FTE Road Maintenance Worker on the Chester crew has resigned effective February 13, 2015.

The Department is requesting to fill this position.

This position is funded and allocated in the FY 14/15 Public Works budget.

The appropriate Critical Staffing Questionnaire and Department Organizational Chart are attached.

### Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorize to fill the vacancy of one (1) FTE Road Maintenance Worker position I / II in Chester, District 3.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Public Works Maintenance Worker I/II Worker Position Dist. 3**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.**
- Why is it critical that this position be filled at this time?  
**Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal.**
- How long has the position been vacant?  
**Less than one week.**
- Can the department use other wages until the next budget cycle?  
**The department's wage and benefits portion of the 14/15 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1?      **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?      **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments?      **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?      **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions?      **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
**None**
- Does the department have a reserve?      **Yes**      If yes, provide the activity of the department's reserve account for the last three years?

11/12    \$0

12/13    (\$439,699)

13/14    \$0



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

4B

**Mimi Khin Hall, MPH, CHES, Director**

<input type="checkbox"/> <b>Administration &amp; Health Education</b> Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> <b>Clinic &amp; Nursing Services</b> Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> <b>Senior Nutrition &amp; Transportation</b> Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> <b>Environmental Health</b> Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> <b>Environmental Health – Chester</b> 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**DATE:** February 9, 2015

**TO:** Honorable Board of Supervisors

**FROM:** Mimi Hall

**ITEM:** Agenda Item for February 17, 2015

**RECOMMENDATION:** Approve a request to recruit and hire a 1.00 FTE Registered Nurse I/II, and/or Public Health Nurse I/II.

**HISTORY AND DISCUSSION:** As the Board will recall Plumas County Public Health Agency provides nursing services for several programs. The Public Health Agency has recently received a letter of resignation from a nurse (1.0 FTE). This position is fully funded by state and local resources it does 'not use any County General Fund contributions. It is essential that this position be filled to meet state mandates and related health contractual agreements.

The Boards action today will approve a request to recruit and hire a Registered Nurse I/II, and/or Public Health Nurse I/II/III.

A copy of the critical staffing request is attached for your review. Please contact me should you have any questions.

Thank you.

C:\Documents and Settings\rpenn\My Documents\BOS\HR-PHN RN 2015.doc

# PLUMAS COUNTY MENTAL HEALTH

Peter Livingston, LCSW, Director  
270 County Hospital Road, Suite 109 Quincy, CA 95971  
(530) 283-6307 FAX (530) 283-6045  
plivingston@kingsview.org



4c

## MEMO

DATE: FEBRUARY 9, 2015  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: PETER LIVINGSTON, LCSW, DIRECTOR  
SUBJECT: AGENDA ITEM FOR BOARD MEETING OF FEBRUARY 17, 2015  
REGARDING: VEHICLE PURCHASE

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS: AUTHORIZE THE MENTAL HEALTH DEPARTMENT TO PURCHASE FOUR VEHICLES, UTILIZING A PUBLIC BIDDING PROCESS, NOT TO EXCEED A TOTAL COST OF \$170,000, INCLUDING WINTER TIRES AND WHEELS AND SPECIALTY ALTERATIONS REQUIRED FOR THE SAFE TRANSPORT OF CLIENTS TO PSYCHIATRIC HOSPITALS.**

**BACKGROUND AND DISCUSSION:** In the normal course of business, the Mental Health Department has multiple needs for vehicles. The existing fleet is aging and many vehicles have serious mechanical difficulties. Some vehicles are out of service due to major mechanical problems. It is not uncommon for the cost of repairs to exceed or approximate the value of the vehicle. The Department has not previously utilized a regular schedule of vehicle acquisitions and replacements. At the December 16, 2014 Board of Supervisors meeting the Department requested authorization to purchase 16 vehicles to include replacement vehicles as well as vehicles for assignment to newly allocated staff positions. The request was denied and guidance was provided that the Department should return to the Board with requests for small clusters of requests.

The current request includes replacement of the Department's two caged vehicles (see vehicles #1 and #2 on the attached PCMH Vehicle Inventory list) which are used to transport clients and community members to psychiatric hospitals when they have been placed on a 5150 hold. These vehicles require the installation of metal safety screens for the protection of drivers. In addition, two replacement vehicles (#3 and #4 on the Vehicle Inventory) used by Case Managers to provide direct service to clients are requested; one vehicle will be stationed at the Drop-In Center and one at the Annex. A set of winter tires and wheels is included in cost estimates, which over the long-term will result in cost savings.

