

BOARD OF SUPERVISORS

Michael Sanchez, Vice Chair 1st District
Kevin Goss, 2nd District
Sharon Thrall, 3rd District
Lori Simpson, 4th District
Jeff Engel, Chair 5th District

**AGENDA FOR REGULAR MEETING OF JULY 10, 2018 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.

CONSENT AGENDA: These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.



REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

STANDING ORDERS

10:00 A.M. **CALL TO ORDER/ROLL CALL**

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

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) BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign FY 2018-2019 Contract between County of Plumas and Restpadd, not to exceed \$10,000, to provide mental health rehabilitation services; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign FY 2018-2019 Contract between County of Plumas and West Hills Hospital, not to exceed \$75,000, to provide mental health rehabilitation services; approved as to form by County Counsel
- 3) Authorize payment of \$5,280 to Empire Recovery Center for placement of resident in facility without a contract

B) SOCIAL SERVICES

Approve and authorize the Interim Director of Social Services to sign contract between County of Plumas and Environmental Alternatives, Inc., for Independent Living Program Services; and authorize the contract to be extended for two additional twelve-month periods following the current term; approved as to form by County Counsel

C) AGRICULTURE/WEIGHTS & MEASURES

Approve and authorize the Chair to sign contract, not to exceed \$39,000, between County of Plumas and Department of Transportation (Caltrans) for noxious weed control; approved as to form by County Counsel

D) PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to sign Agreement Amendment Number MAA1415PCG-A4, not to exceed \$300,000, with Public Consulting Group, Inc., (PCG) to provide Random Moment Survey software system for the School Medi-Cal Administrative Activities Program (SMAA), and ratify agreement effective July 1, 2018; approved as to form by County Counsel
- 2) Authorize Public Health to recruit and fill vacant, funded and allocated .75 FTE Site Manager position at the Portola Nutrition Site, effective July 6, 2018
- 3) Adopt **RESOLUTION** to accept Agreement Amendment Number 17-10228 A1 from the State of California Department of Public Health for the Childhood Lead Poisoning Prevention Program, and authorize the Director of Public Health to sign as the Board's designee; approved as to form by County Counsel
- 4) Adopt **RESOLUTION** to accept Agreement Amendment Number 16-10853 A01 from the California Department of Public Health, Office of AIDS for various HIV/AIDS services, and authorize the Director of Public Health to sign as the Board's designee; approved as to form by County Counsel
- 5) Adopt **RESOLUTION** to accept Contract Number 18-95304 with the Department of Health Care Services of \$238,424 for providing Medi-Cal Administrative services to Plumas County (Host County), and authorize the Director of Public Health to sign as the Board's designee; and authorize the Director of Public Health to execute all current Participation Fee Agreements for CMA and TCM claiming; approved as to form by County Counsel

E) PUBLIC WORKS

Approve and authorize the Chair to sign Amendment No. 7 to the On-Call Right-of-Way Engineering Services Contract between County of Plumas and Bender Rosenthal, Inc., not to exceed \$13,000, for services related to the Blairsden-Graeagle Road Bridge Replacement project; approved as to form by County Counsel

Convene as the Plumas County Board of Equalization

2. BOARD OF EQUALIZATION

Set Assessment Appeals Hearing dates as requested by the Assessor

Adjourn as the Plumas County Board of Equalization and reconvene as the Board of Supervisors

3. DEPARTMENTAL MATTERS

A) FACILITY SERVICES – Kevin Correira

- 1) Approve and authorize the Director of Facility Services to sign contract between County of Plumas and Sierra Buttes Trail Stewardship, not to exceed \$46,185, for Mt Hough Planning Agreement; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Personal Property Lease for mini excavator and trailer with Sierra Buttes Trail Stewardship; approved as to form by County Counsel
- 3) Adopt **RESOLUTION** to revise the Plumas County Position Allocation for Facility Services to Flexibly Allocate the position of Buildings and Grounds Maintenance Worker I/II/III, Department 20120. **Roll call vote**

B) GRAND JURY

Appropriate \$1,482 from the General Fund Contingency 20980-528400 to Grand Jury, Department 20270-523700 to cover printing costs for FY 2017-2018 Grand Jury Report; **four/fifths required roll call vote**

4. BOARD OF SUPERVISORS

- A. Discussion and possible action regarding closure of McNella Lane in Sierra Valley, District 1
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – County Counsel
- B. Conference with Legal Counsel: Existing litigation - “Kane County, Utah v. United States, United States Court of Federal Claims, Case Nos. 17-739C and 17-1991C (Consolidated)”
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff’s Administrative Unit; Sheriff’s Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, July 17, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

PH (530) 283-6307 FAX (530) 283-6045

Tony Hobson, Ph.D, Director

1A1



Date: June 26, 2018

To: The Honorable Board of Supervisors

From: Tony Hobson, Ph.D., Director

SUBJECT: Agenda Item for July 10, 2018, Board Meeting

RE: APPROVE AND AUTHORIZE NEW CONTRACT BETWEEN MENTAL HEALTH AND RESTPADD (Redding).

IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS: Approve and execute the FY 2018-2019 contract for Restpadd (Redding) which has been approved to form by County Counsel.

BACKGROUND AND DISCUSSION: Provide Mental Health Rehabilitation Services.

FINANCIAL IMPACT: There are no General Fund Dollars involved in the matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.

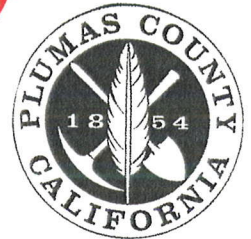
PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

PH (530) 283-6307 FAX (530) 283-6045

Tony Hobson, Ph.D, Director

1A2



Date: June 26, 2018

To: The Honorable Board of Supervisors

From: Tony Hobson, Ph.D., Director

SUBJECT: Agenda Item for July 10, 2018, Board Meeting

RE: APPROVE AND AUTHORIZE NEW CONTRACT BETWEEN MENTAL HEALTH AND WESTHILLS HOSPITAL.

IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS: Approve and execute the FY 2018-2019 contract for West Hills Hospital for \$75,000.00 which has been approved to form by County Counsel.

BACKGROUND AND DISCUSSION: Provide Mental Health Rehabilitation Services.

FINANCIAL IMPACT: There are no General Fund Dollars involved in the matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Director Tony Hobson, Ph.D.



DATE: June 29, 2018

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Ph.D., Behavioral Health Director

SUBJECT: (1) Approve and authorize payment to Empire Recovery Center

Recommendation

1. It is respectfully requested that the Board of Supervisors approve and authorize payment to Empire Recovery Center in the amount of \$ 5280.00 Plumas County resident was placed into facility without a valid, executed contract in place.

Background and Discussion

On May 14, 2018 Plumas County Behavioral Health Clinician authorized the hospitalization of a Plumas County resident into Empire Recover Center, this facility was the only center within the area with available bed space. Clinician was not aware that there was not a valid contract with this facility.

No county general funds are used for any of the above programs and staffing. County Counsel has reviewed and approved all above agreements.

EMPIRE HOTEL ALCOHOLIC
REHABILITATION CENTER, INC.
dba EMPIRE RECOVERY CENTER
1237 CALIFORNIA STREET
REDDING, CA 96001

Invoice

Date	Invoice #
5/31/2018	2965

Bill To
Plumas County Alcohol and Drug Services 270 County Hospital Rd., Suite 111 Quincy, CA 95971

DAILY RATE	SERVICE PERIOD	TOTAL DAYS
	05/01/2018-05/31/2...	18

PROGRAM	RESIDENT NAME	ENTER DATE	EXIT DATE	# OF DAYS	NET DUE
PLUMAS CO ...	Residential Service 1718-PL-01	05/14/2018	cont.	18	1,980.00

				Subtotal	\$1,980.00
PREPARED BY:	<i>B. Benoit</i>	<i>6/6/18</i>		Total	\$1,980.00
VERIFIED BY:	<i>[Signature]</i>	<i>6/7/18</i>		Payments/Credits	\$0.00
				Balance Due	\$1,980.00

Phone #	Fax #	E-mail	Web Site
5302437470	530-243-7477	marjeanne.stone@gmail.com	WWW.EMPIRERECOVERY.ORG/

OK [Signature]



ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

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

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

DATE: JUNE 21, 2018

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JULY 10, 2018 - CONSENT
AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN A CONTRACT WITH
ENVIRONMENTAL ALTERNATIVES, INC. TO PROVIDE INDEPENDENT
LIVING PROGRAM (ILP) SERVICES

It is Recommended that the Board of Supervisors

- (1) Approve the enclosed contract agreement between Environmental Alternatives Inc. and the Plumas County Department of Social Services for Independent Living Program Services.
- (2) Authorize the contract to be extended for two additional twelve-month periods following the current term, subject to the availability of Independent Living Services funds for Fiscal Year 2019-2020.
- (3) Authorize the Director of the Department of Social Services to sign the agreement for the term that began July 1, 2018 as the Board's designee.

Background and Discussion

The Independent Living Services Program (ILPS) is a set of federally funded services that are designed to assist foster youth and former foster youth who are 16 years of age or older and who are moving toward the transition from foster care to living independently. The program provides services to both dependents (W&I Code Section 300) children who are under the supervision of the Social Services Department and to children who are wards (W&I Code Section 600) of the juvenile court under the supervision of the Probation Department.

The range of transitional services that are offered to these children are decided at the local level, but they typically include assistance with obtaining a high school diploma or

equivalency, assistance with achieving an advanced education plan including assistance with applying for Chafee educational assistance stipends, securing housing, learning skills necessary to be successful in everyday living situations, and money management and consumer education.

Independent Living Program services are pivotal to providing foster youth with skills and support mechanisms that will make transition to living on their own more likely to be a successful experience. The program bridges gaps in skills learning that for non-foster children are typically taught in the home environment by family members, usually parents.

The Department is also recommending that the Board authorize the extension of the contract agreement for an additional two terms following the conclusion of the contract's initial term. The Department is requesting authority for an extension because we believe it is important for transitioning foster youth to have continuity in their connection with services that are targeting their independence from foster care. The authorization would be conditioned upon the availability of federal funding to support the ILP program.

Financial Impact

The Independent Living Services program is funded 100% by Child Welfare Services System Improvement funds. There is no local match requirement.

Other Agency Involvement

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

Copies: PCDSS Management Staff (memo only)
 Environmental Alternatives

Enclosure

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and Environmental Alternatives, (EA), a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed FORTY EIGHT THOUSAND DOLLARS (\$48,000).
3. Term. The term of this Agreement shall be from July 1, 2018 through June 30, 2019, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Environmental Alternatives from July 1, 2018 to date of approval of this Agreement by the Board of Supervisors.
4. Extension. This Agreement may be extended for an additional period not to exceed twelve calendar months for a total of 3 years subject to an agreement by both parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties.
5. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. 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.

