



## **BOARD OF SUPERVISORS**

Michael Sanchez, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Lori Simpson, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF JANUARY 8, 2019 TO BE HELD AT 11:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

11:00 A.M. **CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

### **1. BOARD OF SUPERVISORS**

Selection of Chair and Vice Chair of the Board of Supervisors for 2019; discussion and possible action

### **2. CONSENT AGENDA**

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

#### **A) BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (7<sup>th</sup> Annual Groundhog Fever Festival, Saturday, February 2, 2019, Quincy, CA)

[View Item](#)

#### **B) CLERK OF THE BOARD**

Approve Board minutes for December 2018

#### **C) SHERIFF**

- 1) Approve and authorize the Sheriff to sign amendment to contract between County of Plumas and Wicomm Construction to add required FAA lighting to the recently constructed radio tower at Radio Hill; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign contract, not to exceed \$45,000, between County of Plumas and Levi Pence dba Hi Tech Frame and Finish for Sheriff vehicle repairs; approved as to form by County Counsel [View Item](#)
- 3) Authorize the Sheriff to recruit and fill vacant, funded and allocated 1.0 FTE Animal Control Supervisor position [View Item](#)

**D) ELECTIONS**

- 1) Adopt **RESOLUTION** authorizing the Plumas County Clerk to conduct a Special Vote by Mail Election on May 7, 2019 within the Boundaries of the West Almanor Community Services District, Placing a Measure Before the Voters in the District, Extending and Increasing the Special Tax for a Period of 4 Years, for Emergency Medical Services, Fire Protection and Prevention, and Hazardous Material Responses [View Item](#)
- 2) Adopt **RESOLUTION** approving the Agreement between the County of Plumas and the California Secretary of State under the Terms of the Help America Vote Act of 2002 (HAVA); appoint the County Election Official as agent to conduct all negotiations, and execute and submit all documents which may be necessary for the completion of the project; and authorize the County Elections Official to sign the Agreement [View Item](#)

**E) FACILITY SERVICES**

Approve and authorize the Director of Facility Services to sign subscription agreement between County of Plumas and QTPOD for the operation of an online program for the Plumas County Airports self-serve fuel pumps; three year contract not to exceed \$4,275 per year; approved as to form by County Counsel [View Item](#)

**F) PROBATION**

Approve and authorize the Chair to sign contract between County of Plumas and Noble Software, LLC to assess risk levels of adult and juvenile probationers; approved as to form by County Counsel

[View Item](#)

**G) BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign first amendment to agreement between County of Plumas and Environmental Alternatives, increasing the contract from \$476,400 to \$576,000, for transitional housing; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign multiyear equipment lease agreement between County of Plumas and Wells Fargo Financial Leasing, Inc., not to exceed \$8,049, for copier service at the Chester Wellness Center through August 2021; approved as to form by County Counsel [View Item](#)
- 3) Authorize payment of \$4,756.74 to Plumas Crisis Intervention and Resource Center for November 2018 operating costs associated with Plumas County Behavioral Health Wellness Center [View Item](#)

**H) PLUMAS EARLY EDUCATION AND CHILD CARE COUNCIL**

Approve and authorize the Chair to sign 2019 Certification Statement regarding composition of Local Planning Council Membership [View Item](#)

**I) LIBRARY**

Approve and authorize the Chair to sign letter confirming that the Memorandum of Understanding between County of Plumas and Quincy Friends of the Library is terminated by mutual agreement (Saturday hours at the Quincy Library) [View Item](#)

**J) SOCIAL SERVICES**

- 1) Approve and authorize the Director of Social Services to sign service agreement between the County of Plumas and the Department of Justice for Criminal Offender Record Information, not to exceed \$36,000 (\$1,000 per month) for a three year term beginning January 1, 2019 through December 31, 2021; approved as to form by County Counsel [View Item](#)
- 2) Authorize the Department of Social Services to fill vacant, funded and allocated 1.0 FTE Social Worker I/II/III position in the Child Protective Services Program [View Item](#)

## **K) PUBLIC WORKS**

- 1) Approve and authorize the Chair to sign Amendment No. 4 to Professional Services Agreement between County of Plumas and Stantec Consulting Services, Inc. for On-Call Environmental /CEQA & NEPA Services for the Clio Bridge Painting Project; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign Amendment No. 5 to Professional Services Agreement between County of Plumas and Stantec Consulting Services, Inc. for On-Call Environmental /CEQA & NEPA Services for the Dyson Lane Bridge Painting Project; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign Amendment No. 2 to Professional Services Agreement between County of Plumas and Bender Rosenthal, Inc. for right-of-way engineering acquisition services for Keddie Resort Road Bridge Replacement Project increasing compensation from \$13,000 to \$16,000; approved as to form by County Counsel [View Item](#)
- 4) Award the 2019 Fuels Contract, not to exceed \$400,000, to Hunt & Sons for purchase of gasoline, equipment fuel and furnace oil, and authorize the Chair to sign Purchase Agreement; approved as to form by County Counsel [View Item](#)