**FINANCIAL IMPACT:** There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

Year / Make / Model	Mileage	Purpose	Dept.	Good / Fair /	Keep	Dispose	Notes	KBB Trade in
1) 1997 RED ISUZO RODEO	126836	Hospital Transp.	MH	Poor	X		Caged, 18 years old, 127000 Miles, both rear doors sprung (will need body work to repair) Only few inches of leg room very cramped Currently OUT OF SERVICE	\$736 - \$1303
2) 2001 DODGE CARAVAN	229704	Hospital Transp.	MH	Fair	X		Caged, 1/4 Million Miles, 14 years old High Usage for Hospitalizations	\$471 - \$ 1073
3) 1996 JEEP GRAND CHEROKEE Red	1457624	Case Mgrs	DIC	Poor	X		Out of Service Cost to fix, more than value	< \$ 1000.00
4) 2003 FORD ESCAPE	169283	Case Mgrs	MH	Poor	X		Transmission gone out, 4500.00 to fix. Based on good condition, KBB is \$ 554 - \$ 1011 OUT OF SERVICE	< \$ 1000.00
5) 2008 FORD ESCAPE/BLUE	102435	Case Mgrs	MH	Good	X		Driven Locally and Portola/Chester Appx 500 miles per week	\$6810 - \$7971
6) 2000 Dodge Caravan	177558	Case Mgrs/Therapist	DIC	Fair	X		DIC High Mileage	\$248 - \$613
7) 2002 JEEP LIBERTY White	178018	Case Mgrs/Therapist	DIC	Fair	X		DIC - High Mileage	\$772 - \$1417
8) 1995 Toyota Forerunner-White	206692	Therapist	MH	Good	X		Chester usually 4 x a week Approx 500 miles per week Mileage	\$452.00 - \$1057.00
9) 2003 FORD ESCAPE	141691	Therapist/ Mt Visions	MH	Good	X		High Mileage; Portola two to three times a week, MV's Trips	\$554 - \$1011
10) 2002 JEEP LIBERTY/BLUE	115237	Case Manager	MH	Good	X		Portola, and Chester and Local, approx 350 miles a week	\$1987 - \$2884
11) 2008 FORD ESCAPE - RED	75018	Case Manager	MH	Good	X		Fairly Good Condition, Used daily, Chester Greenville , 300- 400 miles per week	\$8782 - \$9943
12) 2008 FORD ESCAPE/GREEN	89053	Case Manager	MH	Good	X		Fairly Good Condition, used daily to Portola- 350 miles a week	\$7735 - \$ 8895
13) 2008 FORD ESCAPE-SAGE	69984	Case Manager	MH	Good	X		Portola, chester.. Varied schedule, about 500 miles per week	\$9229 - \$10,390
14) 2007 DODGE GRAND CARAVAN	56790	Client transport	DIC	Good	X		DIC	\$2549 - \$3678
15) 1999 15 PASSENGER VAN	81786	Client transport / Mt Vi	DIC	Good	X		DIC	\$2354 - \$2915
16) 2012 HONDA CRV -silver	12304	Therapist	MH	Excellent	X		Portola, local apx 200 miles per week	\$ 21055- \$ 21962
17) 2012 HONDA CRV -blue	19749	Therapist	MH	Excellent	X		Portola and Chester, local apx 300 miles per week	\$20509 - \$21416

# BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHERRIE THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



February 17, 2015

Felicia Marcus, Chair  
California Water Resources Control Board  
Post Office Box 100  
Sacramento, California 95814

Dear Chair Marcus and Members of the Board:

The Plumas County Board of Supervisors strongly opposes the current approach being undertaken by the Water Resources Control Board to create and implement an additional regulatory program focused on livestock grazing. The Waterboard's goal of the statewide Grazing Regulatory Action Project (GRAP) which has an aggressive timeline is to develop a regulatory strategy that will set forth requirements for livestock grazing that address *potential* impacts to water quality. While there are some impairments in some places across the state, the Regional Water Quality Control Board stated, "none of the 303(d) listings (approximately 100 listings) that were identified by the GRAP Team as related to grazing are within the Upper Feather River Watershed." Limited resources, private and public should be focused on these 'real issues' using existing methods available versus regulatory compliance for potential concerns. Especially when staff stated (at the Redding listening session) that water quality associated with livestock grazing is not a priority.

Creating another expensive, bureaucratic program that takes money away from our rural communities and benefits third-party consultants out of the area does nothing for resource protection in our watersheds. The State Water Resources Control Board has more than sufficient and effective regulatory options available to it through the Porter-Cologne Water Quality Control Act, TMDLs, the Irrigated Lands Regulatory Program, the Clean Water Act, and the existing regulatory framework inclusive of waste discharge orders wherein impaired water bodies or operations that contribute to non point discharges can be adequately addressed. There is no justification for another "one size fits all" program in light of the existing authorities vested in the State Water Resources Control Board.