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

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

County:

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

Contractor:

Tim Wilkinson, Executive Director
Environmental Alternatives
P.O. Box 3940
Quincy, CA 95971

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

to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

Environmental Alternatives, a
California Corporation

By: _____

Name: Tim Wilkinson
Title: Executive Director

Date: _____

COUNTY:

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

By: _____

Name: Elliott Smart
Title: Social Services Director

Date: _____

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

By: _____

Jeff Engel
Chair, Board of Supervisors

Date:

ATTEST:

By: _____

Nancy DaForno
Clerk of the Board of Supervisors

Approved as to Form:

By:

 6/19/18

Gretchen Stuhr
Deputy County Counsel

EXHIBIT A**Scope of Work**

The ILP Program will provide independent living skills training for youth 16 to 18.

The ILP Program will provide independent living skills training for non-minor dependents (NMD's), ages 18-20, to comply with AB12.

The ILP Program will provide aftercare services for children exiting the foster care system.

The ILP Coordinator will work with the Social Worker/Probation Officer and youth in preparation of the Transitional Independent Living Plan and 90-Day Transition Plan.

The ILP Coordinator will complete the yearly ILP Report in coordination with the Department of Social Services. The ILP Coordinator shall keep detailed records of those participating in the program and which services were offered.

The ILP Coordinator shall submit monthly reports to the Department of Social Services for each youth or NMD participating in the program. The reports shall reflect the services and education attended.

The ILP Coordinator shall be available for Treatment Team Meetings for those youth participating in the program.

The ILP Coordinator shall work with the Educational Liaison within the County to obtain educational information and needs.

The ILP Program will ensure that State and Federal mandates are met through the completion of surveys that may be required for the program.

The ILP Program will plan and develop the yearly Foster Care Summit that focuses on self recognition, goal development, and social connections.

EXHIBIT B**ENVIRONMENTAL ALTERNATIVES*****Environmental Alternatives Budget 2018-2019***

ILP	\$ 43,000
Foster Care Summit	\$ 5,000
TOTAL	\$ 48,000



Tim W Gibson
Agricultural Commissioner
Sealer of Weights & Measures
timgibson@countyofplumas.com

Plumas-Sierra Counties

Department of Agriculture

Agricultural Commissioner
Sealer of Weights and Measures



208 Fairgrounds Road
Quincy, CA 95971
Phone: (530) 283-6365
Fax: (530) 283-4210

Date: June 29, 2018

To: Honorable Board of Supervisors

From: Tim Gibson, Agricultural Commissioner/
Sealer of Weights & Measures

RE: Department of Transportation (Caltrans) Contract

Recommendation:

Approve and authorize the Chair to sign Caltrans contract #02A1760, in the amount of \$39,000. The contract begins July 1, 2018 and ends June 30, 2021.

Background and Discussion:

The Department has had long standing contracts with Caltrans for surveying noxious weed sites, treatment, monitoring and follow-up treatments to control and eradicate noxious weeds along State highways in Plumas County through the use of herbicides, manual grubbing, or biological control. The contract has been approved as to form by County Counsel.



Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

/D/

Date: June 19, 2018
To: Honorable Board of Supervisors
From: Andrew Woodruff
Agenda: Consent Item for July 10, 2018

Recommendation: Approve and direct the Chair to sign Agreement Amendment Number MAA1415PCG-A4 in the amount of \$300,000.00 with Public Consulting Group, Inc., (PCG) to provide Random Moment Survey software system for the School Medi-Cal Administrative Activities Program (SMAA), and ratify agreement effective July 1, 2018.

Background: State and federal laws allow local government agencies that conduct County based Medi-Cal Administrative Activities (MAA) and School based Medi-Cal Administrative Activities (SMAA) to claim federal reimbursement for a share of the cost of conducting the activities.

In California, all Local Governmental Agencies (i.e. counties) and Local Educational Agencies (i.e. school districts) participating in MAA programs do so through the LGA, and a single Host County serves as the administrator and fiscal agent, on behalf of the LGA and its membership, for statewide participation in the CMAA and SMAA programs. As the Board may be aware, Plumas County Public Health Agency was selected by the Local Government Agency Consortium to serve as the LGA Host County, beginning July 1, 2014.

Also beginning July 1, 2014, the U.S. Centers for Medicaid and Medicare Services required all SMAA programs to operate under a Random Moment Time Survey (RMTS) software system. Public Health has contracted with PCG since July 1, 2014.

Fiscal Impact: There will be no financial impact on the County General Fund, as this agreement is fully funded by the Medi-Cal Administrative Activities Program through Public Health.

This Agreement Amendment was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.



Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

1D2

Date: June 28, 2018
To: Honorable Board of Supervisors
From: Andrew Woodruff
Cc: Nancy Selvage, HR Director
Agenda: Consent Item for July 10, 2018

Recommendation: Approve a request to recruit and fill a vacant and allocated .75 FTE Site Manager position at the Portola Nutrition Site, effective July 6, 2018; and Direct Human Resources to recruit and fill the position.

Background and Discussion: As the Board is aware; Plumas County Public Health Agency receives funding from the Area Agency on Agency to provide low cost services to the elderly of Plumas County. These services include; providing nutritious meals at the congregate sites in Plumas County and delivery of meals to seniors who are homebound in Plumas County.

The Site Manager must demonstrate leadership abilities and be able to assume full management responsibility for nutrition site operations. In addition, this person needs to have effective communication skills to work with all project personnel, volunteers, participants and the community at large.

A copy of the Critical Staffing Request and organizational charts are attached for your review.

Please contact me should you have any questions, or need additional information. Thank you.

CRITICAL STAFFING COMMITTEE
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: July 10, 2018

DEPARTMENT TITLE: Senior Nutrition Services

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION:
20830, .75 FTE

POSITION TITLES: Site Manager

ARE POSITIONS CURRENTLY ALLOCATED? YES ☒ NO ☐

For Committee use only

Date of Committee Review: _____

Determination of Committee? _____ Recommended
_____ Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: _____ Approved _____ Denied

Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

This position is critical for the management and supervision of all aspect of the nutrition site operations.

This position is responsible for reporting the number of meals back to the Area Agency on Aging.

The Portola Nutrition site provided 5889 congregate meals; and 4491 home delivered meals in fiscal year 2017-2018.

The Senior Services Division of the Plumas County Public Health Agency Site Manager vacancy was effective July 6, 2018.

- Can the department use other wages until the next budget cycle?

This position is budgeted and funded in the current year.

- What are staffing levels at other counties for similar departments and/or positions?

Counties vary in how Senior Nutrition services are delivered.

- What core function will be impacted without filling the position prior to July 1?

Duties not only include oversight and supervision, cooking, packaging, serving, and cleaning at the site, but also filling in as the Head Cook when necessary.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Proper reporting, including numbers served by location and type of service is essential to maintain AAA funding and contracts, which are based on utilization.

- 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?

Any reductions to Senior Services impact older members of our communities far more than they would other county departments. Our current and potential budget reductions will not impact other county departments at this time.

- 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?

N/A.

- 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?

Numerous community need assessments, feedback from the seniors who rely on these services and Board members' comments in numerous meetings indicate there is support and agreed upon need for these programs.

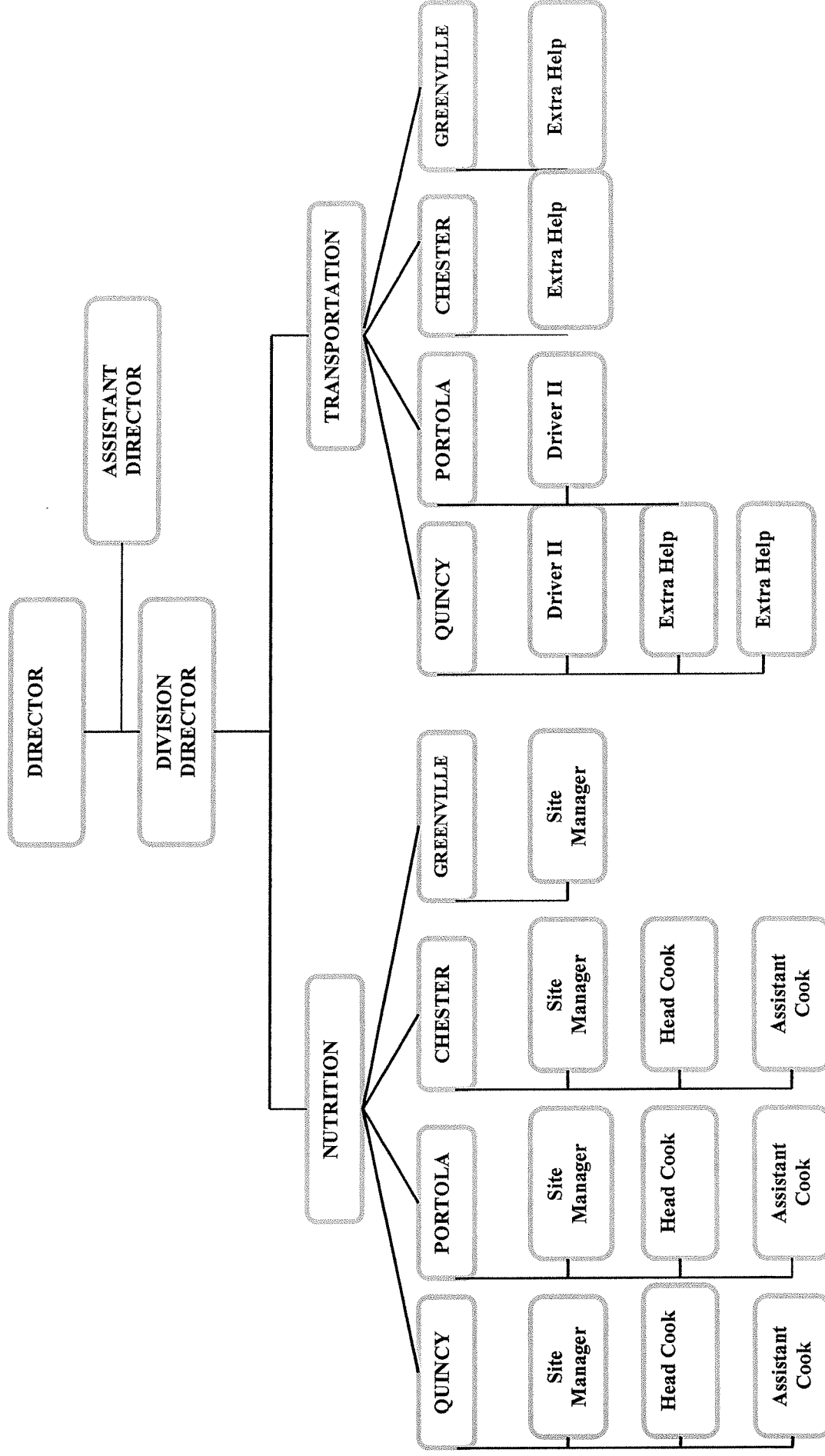
Filling this position will not increase use of the general fund from levels approved in 17-18.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

N/A

PLUMAS COUNTY PUBLIC HEALTH AGENCY
SENIOR NUTRITION & TRANSPORTATION DIVISION

4





Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

1D3

Date: June 14, 2018

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Consent Item for July 10, 2018

Recommendation: Approve a Resolution to accept Agreement Amendment Number 17-10228 A1 from the State of California Department of Public Health for the Childhood Lead Poisoning Prevention Program, and authorize the Director of Public Health to sign as the Board's designee.