## **L) PUBLIC HEALTH AGENCY**

Approve and authorize the Chair to sign the following subcontracts for the Rural Communities Opioid Response Program; approved as to form by County Counsel: [View Item](#)

• Eastern Plumas Health Care	\$13,758
• Plumas County Behavior Health	\$ 9,026
• Plumas County Jail	\$14,034
• Plumas County Jail Medical (MAY)	\$12,525
• Plumas County Jail Medical (SCHAD)	\$12,525
• Plumas District Hospital	\$13,136
• Seneca Healthcare District	\$13,036

## **M) RISK MANAGEMENT**

Authorize the Auditor/Controller/Risk Manager to recruit and fill vacant, funded and allocated 1.0 FTE Assistant Risk Manager position, created by resignation

## **3. DEPARTMENTAL MATTERS**

### **A) PUBLIC HEALTH AGENCY** – Andrew Woodruff

- 1) Authorize the Director of Public Health to hire above the “B” step for the position of Public Health Program Division Chief; discussion and possible action [View Item](#)
- 2) Approve supplemental budget of \$83,300 for receipt of unanticipated revenue received from Health Resources and Services Administration (HRSA) for the Rural Communities Opioid Response Program; **four/fifths required roll call vote** [View Item](#)

## **4. BOARD OF SUPERVISORS**

- A. Adopt **PROCLAMATION** in Recognition of *Plumas County School Choice Week*, January 20-26, 2019
- B. Set Board meeting schedule for February 2019 [View Item](#)
- C. Approve and authorize the Chair to sign Memorandum of Understanding with Sierra Valley Groundwater Management District for cooperative implementation of the Sustainable Groundwater Management Act; approved as to form by County Counsel [View Item](#)
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- F. Appointments

### **FEATHER RIVER RESOURCE CONSERVATION DISTRICT**

Appoint James Wilson to the Feather River Resource Conservation District Governing Board to fill a vacancy

## **5. CLOSED SESSION**

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

- A. Personnel: Public employee appointment or employment – Public Health Program Division Chief
- B. Personnel: Public employee appointment or employment – County Administrator
- C. Personnel: Public employee performance evaluation – Director of Child Support Services (Board only)
- D. Personnel: Public employee performance evaluation – Director of Building Services (Board only)
- E. Conference with Legal Counsel: Existing litigation – *County of Butte, et al. v. California Department of Water Resources*, Yolo County Superior Court Case No. CV-09-1258 (Government Code 54956.9(a))
- F. Conference with real property negotiator, Kevin Correira, Director of Facility Services regarding courthouse facilities: Greenville Sub Station 115 Crescent St. APN# 110120047000; Chester Complex 251 E. Willow APN# 100062002000; Portola Court Building 151 Nevada St. APN# 126131001000
- G. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- H. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- I. 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, January 15, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California.

# BOARD OF SUPERVISORS

MICHAEL SANCHEZ, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



January 8, 2019

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request**  
**QUINCY CHAMBER OF COMMERCE**

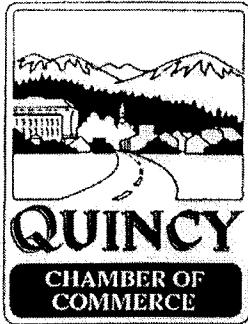
7<sup>th</sup> Annual Groundhog Fever Festival, Saturday, February 2, 2019 from  
1:00 p.m. to 5:00 p.m., Court Street, Quincy, CA

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

Sincerely,

Jeff Engel, Chair

Cc: Plumas County Director of Public Works



## Heart of the Feather River Country

PO Box 215 • QUINCY, CALIFORNIA 95971  
(530) 394-0541 • [info@quincychamber.com](mailto:info@quincychamber.com) • [www.quincychamber.com](http://www.quincychamber.com)

September 13, 2018

Plumas County Board of Supervisors  
520 Main Street  
Quincy, CA. 95971

RE: 7th Annual Groundhog Fever Festival  
Saturday, February 2, 2019 1:00 p.m. – 5:00 p.m.

Honorable Plumas County Supervisors,

At the request of Plumas County Public Works, we are requesting your permission for the 7th Annual Groundhog Fever Festival on Saturday, February 2, 2019 from 1:00 p.m. to 5:00 p.m.

The Groundhog Fever Festival will be taking place at the Courthouse. The only road affected by the Groundhog Fever Festival will be Court Street, which we are requesting to have closed during the event again this year.

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

Sincerely,

Cheryl Kolb  
Director



# Office of the Sheriff

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

2c1

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** December 26 2018  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood  
**RE:** Agenda Items for the meeting of January 8, 2019

**It is recommended that the Board:**

Approve and authorize the Sheriff to sign an amendment to the contract with Wicomm Construction to add required FAA lighting to the recently constructed radio tower on Radio Hill.

**Background and Discussion:**

Your Board recently approved a contract with Wicomm Construction to build a communication tower on Radio Hill. In discussions with the contractor during the construction phase of this project, my staff learned that the FAA lighting requirements have changed since the acquisition of the tower some three years ago. It behooves the County to meet, or exceed, all current FAA requirements as practical. This amendment strives to meet that need and provide installation of the required lighting.