Lack of transparency associated with GRAP has everyone questioning its purpose and the actual motives of the State Water Resources Control Board. In 1995, the Board adopted the Rangeland Water Quality Management Plan, a cooperatively developed effort by industry, conservation organizations, and state and federal agencies. Over 75 ranch families from Plumas-Sierra and neighboring counties participated in Ranch Water Quality Planning Workshops conducted by University of California Cooperative Extension (UCCE), Natural Resources Conservation Service (NRCS) and local Resource Conservation Districts (RCDs). Yet you failed to proactively engage and include industry, UCCE, NRCS and RCDs in early discussions. All of these have been partners in ranch water quality science and planning for over 20 years. Industry and members of the water board have touted this program a success; so by not engaging them at the onset sends the message that they have not been relevant to ranch water quality in California. The Water Board needs to get out on the ground, build trust with diverse constituents, and acknowledge, encourage and support livestock and rangeland management that maintains and enhances water quality and ecosystem services rather than create another expensive bureaucratic regulatory program.

Please consider the following specific points:

- 1) The State Water Resources Control Board has just now emerged from a poorly administered program started only three years ago over on-site wastewater treatment systems (OWTS) resulting from AB 885. Here a one-size fits all approach to individual septic systems blossomed into a controversial social and political nightmare and the push-back and opposition all over the State resulted in reformatting the agency's approach and folding in local government with a prominent place in the process. Having just experienced this process, one would think that the State Water Resources Control Board would be equally sensitive to the lessons learned from the AB 885 controversy and apply a more integrated, interactive, and informed approach with local government having a prominent place in the proposed grazing framework. Based on comments at the "listening sessions" we believe that the State Board may be making the very same mistakes made years ago.
- 2) One cannot escape the feeling that a pre-conceived opinion may exist within the agency that grazing is a pervasive source of water quality impairment resulting in 303d listing of a water body. However, when pressed, attending staff at the Redding Listening Session could not identify specific and credible examples where grazing could be isolated as a pervasive source of impairment. Water Board staff were unable to provide clear and scientific monitoring evidence to support the need for a statewide grazing regulatory program associated with impairment of water bodies. The State Board needs to review their assumptions underlying the notion that grazing is harming beneficial uses and therefore requires additional regulation. We do not support creating a problem looking for a home. Is this proposed program really addressing a problem or is it merely proposed to comply with the 2004 non point source policy by making an assumption to fill a perceived regulatory gap?
- 3) The State Board has existing authority to proceed with actions to remedy sources of impairment to water bodies and a new regulatory framework, particularly based on assumptions, is inefficient and duplicative. And to reiterate, takes money out of our communities reducing resources for 'on-the-ground' improvements.
- 4) The State Board informed the attendees at the listening sessions that the new grazing program will not result in budget expansion nor employee expansion to accommodate the new regulatory framework. It was represented that "existing staff" will accommodate this new program and the grazing interests should expect new fees to support the new program. This is a dubious approach and appears on its face to be a program to merely increase revenues while not truly addressing the high priority needs to proceed to improve existing bodies of water listed as impaired, regardless of the source of impairment.
- 5) The economic sustainability of ranches and the rural communities in the region is in serious question and the continuous development of regulation coupled with the ever-increasing thirst for fees creates a volatile setting that places both ranch and rural community at risk. While it may be an unintended consequence, the realization that indirect impacts may compromise the very existence of open space and agriculture needs to be seriously evaluated.

- 6) Members of the State Board should conduct outreach and visit grazing livestock operations and proceed only when the programs, the science, and the operations occurring on the ground are fully understood and appreciated. We would extend an open invitation to any of the State Board members to visit Plumas County and observe and experience successful agricultural operations.
- 7) The grazing regulatory program should never have advanced to this point without direct involvement of local government. Local government whether in policy development (County General Plans) or in project implementation (Williamson Act, easements, project funding and development, project oversight) has a vested interest in the program. The range of options available to the State Board needs to be explored with local government at the table.
- 8) The development of this new regulatory program will result in numerous direct and indirect environmental impacts. The growth inducing impacts resulting from ranches and rural communities becoming unsustainable are extremely significant impacts that can only be properly addressed in an environmental impact report. Numerous other examples of environmental impact resulting from the proposed grazing program can be identified and we trust and expect that the State Water Resources Control Board will undertake its obligations to fully analyze the proposed regulatory program in an environmental impact report.