Background: Plumas County Public Health Agency has been providing lead poisoning prevention services to Plumas County residents for several years. CLPPP provides funding for personnel and operating expenses for Public Health. Funds support staff efforts in surveillance, case finding, specimen collection, and follow-up. Program goals include the early detection of lead poisoned and at risk children, and elimination of lead hazards countywide.

This amendment revises the Scope of Work to reflect the staffing changes in our organization and reflects budget line items shift in Exhibit B, Budget Detail (Years 1-3). The contract total remains unchanged.

Please contact me should you have any questions, or need additional information.

Thank you.

RESOLUTION NO. 18-_____

A RESOLUTION TO ACCEPT AGREEMENT AMENDMENT NUMBER 17-10228 A01 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR CHILDHOOD LEAD POISONING PREVENTION PROGRAM FUNDING FOR FISCAL YEARS 2017-2018, 2018-2019 AND 2019-2020.

WHEREAS, PCPHA will provide direct case management for children with lead exposure in Plumas County; and

WHEREAS, PCPHA will provide Lead Education to the communities, families and health care providers in Plumas County; and

WHEREAS, PCPHA will coordinate lead-related activities for a range of local agencies and organizations; and

WHEREAS, PCPHA will alert the Childhood Lead Poisoning Prevention Branch to new sources of lead exposure and barriers in the continuum of care and prevention; and

WHEREAS, PCPHA will help develop new strategies towards realizing a mutual vision of a healthy, lead safe environment, in which children can achieve their full potential.

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors, County of Plumas, State of California, as follows:

1. Approve Agreement Amendment Number 17-10228 A01 from the California Department of Public Health, beginning July 1, 2017 through June 30, 2020 in the amount of \$201,915, and
2. Authorize the Director of Public Health to sign agreement and execute subsequent documents and amendments pertaining to Standard Agreement Number 17-10853.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 10th day of July 2018, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors



Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

1D4

Date: June 4, 2018

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Consent Item for July 10, 2018

Recommendation: Approve the attached Resolution to accept Agreement Amendment Number 16-10853 A01 from the California Department of Public Health, Office of AIDS for various HIV/AIDS services, and authorize the Director of Public Health to sign as the Board's designee.

Background: As the Board may recall, Plumas County Public Health Agency has had a contract with the California Department of Public Health, Office of AIDS for various HIV/AIDS related services and prevention activities for many years. This Standard Agreement amendment increases the funding level in the amount of \$219,774 for this agreement, due to a revised state allocation formula that reflects the annual Ryan White Part B HIV Care Grant Program Supplemental award to California for FY 2017-18. Also it will extend the contract term for two additional years (FY 2018-19 and FY 2019-20).

The term of the Agreement Amendment is from November 30, 2016 through September 29, 2020 in the total amount of \$273,774.00.

Please contact me if you have any questions or need additional information. Thank you.

RESOLUTION NO. 18-_____

A RESOLUTION TO APPROVE AND ACCEPT AGREEMENT AMENDMENT NUMBER 16-10853 A01 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, OFFICE OF AIDS FOR FUNDING FOR VARIOUS HIV/AIDS PROGRAMS.

WHEREAS, PCPHA will provide anonymous and confidential HIV Counseling and Testing services to individuals with perceived risk for HIV;

WHEREAS, PCPHA will provide HIV Care Program and to ensure the provision of the HIV care services;

WHEREAS, PCPHA will provide HIV/AIDS Case Surveillance activities to identify ongoing patterns of infection and to measure burden of disease;

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors, County of Plumas, State of California, as follows:

1. Approve Standard Agreement Amendment Number 16-10853 A01 from the California Department of Public Health, beginning November 30, 2016 through September 29, 2020 and in the amount of \$273,774.00, and
2. Authorize the Director of Public Health to sign agreement and execute subsequent documents and amendments pertaining to Agreement Number 16-10853.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 10th day of July 2018, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors



Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

105

Date: June 13, 2018
To: Honorable Board of Supervisors
From: Andrew Woodruff
Agenda: Consent Item for July 10, 2018

Recommendation:

- a. Approve the attached Resolution to accept Contract Number 18-95304 with the Department of Health Care Services in the amount of \$238,424 for providing Medi-Cal Administrative services to Plumas County (Host County) and authorize the Director of Public Health to sign as the Board's designee, and
- b. Authorize the Director of Public Health to execute all current Participation Fee Agreements for CMA and TCM claiming.

Background Information: Plumas County Public Health Agency has participated in the Medi-Cal Administrative Activities (MAA) Program for the past several years. This program allows counties, through a system of time studies and cost reports to enhance existing time and activities performed by specific staff relating to administration of Medi-Cal related services. Staff time and activities are enhanced with Federal funds using a formula based on staff classification, organizational structure and duty statements.

Per Section 14132.44(n) of the Welfare and Institutions Code (WIC), as a condition of participation in the MAC/MAA and TCM Federal Claiming programs, each local government agency shall pay an annual participation fee through a mechanism agreed to by the state and local government agencies. In California, this participation occurs through a signed agreement with Plumas County, which in turn has a contract with the State DHCS that authorizes Plumas County, as Host County, to process and pay State invoices for administrative costs incurred and audit activities necessary to ensure compliance with Federal Guidelines.

The goal of the Medi-Cal Administrative Activities Program is to ensure that local assistance is provided to Medi-Cal eligible individuals, and their families in facilitating their receipt of services and activities from the Med-Cal Program.

Please contact me should you have any questions or need additional information. Thank you.

RESOLUTION NO. 18-_____

RESOLUTION TO ACCEPT AGREEMENT NUMBER 18-95304 FROM THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) FOR REIMBURSEMENT FROM PLUMAS COUNTY FOR PROVIDING MEDI-CAL ADMINISTRATIVE SERVICES TO LOCAL GOVERNMENT AGENCY HOST COUNTY.

WHEREAS, PCPHA shall act as the Medi-Cal Administrative Activities Host County for the Local Government Agencies (LGA's) within California; and

WHEREAS, PCPHA will reimburse DHCS for its administrative costs for processing Host County LGA's Medi-Cal Administrative activities claims; and

WHEREAS, DHCS requires a resolution approving the agreement and delegating signature authority to the Director of Public Health.

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors, County of Plumas, State of California, as follows:

1. Approve Agreement Number 18-95304 from the California Department of Health Care Services beginning July 1, 2018 through June 30, 2019 in the amount of \$238,424.00, and
2. Authorize the Director of Public Health to sign the agreement and execute all current Participation Fee Agreements for CMA and TCM claiming.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 10th day of July 2018, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

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



CONSENT AGENDA REQUEST

For the July 10, 2018 meeting of the Plumas County Board of Supervisors

July 2, 2018

To: Honorable Board of Supervisors

From: *RA* Robert Perreault, Director of Public Works

John Mannle
Assistant Director

Subject: Request Authorization to approve Amendment No. 7 to the On-Call Right-of-way Engineering Services Contract with Bender Rosenthal, Inc. for \$13,000 to provide right-of-way engineering and acquisition services for the Blairdsen-Graeagle Road Bridge Replacement Project

Background:

The County of Plumas has obtained funding through the Federal Highway Bridge Program to replace a single-lane bridge on Blairden-Graeagle Road known as the "Denton Bridge". The purpose of the proposed project is to improve public safety by replacing the narrow, single-lane, structurally deficient bridge with a new two-lane bridge. Temporary and permanent right-of-way acquisition is necessary to complete the project.

Bender Rosenthal, Inc. is the On-Call Right-of-Way Consultant for the County pursuant to the vote of contract award by the Board of Supervisors on October 20, 2015. Bender Rosenthal, Inc. possesses the expertise to assist the Department in securing this easement.

Amendment No. 7 has been reviewed and approved as to form by County Counsel.

Recommendations:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 7 to the existing On-Call Right-of-way Engineering Services Contract with Bender Rosenthal, Inc. in the amount not to exceed \$13,000 to provide right-of-way engineering and acquisition services for the Blairden-Graeagle Road Bridge Replacement Project.

Attachment: Amendment No. 7 – Blairden-Graeagle Road Bridge Replacement Project

AMENDMENT NO. 7
to the
PROFESSIONAL SERVICES AGREEMENT

**Right-of-Way Engineering Acquisition Services for
Transportation Improvement Projects in
Plumas County, California**

The October 20, 2015 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and BENDER ROSENTHAL INC. ("Consultant"), is hereby amended as follows:

The "County" has identified the need for professional services on the following project:

**Blairsdon/Graeagle Bridge
(Department of Public Works - Work Order: 545)**

Project Background

The County of Plumas has obtained funding through the Federal Highway Bridge Program to replace a single-lane bridge on Blairden-Graeagle Road known as the "Denton Bridge". The purpose of the proposed project is to improve public safety by replacing the narrow, two-lane, structurally deficient bridge with a new bridge structure. Temporary and permanent right-of-way acquisition is necessary to complete the project.

Scope of Work

The scope of work shall be as specifically set forth in the Scope of Work and Cost Proposal, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Compensation

Consultant shall be paid in accordance with the Scope of Work and Cost Proposal set forth in Exhibit "A," attached hereto. Consultant's compensation shall in no case exceed Thirteen Thousand Dollars and No Cents (\$13,000.00). Certified payroll shall be submitted for staff employed in activities covered by State or Federal prevailing wage determinations in accordance with the Caltrans Labor Compliance Manual.

Project Schedule

The Consultant shall commence services within five (5) working days of full execution of this Amendment No. 7. The Consultant shall complete the work in accordance with the October 20, 2015 Professional Services Agreement thereafter.

Other Contract Provisions

All other contract provisions set forth in the October 20, 2015 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to be executed by and through their respective authorized officers, as of the date first written above.

COUNTY OF PLUMAS

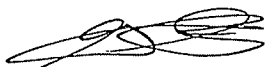
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:

 Deputy

County Counsel

Date: 6/14/18

CONCURRENCE BY:

County Purchasing Officer

Date: _____

CONSULTANT
BENDER ROSENTHAL INC.

Signature
Bob Morrison, P.E. CA RE Broker

Date: _____

Bender Rosenthal Inc. Taxpayer ID Number - 41-2034507

Attachments: Exhibit A - Scope of Work and Cost Proposal

EXHIBIT A

Scope of Work and Cost Proposal

TASK 1 – RIGHT OF WAY PROGRAM MANAGEMENT:

BRI will assign a Project Manager to oversee performance of the Tasks involved in delivery of the Right of Way (R/W) in the proposed Professional Services Contract between BRI and Plumas County Department of Public Works (Client).

TASK 2 – VALUATION SERVICES:

BRI will develop a complete valuation for the client utilizing a Waiver Valuation Format described in Caltrans Appraisal Manual Chapter Seven (7) at 7.02.13.01. A Waiver Valuation in Lieu of an Appraisal is proposed to be used on this project to estimate the compensation for the proposed acquisition of a Fee interest and a Temporary Construction Easement (TCE) interest from one (1) ownership affecting small portions of the parcel at Clients discretion.

As regards the scope for this Task Order; an appraisal is not considered to be required because the valuation problem is uncomplicated and the fair market value is estimated at less than \$10,000 based on a review of available data. The \$10,000 amount can include severance damages, but excludes any insignificant construction contract work. Client acknowledges that a Waiver Valuation is not an appraisal and is to be used merely for documentation in support of the estimated compensation used to develop Just Compensation by Client, to be paid to the property owner. Criteria considered in making the determination as to uncomplicated valuations includes:

- There is no serious question as to the highest and best use;
- There is adequate market data available;
- There are no substantial damages and benefits involved; and
- There is no substantial decrease in market value due to the presence of hazardous material/waste.

Waiver Valuations are prepared in conformance with, and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Both fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation with jurisdictional exceptions applying in some cases.

Assumptions:

- Property owners will be willing sellers. If condemnation services are needed, a full appraisal will be required.
- Appraisal maps, plat maps and legal descriptions will be provided to BRI by others.

Deliverables:

- Three copies of a Minimum Value Estimate (MVE) meeting all State and Federal Standards; and
- One (1) Fee interest and one (1) Temporary Construction Easement (TCE) from two (2) Grantors.

TASK 3 - ACQUISITION SERVICES

BRI will develop all acquisition and conveyance documents to be approved by Client for use in acquiring real property interests. BRI staff will develop; purchase agreements, easement deeds, temporary construction easement documents and escrow instructions etc. prior to the commencement of acquisition negotiations with grantors. BRI will use all necessary documents developed as stated necessary to make offers based on Client's process and specifications. BRI will meet in person if possible and will make up to six (6) contacts in the first sixty (60) days.

Steps within the acquisition process are outlined below:

1. Review of the project concept and design with Client's staff and other consultants;
 2. Review of appraisals, title reports, maps and descriptions of the required parcels;
 3. Field review the project with Client or other designated person;
 4. Preparation of right-of-way contracts and other acquisition documents; and
 5. Meet with grantors to discuss the project in general; review maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
 6. Acquisition activities are based on settlement by the third (3rd) contact either in person or by telephone/mail. A recommendation to the Client will be made after *impasse* has been reached. To reach *impasse* there are specific requirements as follows:
 - A. Go through the *acquisition steps* outlined below; plus
 - B. Make at least three (3) contacts with owner (personal call, letter or phone call) in any combination; plus
 - C. Spend up to eight hours working on the parcel acquisition; and
 - D. Respond to property owner inquiries verbally and in writing within two business days.
- Acquisition steps when offering compensation to a property owner (grantor) include:
- A. Owner accepts offer. (Close)
 - B. Owner rejects offer.
 1. Owner refuses to counter. (Impasse)
 2. Owner makes counter proposal.
 - a. The Client accepts counter. (Close)
 - b. The Client rejects counter. (Impasse)
 - c. The Client makes new offer.
 3. Owner accepts new offer. (Close)
 4. Owner does not accept new offer. (Impasse)
 5. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction, or deliver a memorandum explaining impasse; and
 6. Transfer all pertinent correspondence and files to Client.

Deliverables:

- Acquisition of one (1) Fee interest and one (1) Temporary Construction Easement (TCE) from two (2) ownerships.

TASK 4 – RIGHT OF WAY CERTIFICATION

- BRI will prepare the ROW certification per Caltrans requirements.

Deliverables: One (1) final Right of Way Certification Document 13-B at certification level 1 or 2.

SCHEDULE AND FEES:

BRI proposes to deliver the ROW phase within five (5) months from the Notice to Proceed for delivery of the required parcel targeted September 1, 2018. Our proposed fee based on the Scope outlined herein is as follows:

Task	Description	Total
1. Right of Way Program Management	Included	\$ 0
2. Valuation Services: permanent and temporary rights assuming values less than \$10,000 and no condemnation	Two (2) Waiver Valuations @ \$2,500/each	\$ 5,000
3. Acquisition Services: Up to one (1) Fee interest and one (1) Temporary Construction Easement (TCE) from two (2) parcels	Two (2) negotiations @ \$3,500/each	\$ 7,000
4. Right of Way Certification		\$ 1,000
Total Budget:		\$13,000

The following are the assumptions behind the budget:

1. All R/W Activities are to conform to Caltrans Standards, Practices, Policies and Manuals
2. Full documentation to Federal and State standards for all tasks;
3. No expert witness testimony;
4. This proposal assumes two (2) ownerships;
5. The actual costs may differ from task to task, but the overall budget will not exceed the "Total Budget" shown above;
6. No Coordination with State or Federal right of way departments, other than listed in scope;
7. This fee assumes that no significant structures or improvements will be acquired;
8. This proposal does not contemplate any eminent domain actions. If condemnation becomes necessary, a separate cost and scope document will be prepared to account for required Right of Way and Right of Way Engineering Services along with expert witness testimony if needed; and
 - a. A change in engineering once the acquisition process has begun;
 - b. Addition of a parcel;
 - c. Addition of easements, or other property rights; and
 - d. Any additional professional expertise.



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

3A1

Kevin Correia
Director

Board Meeting: July 10, 2018

To: The Honorable Board of Supervisors

From: Kevin Correia, Director

Subject: **Approve and Authorize Director of Facility Services to Sign Contract between Plumas County and Sierra Buttes Trail Stewardship for the "Mount Hough Planning Agreement" in the amount of Forty Six Thousand One Hundred Eighty Five and no/100 (\$46,185.00)**

Background

Sierra Buttes Trail Stewardship works tirelessly to improve our vast mountainous county trail system including expertise and advise for new trail alignments, surveying, mapping, and graphic special analysis. These are ongoing contracts that the County works with the trail stewardship through State funded grants to improve recreational access for our community.

Recommendation

Approve and Authorize Director to sign Contract between Plumas County and Sierra Buttes Trail Stewardship for this years work project thru the California OHV dept.

3A2

LEASE OF PERSONAL PROPERTY
by and between
COUNTY OF PLUMAS, LESSOR
and
SIERRA BUTTES TRAIL STEWARDSHIP, LESSEE,
a California non-profit corporation

COUNTY OF PLUMAS (Lessor), by and through its Facility Services Department, located at 198 Andy's Way, Quincy, California, leases to SIERRA BUTTES TRAIL STEWARDSHIP (Lessee), a California non-profit corporation, P.O. Box 26 Graeagle, California, the following mini-excavator and tilt trailer (the "property") on the following terms and conditions:

1. **DESCRIPTION OF EQUIPMENT LEASED:** The property to be leased is described in the attached Schedule A.

2. **TERM OF LEASE:** The initial term of this Lease is stated in the attached Schedule A.

3. **PAYMENTS BY LESSEE:**

3.1 **Rental Payments:** The amount of monthly rental payments is stated in the attached Schedule A. Lessee shall make rental payments at Lessor's address as set forth above or at any other place that may be designated by Lessor or its assignees. All rental payments shall be due in advance on the first day of each and every month thereafter during the term of this Lease. Any rental payment not made by Lessee within five days of its due date shall be subject to a late charge of five percent (5%) of the amount due.

The Lessee's obligation to pay all rent will be absolute and unconditional and will not be affected or reduced by any circumstance, including:

3.1.1 Any setoff, counterclaim, recoupment, defense, or other right that the Lessee may have for any reason against the Lessor, the manufacturer, any seller of the property, or any person providing services with respect to the property;

3.1.2 Any defect in the title, condition, design, operation, or fitness for use of the property; any damage to, or loss or destruction of, the property; or any interruption or cessation in its use or possession by the Lessee for any reason, whether arising out of or related to an act or omission of the Lessor or any other person;

____ Lessee's Initials

____ Lessor's Initials

3.1.3 Any liens with respect to the property;

3.1.4 The invalidity or unenforceability of this lease or any absence of right, power, or authority of the Lessor or Lessee to enter into this lease;

3.1.5 Any insolvency, bankruptcy, reorganization, or similar proceedings by or against the Lessor or Lessee; or

3.1.6 Any other circumstance or occurrence of any nature, whether or not similar to any of the foregoing.

It is the express intention of the Lessor and Lessee that all rent payable under this lease will be payable in all events, unless the obligation to pay is terminated under the express provisions of this lease.

The Lessee hereby waives, to the extent permitted by law, all rights that it may now have or later acquire, by law or otherwise, to terminate this lease or any obligation imposed on the Lessee in relation to this lease.

Nothing in this lease may be construed as a waiver of the Lessee's right to seek a separate recovery of any payment of rent that is not due and payable under this lease. The Lessee retains any right it may have to seek damages, specific performance, or any other remedy at law or in equity, separately or in combination, against the Lessor or any other person, on account of the Lessor's or another person's failure to perform its obligations under this lease.

3.2 Security Deposit: As security for the prompt and full payment of rent and the faithful and timely performance of all provisions of this Lease, Lessee will pledge and deposit with Lessor the amount set forth in the attached Schedule A (the Security Deposit). If any default shall occur in the performance of any covenants in this Lease by Lessee, Lessor shall have the right, but shall not be obligated to apply the security deposit to the curing of the default. Any such application by Lessor shall not be a defense to any action by Lessor arising out of the default. On demand, Lessee shall restore the security deposit to the full amount set forth in Schedule A. On the expiration or earlier termination of this Lease, provided Lessee has paid all of the required rent and fully performed all of the other provisions of this Lease, Lessor will return to Lessee any remaining balance of the security deposit.

4. OWNERSHIP

4.1 No Sale or Security Interest Intended: This agreement constitutes a lease or bailment of the property described and not a sale or the creation of a security interest. Lessee shall not have, or at any time acquire, any right, title, or

interest in the property except the right to possession and use as provided for in this Lease. Lessor shall at all times be the sole owner of the property.

4.2 **Labels:** Lessor shall have the right to place and maintain on the exterior or interior of each piece of property covered by this Lease the following inscription: "This equipment is the property of the County of Plumas [198 Andy's Way, Quincy, California, phone (530) 283-6299]". If this Lease is assigned by Lessor, the assignee shall have the same right. Lessee shall not remove, obscure, deface, or obliterate the inscription or permit any other person to do so.

5. **ACCEPTANCE COVENANT:** The property to be leased will be delivered to the Lessee "AS IS," "WHERE IS," AND SUBJECT TO EVERY DISCLAIMER OF WARRANTY AND REPRESENTATION SET FORTH IN PARAGRAPH 7. The Lessee will make an inspection of the property and represents, warrants, and agrees that:

5.1 The Lessee has made a thorough and complete inspection of the property in accordance with paragraph 13 of the lease.

5.2 The property satisfies the conditions set forth in the lease, conforms to its requirements, and conforms to the Lessee's requirements.

5.3 The Lessee accepts the property for all purposes under the lease.

5.4 The Lessor has made no affirmation of fact or promise, has given no description, and has otherwise given no assurances on which the Lessee has relied, that would create an express or implied warranty regarding the property and its conformity to such affirmation, promise, description, or assurances.