Honing in on local success and demonstrating what local government and agriculture can accomplish without burdensome State regulation is best described by reviewing those programs and efforts undertaken in between Plumas and Sierra Counties. Here, agriculture is deeply rooted in the historical, cultural, social, and economic fabric of the two counties and the strong sense of pride, land and resource respect and stewardship, as well as environmental protection is readily apparent among agricultural property owners and operations conducted on the land. The two counties in demonstrating the prominence of agriculture share a University of California Cooperative Extension program; are responsible for the first groundwater management district created in 1984 (SB 1391-Water Code Appendix); have two active Resource Conservation Districts (Sierra Valley and Feather River) covering portions of three counties (Plumas, Sierra, Lassen); have a model Integrated Regional Water Management Plan program underway; both counties actively endorse and implement the Land Conservation Act (Williamson Act); both counties maintain a strong agricultural policy framework within their respective County General Plans; and maintain and promote a strong agricultural component in its school system along with 4-H and FFA programs.

However, currently and of utmost importance in validating the strong desire for local control that is of paramount concern to this Board of Supervisors, is the local response to the Irrigated Lands Regulatory Program by a coalition of property owners from the Upper Feather River Watershed in Plumas and Sierra Counties. The Upper Feather River Watershed Group (UFRWG) has voluntarily collected in excess of one million dollars to hire staff, conduct water quality monitoring, determine and implement effective mitigation, fund administrative functions (coordination with the Regional Board, program implementation and funding, etc) and collect data to verify the high level of water quality originating from this watershed. In addition, the UFRWG worked with University of California Cooperative Extension from 2006-10 with Prop 50 funding to monitor water quality above and below irrigated lands across the Upper Feather River Watershed. In conjunction with livestock producers UC researchers conducted special

dissolved oxygen and pathogen studies all of which were accepted by the State Waterboard. Agricultural producers in our watershed are in compliance with the ILRP and should not have to be subjected to additional unnecessary regulations.

We respectfully request the State Water Resources Control Board stop further progress on the creation of the Grazing Regulatory Action Project. This Board of Supervisors further encourages the members of the State Water Resources Control Board to demonstrate the courage, leadership, and foresight needed to conclude that this program is an unnecessary duplication of existing authority and that you understand and appreciate that continuing to pursue this program will have measurable, detrimental impacts to the local and statewide agricultural economy.

Thank you in advance for your cooperation.

Sincerely,

Kevin Goss, Chair  
Plumas County Board of Supervisors

CC: Governor Jerry Brown  
Senator Ted Gaines  
Assemblymember Brian Dahle  
Rural County Representatives of California  
California State Associations of Counties  
California Farm Bureau  
California Cattlemen's Association  
Mr. Thomas Howard, Executive Officer

## 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 of the following:
  - 1. Review and evaluate the community's mental health needs, services, facilities, and special problems.
  - 2. Review any county agreements entered into pursuant to Section 5650.
  - 3. Advise the governing body and the local mental health director as to any aspect of the local mental health program.
  - 4. Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process.
  - 5. Submit an annual report to the governing body on the needs and performance of the county's mental health system.
  - 6. Review and make recommendations on applicants for the appointment of a local director of mental health services. The board shall be included in the selection process prior to the vote of the governing body.
  - 7. Review and comment on the county's performance outcome data and communicate its findings to the California Mental Health Planning Council.
  - 8. Nothing in this part shall be construed to limit the ability of the governing body to transfer additional duties or authority to the PCMHC.
- (b) It is the intent of the Legislature that, as part of its duties pursuant to subdivision (a), the board shall assess the impact of the realignment of services from the state to the county, on services delivered to clients and on the local community.

Article III. Membership

## A) Number and Composition of Members

- 1. The PCMHC shall consist of twenty (20) members.
- 2. One member shall be a member of the Board of Supervisors, the governing body.

3. 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 or are non-residents who are representative of the public interest in mental health who are not full-time or part-time employees of the county mental health service, the State Department of Health Care Services, or on the staff of, or a paid member of the governing body of, a mental health contract agency.
8. The term of each member (ending December 31<sup>st</sup>) 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).
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 meetings and the Commission recommends to the Board of Supervisors that the position be deemed vacant.
  - b) The member submits his or her resignation in writing.
  - c) Or by death, adjudicated incapacity, or non-residency.
11. 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.
12. The Board of Supervisors shall appoint the members of the Plumas County Mental Health Commission. The Commission may, but is not required to, make recommendations to the Board of Supervisors for appointment of members.

#### 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 be 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 records 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) from 12-2pm in the Quincy Library Community Room at 445 Jackson Street.
- 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.