6. **OPERATING EXPENSES:** Lessee shall be responsible for all expenses, including but not limited to fuel, oil, tires, tracks, treads, maintenance described in paragraph 8, and all other charges in connection with the operation of the property.

7. **DISCLAIMER OF IMPLIED WARRANTIES:** THE PROPERTY WILL BE LEASED "AS IS" AND "WHERE IS." THE LESSOR HAS NOT MADE, MAY NOT BE CONSIDERED TO HAVE MADE, AND SPECIFICALLY DISCLAIMS:

7.1 ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY, REGARDING TITLE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, FREEDOM FROM CLAIMS OF INFRINGEMENT OR THE LIKE, FITNESS FOR USE FOR A PARTICULAR PURPOSE, QUALITY OF MATERIALS OR WORKMANSHIP, OR ABSENCE OF DISCOVERABLE OR NON-DISCOVERABLE DEFECTS; AND

7.2 ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY (INCLUDING ANY IMPLIED WARRANTY ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE).

THE LESSEE WAIVES, RELEASES, RENOUNCES, AND DISCLAIMS EXPECTATION OF OR RELIANCE ON ANY SUCH WARRANTY OR WARRANTIES. THE LESSOR WILL NOT HAVE ANY RESPONSIBILITY OR LIABILITY TO THE LESSEE OR ANY OTHER PERSON, WHETHER ARISING IN CONTRACT OR TORT, OUT OF ANY NEGLIGENCE OR STRICT LIABILITY OF THE LESSOR OR OTHERWISE, FOR:

7.3 ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE PROPERTY; BY ANY INADEQUACY, DEFICIENCY, OR DEFECT OF THE PROPERTY; OR BY ANY OTHER CIRCUMSTANCES IN CONNECTION WITH THIS LEASE;

7.4 THE USE, OPERATION, OR PERFORMANCE OF THE PROPERTY OR ANY RISKS RELATING TO IT;

7.5 ANY CONSEQUENTIAL DAMAGES, INCLUDING THOSE FOR INTERRUPTION OF SERVICE, LOSS OF BUSINESS, OR ANTICIPATED PROFITS; OR

7.6 THE DELIVERY, OPERATION, MAINTENANCE, REPAIR, IMPROVEMENT, OR REPLACEMENT OF THE PROPERTY.

8. MAINTENANCE AND REPAIRS:

8.1 **Lessee's Responsibility:** Lessee shall assume all obligation and liability with respect to the possession of the property, and for its use, operation, condition, and storage during the lease term. Lessee shall, at Lessee's own expense, maintain the property in good mechanical condition and running order as provided in the manufacturer's Maintenance List set forth in the owner's manual, allowing for reasonable wear and tear. The rent on any item shall not be prorated or abated while the property is being serviced or repaired. Lessor shall not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the leased property.

8.2 **Accessions:** All installations, replacements, and substitutions of parts or accessories with respect to any of the property shall constitute accessions and shall become part of the property and shall be owned by Lessor.

8.3 **Maintenance Covenant:** The lessee will:

____ Lessee's Initials

-4-

____ Lessor's Initials

8.3.1 Furnish all labor and parts required for maintaining, repairing, and replacing component parts of the property to keep it in good operating condition and appearance;

8.3.2 Use, operate, maintain, and store the property in a careful and proper manner;

8.3.3 Protect the property from deterioration;

8.3.4 Comply with the manufacturer's operating procedures and warranty restrictions and all laws, ordinances, and regulations applicable to the property or its use;

8.3.5 Put the property only to the use contemplated by the manufacturer; and

8.3.6 Maintain accurate and complete records of all repairs and maintenance of the property and allow the Lessor to inspect those records at any time.

The Lessee will not make any alterations, additions, or improvements to the property without the Lessor's prior written consent. All repairs, replacement parts, additions, alterations, and improvements made to the property by the Lessee will be considered to be the Lessor's property and subject to the terms of this lease.

9. USE OF PROPERTY:

9.1 **Rights of Lessee:** Lessee shall be entitled to the absolute right to the use, operation, possession, and control of the leased property during the term of this Lease, provided Lessee is not in default of any provision of this Lease or subject to any security interest Lessor may have given or may give to any third party during the term of this Lease. Lessee shall employ and have absolute control, supervision, and responsibility over any operators or users of the property.

9.2 **Duties of Lessee:** Lessee shall use the leased property in a careful and proper manner and shall not permit any leased property to be operated or used in violation of any applicable federal, state, or local statute, law, ordinance, rule, or regulation relating to the possession, use, or maintenance of the property. Lessee agrees to reimburse Lessor in full for all damage to the property arising from any misuse or negligent act by Lessee, its employees, and its agents. Lessee will indemnify and hold Lessor harmless from any and all liabilities, fines, forfeitures, or penalties for violations of any statute, law, ordinance, rule, or regulation of any duly constituted public authority.

9.3 Commercial Use Limitation: Lessee represents and warrants that the leased property will be used for commercial or business purposes only.

10. LESSOR'S RIGHT OF INSPECTION AND REPAIR: To the extent possible, Lessor, at its discretion during Lessee's regular business hours and with two (2) days' prior notice to Lessee, shall have the right to enter the premises where the property is located or used for the purpose of inspection. If any property covered by this Lease is not being properly maintained in the sole opinion of Lessor, Lessor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Lessee.

11. ASSIGNMENT OF LESSOR'S WARRANTIES: Lessor shall assign to Lessee all manufacturer, dealer, or supplier warranties applicable to the property to enable Lessee to obtain any warranty service available for the property. Lessor appoints Lessee as Lessor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Lessee shall be at the expense of Lessee and shall in no way render Lessor responsible to Lessee for the performance of any of the warranties.

12. TAXES AND OTHER CHARGES:

12.1 Taxes: Lessee shall be liable for and pay on or before their due dates, all sales taxes, use taxes, personal property taxes, business personal property taxes, and assessments, or other direct taxes or governmental charges imposed on the property or levied against, or based on, the amount of rent to be paid under the Lease or assessed in connection with the lease. The term "direct taxes" as used here shall include all taxes, except income taxes and franchise taxes of Lessor, and charges and fees imposed by any federal, state, county, municipal, or other governmental authority. Lessee shall promptly notify Lessor and send Lessor copies of any notices, reports, and inquiries from taxing authorities concerning delinquent taxes, fees, or other charges received, or assessments received by Lessee.

12.2 Other Charges: Lessee shall be liable for any fees for licenses, registrations, permits, and other certificates as may be required for the lawful operation of the equipment. All certificates of title shall initially be applied for in the State of California and shall be issued and maintained in the name of Lessor, as owner. They shall be delivered to Lessor and Lessee shall pay all expenses in relation to them.

12.3 Taxes Paid by Lessor: If any taxing authority requires that a tax as set forth in paragraph 11.1 above, be paid to the taxing authority directly by Lessor, Lessee shall, on notice from Lessor, pay to Lessor the amount of the tax, together with the next rent installment.

12.4 Contested Taxes: Lessee shall have the right at Lessee's own expense to contest the validity or amount of any tax referred to in paragraph 12 above, by legal proceedings promptly instituted and diligently conducted. Lessee shall pay the tax demanded by the taxing authority before initiating any proceedings. If taxes are

reduced or cancelled. Lessee shall be entitled to the refund for any taxes previously paid by Lessee, provided that Lessee is not in default under any of the terms and conditions of this Lease.

13. **LESSEE'S INSPECTION:** Lessee shall inspect the property within two (2) days after receipt thereof. Unless Lessee within that time gives written notice to Lessor, specifying any defect in or other proper objection to the property, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected the property and acknowledged that the property is in good condition and repair, and that Lessee is satisfied with and has accepted the property in such good condition and repair.

14. **INSURANCE:**

14.1 **Lessee's Duty to Insure:** Lessee agrees at its own cost and expense to maintain in full force and effect public liability and property damage insurance issued by companies satisfactory to Lessor, insuring the interest of Lessor, Lessee, and their authorized agents and employees. The policy shall be for primary coverage and shall have limits of no less than: \$1,000,000 per person; \$2,000,000 per accident \$500,000 property damage, plus excess liability umbrella coverage in the amount of \$1,000,000. For all property covered by this Lease, Lessee shall also provide comprehensive, fire, theft, and additional combined insurance coverage at Lessee's own cost and expense naming Lessor as additional insured. Coverage shall be in the form and amounts as directed by Lessor from time to time. Lessee is also responsible for any workers' compensation insurance that may be required under state law.

14.2 **Insurance Certificate:** Lessee shall cause the insurer to furnish to Lessor, no less than five days prior to the date on which the property is delivered to Lessee and no less than five days prior to the expiration date of existing insurance, a certificate evidencing the required coverage. The policy shall provide that the insurer shall not cancel or materially modify the insurance except on 30 days' advanced written notice to Lessor. If Lessee fails to procure, maintain, or renew the insurance, Lessor may, but is not obligated to, obtain insurance for Lessee and for the account of Lessee without prejudice to any other rights that Lessor may have.

14.3 **Excess Liability Indemnity:** Lessee shall indemnify and hold Lessor, its agents, and employees, harmless from and against all loss, liability, and expense, including reasonable attorney's fees, in excess of the provided limits of liability insurance for bodily injury (including death) or property damage caused by or arising out of the ownership, maintenance, use, or operation of the leased property. Lessee shall further indemnify and hold harmless Lessor, its agents, and employees, from and against loss, liability, and expense, including reasonable attorney's fees, because of Lessee's failure to comply with any terms, provisions, and conditions of any insurance policy insuring Lessor and Lessee, or because of Lessee's failure to comply with the terms and provisions of this article.

15. INSURANCE:

15.1 **Generally:** The Lessee will at all times during the lease term, at its own expense, carry and maintain or cause to be carried and maintained:

15.1.1 All-risks property insurance for the property equal to the casualty value of the property; and

15.1.2 Public liability insurance for third party bodily injury, death, personal, and property damage, including contractual liability,

in amounts, against risks, and with insurance companies that are consistent with prudent industry practice, with deductibles or self-insurance for the first \$1,000.00 (per occurrence) against property or public liability risks.

15.2 **Proceeds:** If no event of default has occurred and is continuing, the proceeds of any insurance for damage to the property not constituting a casualty event will be used for the repair of that damage to the extent required to maintain the property in accordance with the requirements of this lease, if the Lessee has not already paid the cost of the repair.

If the Lessee has already paid the cost of repair and no event of default has occurred and is continuing, the insurance proceeds will be paid over to or retained by the Lessee to reimburse it for payment for the repair, including any balance remaining after restoring the property to the condition required under this lease.

15.3 **Separate Insurance:** The Lessor or any other person may at its own expense provide insurance for the property or its operation, unless that insurance would conflict with or otherwise limit any insurance maintained by the Lessee. Any insurance maintained by the Lessor or any other person, however, must provide that the insurer will have no rights of subrogation against the Lessee with respect to claims under the policy.

15.4 **Insurance Certificate:** The Lessee will cause all policies of insurance procured and maintained under this insurance covenant (and, to the extent commercially available in the marketplace without regard to the Lessee's creditworthiness) to do the following:

15.4.1 Name the Lessor as an additional insured.

15.4.2 Be payable to the parties as their interests may appear.

15.4.3 Waive (a) any right of subrogation of the insurer to any

right against the Lessor or any other person insured under the policy and (b) any right of the insurer to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, regarding any liability of the Lessor or Lessee.

15.4.4 Provide that (a) there is no recourse against any additional insured for the payment of premiums, commissions, direct calls, assessments, or advances; (b) if any premium or premium installment is not paid when due or if the insurance is canceled, terminated, or materially changed for any reason, the insurers will promptly notify the Lessor and Lessee; and (c) any cancellation, termination, or change will not be effective for any party until 30 days after that party receives such notice.

15.4.5 Provide primary coverage up to and including the stated policy limits without right of contribution from any insurance effected by any party.

15.4.6 Include a cross-liability endorsement providing that inasmuch as the policies are written to cover more than one insured, all terms and conditions, insuring agreement, and endorsements, with the exception of limits of liability, will operate in the same manner as if there were a separate policy covering each insured.

15.4.7 Insure the Lessor regardless of any breach or violation of any warranty, declaration, or condition contained in those policies by the Lessee or any other person (other than the Lessor).

The Lessee will promptly deliver to the Lessor a copy of each notice received by the Lessee with respect to insurance provided under this covenant. On the closing date and annually thereafter, the Lessee will furnish to the Lessor a certificate signed by a firm of independent insurance brokers containing details about the insurance maintained by the Lessee under this covenant, specifying the particular policies, and stating that the insurance complies with this covenant.

16. RISK OF LOSS: The Lessee will bear the entire risk of destruction, loss, theft, requisition of title, or use, confiscation, taking, or damage (collectively, casualty loss) of the property from any cause during the period commencing when the property is placed in transit to the Lessee and ending when the property is returned to the Lessor or its designee following termination of this lease. If during that period the property suffers any casualty loss, the Lessee will notify the Lessor in writing within five days following the casualty loss. On demand by the Lessor, the Lessee will:

16.1 If the damage constituting the casualty loss is repairable, repair the property to the condition in which the property is required to be maintained under this lease;

16.2 If the damaged property is not repairable, replace the property at the Lessee's sole expense with like property approved by the Lessor and take all actions and make all payments that may be required to vest in the Lessor title to the replacement property, free and clear of all liens, encumbrances, or security interests; or

16.3 Pay to the Lessor the casualty value (as defined below) and all other amounts then due under this lease.

16.4 "Casualty value" will mean, at any time, the sum of:

16.4.1 The Lessor's reasonable estimate, at that time, of the fair-market value of the property.

17. INDEMNIFICATION AND LIABILITY:

17.1 **All Liability Assumed by Lessee:** Lessee assumes all risk and liability for the loss of or damage to the equipment, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, condition, possession, or storage of the leased property. Nothing in this Lease shall authorize Lessee or any other person to operate any of the property so as to impose any liability or other obligation on Lessor.

17.2 **Lessee's Duty to Indemnify:** Lessee shall indemnify, defend, and hold harmless Lessor, its agents, and employees from all claims, loss, or damage Lessor may sustain or suffer for any of the following reasons:

17.2.1 The loss of or damage to any of the leased property for any cause;

17.2.2 The injury to or death of any person including but not limited to agents or employees of Lessee; or

17.2.3 Damage to any property arising from the use, possession, selection, delivery, return, condition, or operation of any leased property.

Lessee shall reimburse Lessor for all expenses, losses, liabilities, fines, penalties, and claims of every type, including reasonable attorney's fees, imposed on or incurred by Lessor because of Lessee's use or operation of any leased property, or because of the failure by Lessee to perform any of the Lease terms. Lessee shall also pay interest at the rate of one percent (1%) per month from the day payment is made by Lessor through the day Lessor is reimbursed by Lessee.

17.3 **Obligations Survive Lease Term:** The indemnities and assumptions of risk, liabilities, and obligations by Lessee arising under the Lease during the Lease's term shall continue in effect after the termination of Lease, regardless of the reason for termination.

18. **INDEMNIFICATION COVENANT:** The Lessee agrees to indemnify, reimburse, and hold harmless each indemnitee from and against all claims, damages, losses, liabilities, demands, suits, judgments, causes of action, civil and criminal legal proceedings, penalties, fines, and other sanctions, and any attorney fees and other reasonable costs and expenses, arising or imposed with or without the Lessor's fault or negligence (whether active or passive) or under the doctrine of strict liability (collectively, "claims"), relating to or arising in any manner out of:

18.1 This lease or the breach of any representation, warranty, or covenant made by the Lessee under this lease;

18.2 Manufacture, purchase, lease, delivery, nondelivery, acceptance, rejection, ownership, possession, use, operation, return, or disposition of the property;

18.3 The property's condition or any discoverable or non-discoverable defect in it arising from its design, testing, or construction; any article used in the property; or any maintenance, service, or repair, whether or not the property is in the Lessee's possession and regardless of where the property is located; or

18.4 Any transaction, approval, or document contemplated by this lease.

The Lessee waives and releases each indemnitee from any existing or future claims in any way connected with injury to or death of the Lessee's personnel, loss or damage of the Lessee's property, or loss of use of any property, which may:

18.4.1 Result from or arise in any manner out of the ownership, leasing, condition, use, or operation of the property; or

18.4.2 Be caused by any defect in the property; its design, testing, or construction; any article used in the property; or any maintenance, service, or repair, whether or not the property is in the Lessee's possession and regardless of where the property is located.

The indemnities described in this clause will continue in full force and effect notwithstanding the expiration or other termination of this lease and are expressly made for the benefit of and will be enforceable by each indemnitee.

19. ACCIDENT, LOSS OF PROPERTY, OR DAMAGE TO PROPERTY:

19.1 Notification to Lessor: If any property covered by this Lease is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its operation, use, maintenance, or possession, Lessee shall promptly notify Lessor of the occurrence, and shall file all necessary accident reports, including those required by law and those required by insurers of the property.

19.2 Cooperation in Defense of Claims: Lessee, its employees, and agents shall cooperate fully with Lessor and all insurers providing the insurance under this Lease in the investigation and defense of any and all claims or suits. Lessee shall promptly deliver to Lessor any and all papers, notices, and documents served on or delivered to Lessee, its employees, or its agents in connection with any claim, suit, action, or proceeding at law or in equity commenced or threatened against Lessee, Lessor, or both concerning the leased property.

19.3 Stipulated Loss Value: If any property becomes lost, stolen, destroyed, or damaged beyond repair, Lessee shall pay Lessor in cash the "Stipulated Loss Value" as set forth in Schedule A, less any net proceeds of insurance for the property received by Lessor. Upon payment, this Lease shall terminate with respect to that item of property and Lessee shall become entitled to the property on an "as-is-where-is" basis, without warranty, express or implied, for any matter whatsoever.

20. ASSIGNMENT:

20.1 Assignment by Lessor: Lessor may assign this Lease or any rights under it at any time without Lessee's consent. In the event of any assignment, Lessor's Assignee shall have all the rights, powers, privileges, and remedies of Lessor set forth in this Lease.

20.2 Waiver of Defenses: Lessee agrees not to raise any claim or defense against Lessor arising out of this Lease as a defense, counter-claim, or offset to any action by any Assignee for the unpaid balance of rentals due under the Lease or for possession of the leased property.

20.3 Assignment or Subletting by Lessee: THE LESSEE MAY NOT SUBLET OR TRANSFER POSSESSION OF THE PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR, WHICH MAY BE WITHHELD IN THE SOLE AND ABSOLUTE DISCRETION OF THE LESSOR. THE LESSEE MAY NOT ASSIGN, PLEDGE, OR OTHERWISE ENCUMBER THIS LEASE.

With respect to any sublease or transfer of possession of the property, the rights of the sublessee or transferee will be subject and subordinate to all the

terms of this lease, including the Lessor's right of repossession on the occurrence of an event of default. The Lessee will remain primarily liable for the performance of all the terms of this lease to the same extent as if the sublease or transfer of possession had not occurred.

The Lessor will have the right, at its sole expense, to assign, sell, or encumber any part of its interest in the property or in this lease and any proceeds of the disposition of that interest, subject to the Lessee's rights under this lease. To effect or facilitate such assignment, sale, or encumbrance, the Lessee agrees to provide, at the Lessor's sole expense, all agreements, consents, conveyances, or documents that may be reasonably requested by the Lessor, including an unrestricted release of the Lessor from its obligations under this lease. That release will not release the Lessor from any liability that arose before the assignment or sale.

Any person who succeeds to the rights and interests of the Lessor under this clause will agree to be bound by the terms of this lease without alteration.

The Lessee acknowledges that an assignment, sale, or encumbrance of the Lessor's interest would not materially change the Lessee's duties under the lease or materially increase its burdens or risks. Even if such a transfer could be deemed to have that effect, the Lessee agrees that the assignment, sale, or encumbrance will nevertheless be permitted.

Without prejudice to any rights that the Lessee may have against the Lessor, the Lessee agrees that it will not assert against an assignee any claim or defense that it may have against the Lessor.

The agreements, covenants, obligations, and liabilities contained in this clause, including, but not limited to, all obligations to pay rent and to indemnify each indemnitee, are made for the benefit of the indemnitees and their respective successors and assignees.

21. ACTIONS CONSTITUTING DEFAULT:

21.1 **Lessee in Default:** Lessor, at its option, may by written notice to Lessee declare Lessee in default on the occurrence of any of the following:

21.1.1 Failure by Lessee to make payments or perform any of its obligations under this Lease;

21.1.2 Institution by or against Lessee of any proceeding in bankruptcy or insolvency, or the reorganization of Lessee under any law, or the appointment of a receiver or trustee for the goods and chattels of Lessee, or any assignment by Lessee for the benefit of creditors;

21.1.3 Expiration or cancellation of any insurance policy to be paid for by Lessee as provided for under the terms of this Lease; or

21.1.4 Involuntary transfer of Lessee's interest in this Lease by operation of law.

22. RIGHTS, REMEDIES, AND OBLIGATIONS ON DEFAULT:

22.1 Lessor's Rights and Remedies: After the default of Lessee, and on notice from Lessor that Lessee is in default, Lessor shall have the following options:

22.1.1 To terminate the Lease and Lessee's rights under the Lease;

22.1.2 To declare the balance of all unpaid rent and all other charges of any kind required of Lessee under the Lease to be due and payable immediately, in which event Lessor shall be entitled to the balance due together with interest at the rate of one percent (1%) per month from the date of notification of default to the date of payment;

22.1.3 To repossess the property without legal process free of all rights of Lessee in and to the property. Lessee authorizes Lessor or Lessor's agent to enter on any premises where the property is located and repossess and remove it. Lessee specifically waives any right of action Lessee might otherwise have arising out of the entry and repossession, and releases Lessor of any claim for trespass or damage caused by reason of the entry, repossession, or removal.

22.2 Lessee's Obligation for Lessor's Costs: After default, Lessee shall reimburse Lessor for all reasonable expenses of repossession and enforcement of Lessor's rights and remedies, together with interest at the rate of one percent (1%) per month from the date of payment. Notwithstanding any other provisions of this Lease, if Lessor places all or any part of Lessor's claim against Lessee in the hands of an attorney for collection, Lessee shall pay Lessor an attorney's fee.

22.3 Remedies Cumulative: The remedies of Lessor shall be cumulative to the extent permitted by law, and may be exercised partially, concurrently, or separately. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy.

22.4 Effect of Forbearance: No failure on the part of Lessor to exercise any remedy or right and no delay in the exercise of any remedy or right shall operate as a waiver. No single or partial exercise by Lessor of any remedy or right shall preclude any other or further exercise of that remedy or right or the exercise of any

other rights or remedies. No forbearance by Lessor to exercise any rights or privileges under this Lease shall be construed as a waiver, but all rights and privileges shall continue in effect as if no forbearance had occurred. Acceptance by Lessor of rent or other payments made by Lessee after default shall not be deemed a waiver of Lessor's rights and remedies arising from Lessee's default.

22.5 Forfeiture of Lessee's Interest on Default: Upon default, for any reason, Lessee and Lessee's successor in interest shall have no right, title, or interest in the leased property, its possession, or its use. Lessor shall retain all rents and other payments of any kind made by Lessee under this Lease.

23. RETURN OF PROPERTY ON EXPIRATION: Upon the expiration date of this Lease with respect to any or all of the property, Lessee shall return the property to Lessor, together with all accessories, free from all damage and in the same condition and appearance as when received by Lessee, allowing for ordinary wear and tear. If Lessee fails or refuses to return the equipment to Lessor, Lessor shall have the right to take possession of the property and for that purpose to enter any premises where the property is located without being liable in any suit, action, defense, or other proceedings to Lessee.

24. LIENS: Lessee shall not pledge, encumber, create a security interest in, or permit any lien to become effective on any leased property. If any of these events takes place, Lessee shall be deemed to be in default at the option of Lessor. Lessee shall promptly notify Lessor of any liens, charges, or other encumbrances of which Lessee has knowledge. Lessee shall promptly pay or satisfy any obligation from which any lien or encumbrance arises, and shall otherwise keep the property and all right, title, and interest free and clear of all liens, charges and encumbrances. Lessee shall deliver to Lessor appropriate satisfactions, waivers, or evidence of payment.

25. NOTICES Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the designated agent of the party to whom they are directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to Lessee at P.O. Box 26 Graeagle, CA 96103, or to Lessor at 193 Andy's Way, Quincy, CA 95971. Either party may change its address for the purpose of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

26. AMENDMENT AND MODIFICATION: Additional property may from time to time be added as the subject matter of this agreement as agreed on by the parties. Any additional property shall be added to the attached Schedule A in an amendment describing the property, the monthly rental, the term of the leasing period, security deposit, and stipulated loss value of additional property. All amendments to any attached Schedule(s) must be in writing and signed by both parties. Other than by this amendment procedure, this Lease shall not be amended, modified, or altered in any manner except in writing signed by both parties.

27. **ENTIRE AGREEMENT:** This Lease and any attached Schedule(s) which are incorporated by reference and made an integral part of the Lease, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Lease or in the annexed Schedule(s) shall be binding on any of the parties unless set forth in writing and signed by both parties.

28. **GOVERNING LAW:** This Lease shall be deemed to be executed and delivered in California and governed by and construed in accordance with the laws of California. Venue for any legal action shall be in Plumas County, California.

29. **EFFECT ON HEIRS AND SUCCESSORS:** This Lease and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assigns of the parties to this Lease. Nothing contained in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee except as provided in paragraph 20 of this Lease.

30. **TIME OF ESSENCE:** Time is of the essence in this Lease and in each provision contained within, and each provision is made and declared to be a material, necessary, and essential part of this Lease.

31. **SEVERABILITY CLAUSE:** If any provisions of this Lease or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Lease and the application of the provisions to the other parties or circumstances shall remain valid and in full force and effect.

Dated: _____, 2018

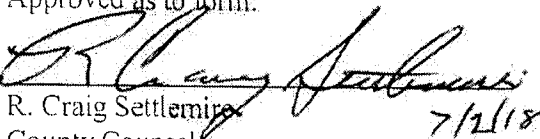
LESSOR
County of Plumas
a political subdivision of the State of
California

LESSEE
Sierra Buttes Trail Stewardship
a California Non-Profit Corporation

By: _____
Jeff Engel,
Chair Board of Supervisors and
Purchasing Agent

By: _____
Greg Williams,
President

Approved as to form:


R. Craig Settlemyre
County Counsel

By: _____
Name:
Title:

____ Lessee's Initials

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____ Lessor's Initials

SCHEDULE A

A. **Description of Property:** The property to which this Schedule and Lease applies is as follows:

<u>Type of Item</u>	<u>Model Number</u>	<u>Serial Number</u>
1. Takeuchi Compact Excavator (including thumb and 12" bucket)	TB210R	211002158
2. Townmaster flatbed Tilt Trailer	"Big Tow" 2015	4KNTT1019FL162226

B. **Term:** Unless sooner terminated as set forth in this Lease, the term of this Lease respecting each item of equipment listed on this schedule expires on June 30, 2019.

C. **Rent:** As rent for this property, Lessee shall pay Lessor the sum of \$zero. Except as otherwise provided in the Lease or in this schedule, rent shall be payable in monthly installments of \$zero each, commencing on the first day of each month, and continuing on the first day of each month thereafter until the total sum has been paid in full.

D. **Location:** Lessee shall keep the above described property at, Mt. Hough Trail System, Snake Lake area, and Clairemont area California, and it shall not be removed from that location without the prior written consent of Lessor.

E. **Security Deposit:** The amount of \$0.00 has been deposited pursuant to paragraph 3.1 of the Lease of which this schedule is a part.

F. **Stipulated Loss Value:** The following amount shall be paid, pursuant to paragraph 19.2 of the Lease, for each item lost, stolen, destroyed, or damaged beyond repair during each year of the term:

<u>Item</u>	<u>Stipulated Loss Value</u>
Takeuchi Compact Excavator (including thumb and 12" bucket)	First Year: \$25,453.39 Second Year: \$ Third Additional Years: \$
Townmaster flatbed Tilt Trailer	First Year: \$5,060.47 Second Year: \$ Third Additional Years: \$

Approved and agreed to on July 1, 2018, as a Schedule to the Lease between the parties dated July 1, 2018, and incorporated as an integral part of that Lease.

[Signatures on following page]

____ Lessee's Initials

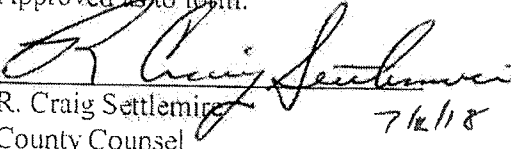
Schedule A

____ Lessor's Initials

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

By: _____
Jeff Engel,
Chair Board of Supervisors and
Purchasing Agent

Approved as to form:


R. Craig Settlemyre
County Counsel 7/12/18

LESSEE
Sierra Buttes Trail Stewardship
a California Non-Profit Corporation

By: _____
Greg Williams,
President

By: _____
Name:
Title:

[C:\users\marisnyder\documents\locosnared\contracts\personal property lease-sbts.doc]

____ Lessee's Initials

Schedule A

____ Lessor's Initials



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

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

Kevin Correia
Director

Board Meeting: July 10, 2018

To: The Honorable Board of Supervisors

From: Kevin Correia, Director

Subject: Resolution to Amend Plumas County Position Allocation for Facility Services adding the position of Building and Grounds Maintenance Worker III for Department # 20120

Background

Facility Services (Building and Grounds) currently has an un-allocated position of Building and Grounds maintenance worker III, complete with a job description and "penny wise pay scale" that currently sits vacant. At this time Facility Services has three people in the allocated position of Buildings and Grounds Maintenance Worker II, two of these employees have been in this position since they were hired 15 years ago and are looking forward to the Maintenance Worker III opening up.

Recommendation

Approve allocation of the Buildings and Grounds Maintenance Worker III for two (2) positions so that we may advance the two employees that have been here as Maintenance Worker II for their entire careers here.

Exhibit A:

Job Descriptions for Buildings and Grounds Maintenance Worker II
Job Descriptions for Buildings and Grounds Maintenance Worker III

Exhibit B: Five year wage projections

Exhibit C: Facility Services Organization Chart

**RESOLUTION TO AMEND PLUMAS COUNTY POSITION ALLOCATION FOR
FACILITY SERVICES ADDING THE POSITION OF BUILDING AND GROUNDS
MAINTENANCE WORKER III FOR DEPARTMENT #20120**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, this position is necessary in the daily operational needs of the Facility Services' Department; and

WHEREAS, the Human Resources Director will amended the position allocation plan to add the job classification of Building and Grounds Maintenance Worker III wage range 1607; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2018-2019 Position Allocation for fund #20120; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

Approve the amendments to the Fiscal Year 2018/2019 Position Allocation to flexibly allocate the following positions:

<u>Facility Services</u>	<u>Current FTE</u>
Building and Grounds Maintenance Worker I, <i>OR</i>	3.00
Building and Grounds Maintenance Worker II,	
	<u>Proposed FTE</u>
Building and Grounds Maintenance Worker I, <i>OR</i>	3.00
Building and Grounds Maintenance Worker II, <i>OR</i>	
Building and Grounds Maintenance Worker III	

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 10th day of July, 2018 by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

Exhibit A

BUILDING AND GROUNDS MAINTENANCE WORKER II

DEFINITION

Under general supervision; to perform a variety of skilled and semi-skilled work in the maintenance and repair of buildings, fixtures and plant equipment; to perform grounds maintenance duties; to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a journey level classification in the Building and Grounds Maintenance Worker series. Incumbents perform a variety of duties in the maintenance and repair of County buildings and related machinery and equipment. Assignments involve painting, carpentry, plumbing, electrical, mechanical, and heating and air-conditioning repairs.

REPORTS TO

Building and Grounds Maintenance Supervisor I, II.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide some direction for temporary work staff.

BUILDING AND GROUNDS MAINTENANCE WORKER II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Carpentry, electrical, and plumbing trades.
- Heating, air conditioning, and ventilation systems.
- Standard tools, methods, practices, and materials involved in the building trades.
- Applicable provisions of building, electrical, and plumbing codes.
- Safe work practices.
- Plumbing and electrical systems in County buildings.
- Methods and practices followed in the maintenance of tools, machinery and equipment.
- Occupational hazards and safety precautions of the building maintenance trades.

Ability to:

- Perform a wide range of skilled and semi-skilled building trades and HVAC work.
- Skillfully use a variety of building trades tools and equipment.
- Use electrical testing equipment.
- Perform a variety of grounds and landscape maintenance assignments.
- Read and understand plans, construction drawings, and blueprints.
- Recognize and locate conditions which require maintenance and repair work.
- Use and care for hand and power tools utilized in the building trades.
- Estimate time and materials needed to perform maintenance, construction, and repair jobs.
- Follow written and oral instructions.
- Perform arithmetic calculations at the level necessary for satisfactory job performance.
- Establish and maintain cooperative working relationships.

BUILDING AND GROUNDS MAINTENANCE WORKER III

DEFINITION

Under general supervision; to perform a variety of journey-level work in the maintenance and repair of buildings, fixtures and plant equipment especially in the areas of heating/air conditioning, electrical and mechanical; to perform grounds maintenance duties; to do routine work as required.

DISTINGUISHING CHARACTERISTICS

This is a journey level classification with expertise in electrical, heating/air conditioning and mechanical. Incumbents are expected to perform assigned duties independently and may provide instruction or training to others as assigned.

REPORTS TO

Building and Grounds Maintenance Supervisor II

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide lead direction and training to Building and Grounds Maintenance Worker II, I and Temporary or Extra Help work staff.

BUILDING AND GROUNDS MAINTENANCE WORKER III - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Heating, air conditioning, and ventilation systems.
- Methods and practices followed in the maintenance of tools, machinery and equipment.
- Applicable provisions of building, electrical, and plumbing codes.
- Plumbing and electrical systems in County buildings.
- Safe work practices.
- Occupational hazards and safety precautions of the building maintenance trades.
- Standard tools, methods, practices, and materials involved in the building trades.
- Carpentry, electrical, and plumbing trades.

Ability to:

- Perform HVAC repair and maintenance.
- Use electrical testing equipment.
- Read and understand plans, construction drawings, and blueprints.
- Estimate time and materials needed to perform maintenance, construction, and repair jobs.
- Follow written and oral instructions.
- Use and care for hand and power tools utilized in the building trades.
- Perform arithmetic calculations at the level necessary for satisfactory job performance.
- Skillfully use a variety of building trades tools and equipment.
- Recognize and locate conditions which require maintenance and repair work.
- Perform a variety of grounds and landscape maintenance assignments.
- Establish and maintain cooperative working relationships.

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

Thorough knowledge of heating and air conditioning repair and maintenance with at least 2 years experience working on equipment.

Three (3) years of responsible experience in building and maintenance work equivalent to Building and Grounds Maintenance Worker II with Plumas County.

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

Exhibit B

Building & Grounds Maintenance Worker II/III

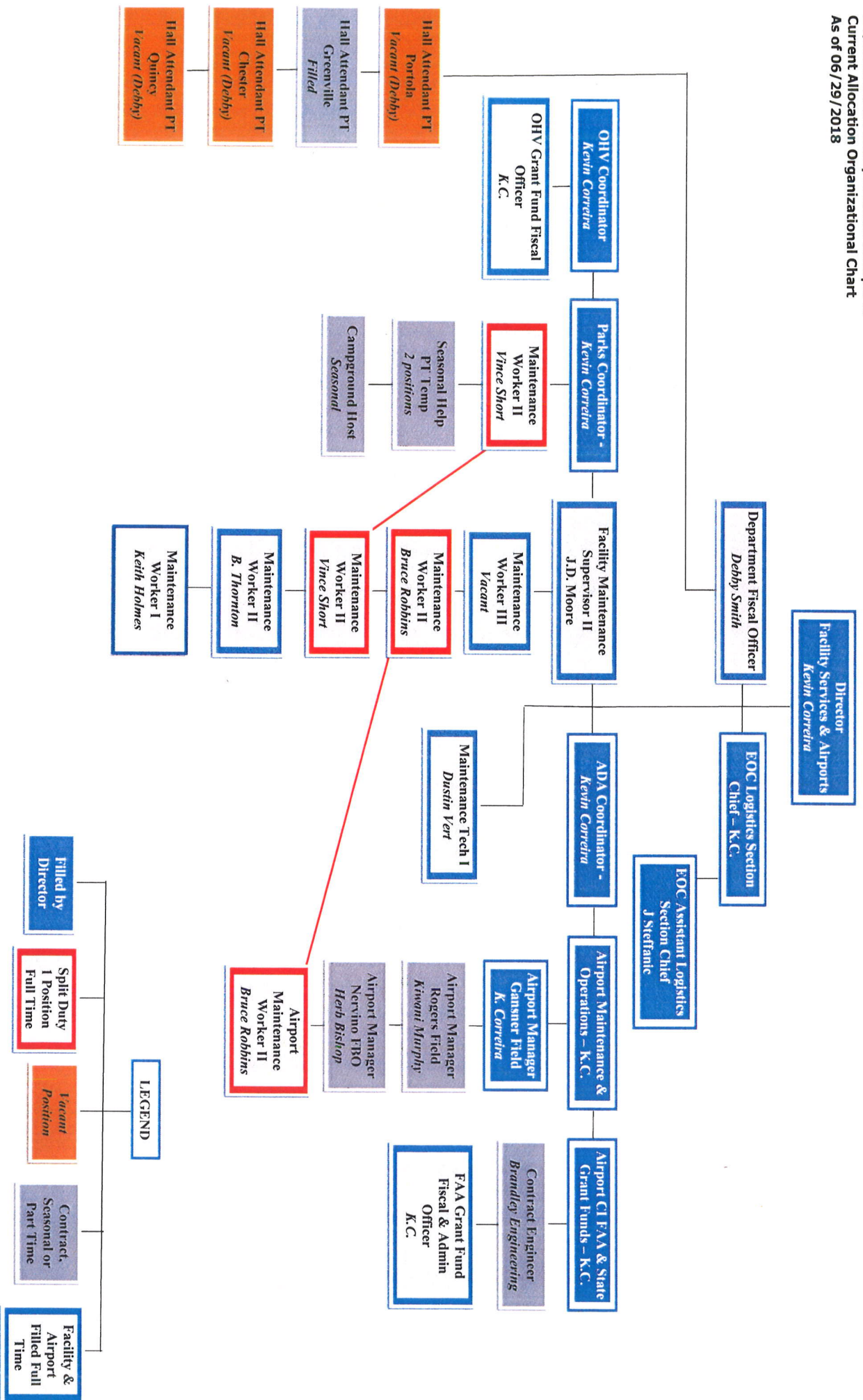
Bldg & Grounds Maint. Worker II

		FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Current range: \$14.56		\$ 30,326.00	\$ 31,845.00	\$ 33,446.00	\$ 35,131.00	\$ 36,899.00
Retirement		\$ 6,853.68	\$ 8,056.79	\$ 9,164.20	\$ 10,258.25	\$ 10,922.10
FICA / Medicare		\$ 2,319.94	\$ 2,436.14	\$ 2,558.62	\$ 2,687.52	\$ 2,822.77
<i>Total</i>		\$ 39,499.62	\$ 42,337.93	\$ 45,168.82	\$ 48,076.77	\$ 50,643.88
Bldg & Grounds Maint. Worker III						
Proposed wage \$16.07		\$ 33,426.00	\$ 35,110.00	\$ 36,878.00	\$ 38,730.00	\$ 40,685.00
Retirement		\$ 7,554.28	\$ 8,882.83	\$ 10,104.57	\$ 11,309.16	\$ 12,042.76
FICA/Medicare		\$ 2,557.09	\$ 2,685.92	\$ 2,821.17	\$ 2,962.85	\$ 2,962.85
<i>Total</i>		\$ 43,537.37	\$ 46,678.75	\$ 49,803.74	\$ 53,002.01	\$ 55,690.61
Five Year Differential	Difference	\$ (4,037.75)	\$ (4,340.82)	\$ (4,634.92)	\$ (4,925.23)	\$ (5,046.73)
Five year increase to Personnel Budget	\$ (22,985.44)					

Prepared on June 29, 2018

Exhibit C

Department of Facility Services & Airports
Current Allocation Organizational Chart
As of 06/29/2018



COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

3B

TRANSFER NUMBER
(Auditor's Use Only)

Department: GRAND JURY Dept. No: 20270 Date: 7/10/18

The reason for this request is (check one):

- A. ☒ Transfer to/from Contingencies OR between Departments
 B. ☐ Supplemental Budgets (including budget reductions)
 C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX
 D. ☐ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☐ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0001</u>	<u>20980</u>	<u>528400</u>	<u>Contingency</u>	<u>1,482 -</u>
<u>0001</u>	<u>20270</u>	<u>520800</u>	<u>GRAND JURY</u>	<u>747 -</u>
Total (must equal transfer to total)				<u>2,229 -</u>

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0001</u>	<u>20270</u>	<u>523700</u>	<u>PUBLICATIONS</u>	<u>2,229</u>
Total (must equal transfer to total)				<u>2,229</u>

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.


A) To cover costs for FY 17-18 Grand
printing Jury Report

B) _____

C) _____

D) _____

Approved by Department Signing Authority: _____



____ Approved/ Recommended

____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

Feather Publishing Co., Inc.

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Quincy, CA 95971 • (530) 283-0800 • FAX (530) 283-3952
Feather River Bulletin • Lassen County Times • Chester Progressive
Portola Reporter • Indian Valley Record • Westwood PinePress

BILLED ACCOUNT

PLUMAS CO. GRAND JURY
520 MAIN STREET RM304
QUINCY, CA 95971

STATEMENT

1

BILLING DATE	TERMS OF PAYMENT
06/28/18	Standard terms

BILLED ACCOUNT NO.	AGENCY / CLIENT
00001504	
NAME OF AGENCY / CLIENT	
PLUMAS CO. GRAND JURY SUPERIOR COURT	

DATE	REFERENCE #	CHARGE OR CREDITS DESCRIPTION	INS	SAU DIMENSIONS	BILLED UNITS	AMOUNT	TOTAL
6/25/2018	01435922	job # 14829 PRINTING SALES TAX				1698.10	1698.10
5/25/2018	01435923	job # 14829 PRINTING SALES TAX				495.00 35.89	1698.10 2193.10 2228.99
CURRENT		AGING				TOTAL NET AMOUNT DUE	
		31-60 DAYS	61-90 DAYS	91- 120 DAYS	OVER 120 DAYS		
228.99		0.00	0.00	0.00	0.00	2228.99	

PLEASE DETACH HERE AND RETURN THIS PORTION WITH YOUR REMITTANCE

Feather Publishing Company, Inc.

06/28/18

Publishers of these hometown weekly newspapers serving Plumas and Lassen Counties:

Feather River Bulletin • Lassen County Times • Chester Progressive • Portola Reporter • Indian Valley Record • Westwood PinePress

We appreciate
your business!

BILLED ACCOUNT NO.	BILLED ACCOUNT NAME	AMOUNT REMITTED
00001504	PLUMAS CO. GRAND JURY	

REMIT TO

Feather Publishing Company
P.O. Box B
Quincy, CA 95971

Payment in full is due upon receipt of this statement. A service charge on all balances over 30 days will be computed by a periodic rate of 1-1/2% per month, which is an annual percentage rate of 18%, this applies to the previous balance after deducting current payments and credits appearing on your statement. A minimum of \$1.00 will be charged on all balances less than \$33.00.