The Sheriff's Office has already acquired the needed FAA lighting for the tower and now desires to amend the existing contract approved by your Board on Nov. 6 2018 to include installation of this lighting. This amendment does not require an extension of time past the ending date of the original contract and the work should be complete shortly after this request is approved.

The contract amendment has been approved as to form by County Counsel.

**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND WICOMM CONSTRUCTION**

This First Amendment to Agreement ("Amendment") is made on January 8, 2019, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Wicomm Construction ("CONTRACTOR") who agrees as follows:

**1. Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and Wicomm Construction have entered into a written Agreement dated December 10, 2018, (the "Agreement"), in which Wicomm Construction agreed to provide construction of a communication tower for Plumas County.
- b. Because of unforeseen circumstances beyond the control of both parties, additional work is needed to add required FAA lighting to the said tower that conforms with current regulations. This must be completed outside of the terms and deliverables of the original agreement requiring an increase of \$1,200 in available funding. The parties desire to change the Agreement to include installation of the required lighting

**2. Amendments:** The parties agree to amend the Agreement as follows:

a. Paragraph 2. "Compensation" is amended to read as follows:

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-Seven Thousand Two Hundred Dollars.

b. Schedule B is amended as follows:

Per the 1<sup>st</sup> Amendment to the contract between Plumas County and Wicomm Construction the following need is added:

Install double obstruction lights per current FAA regulations along with associated ridged conduit and wiring consistent with industry standards.

Said conduit and wiring will terminate 10' above ground level. All parts are provided by the County, the Contractor is only supplying the labor for installation.

Flat cost for installation: \$1,200

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated December 10, 2018 and any amendments thereto, shall remain unchanged and in full force and effect.

Contractor:

Wicomm Construction,  
A California Corporation

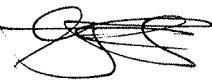
County:

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

By: \_\_\_\_\_  
Name: James Hite  
Title: President – CEO  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gregory Hagwood  
Title: Sheriff - Coroner  
Date Signed: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Deputy  
Craig Settlemire  
County Counsel

12/26/18  
Date

Services Agreement

This Agreement is made this 1st day of February 2019, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and Levi Pence, an individual, doing business as Hi Tech Frame & Finish, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty-Five Thousand Dollars and No/100 (\$45,000.00).
3. Term. The term of this agreement shall be from February 1, 2019 through January 31, 2020, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform

7. Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
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.

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COUNTY INITIALS

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CONTRACTOR INITIALS

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

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Department  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Roni Towery

Contractor:

Hi Tech Frame & Finish  
1229 Industrial Way  
Quincy, CA 95971  
Attention: Levi Pence

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

26. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

By: \_\_\_\_\_

Levi Pence, an individual doing business as Hi Tech Frame & Finish

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

COUNTY:

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

By: \_\_\_\_\_

Name: Greg Hagwood  
Title: Sheriff

By: \_\_\_\_\_

Name: Jeff Engel  
Title: Chair, Board of Supervisors  
Date signed: \_\_\_\_\_

Approved as to form:

Plumas County Counsel

By: \_\_\_\_\_

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

CONTRACTOR INITIALS \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Work**

1. Provide the following automotive body repair services on an as-needed basis upon request of the County:
  - a. Body repair and refinishing of automobiles and light trucks.
  - b. Frame repairs of automobiles and light trucks.
  - c. Mechanical work as needed in conducting body repairs.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

## **EXHIBIT B**

### **Fee Schedule**

1. Labor shall be charged at the following per hour rates:

Body repair work                    \$72.00

Painting                            \$72.00

Frame repair work                    \$72.00

Mechanical repair work    \$72.00

2. Parts shall be charged at the following rates: paint at a flat rate of \$36.00 per painting hour; body parts and supplies at Contractor's cost plus 25%.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



# Office of the Sheriff

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

2c3

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** December 26, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of January 8, 2019

**RECOMMENDATION:**

Authorize the Sheriff to recruit and fill the Animal Control Supervisor position at the Plumas County Animal Shelter.

**BACKGROUND & DISCUSSION:**

The Plumas County Sheriff's Office requests authorization to recruit and fill the Animal Shelter Supervisor position.

PLUMAS COUNTY CLERK  
Recorder (530) 283-6218  
Registrar of Voters (530) 283-6256

520 Main Street, Room 102, Courthouse  
Quincy, CA 95971 \* Fax: (530) 283-6155



DATE: January 2, 2019

TO: Honorable Board of Supervisors, County of Plumas

FROM: Kathy Williams, Clerk-Recorder, Registrar of Voters

SUBJECT: Agenda Item for Board Meeting - January 15, 2019

**Resolution:** Authorization to Conduct a Special Tax Election  
for the West Almanor Community Services District  
on May 7, 2019

*Kathy*  
Kathy Williams

Clerk - Recorder  
Registrar of Voters  
kathywilliams@countyofplumas.com

*Kathy*  
Julie Hagwood  
Assistant Clerk-Recorder  
juliehagwood@countyofplumas.com

**IT IS RECOMMENDED THAT THE BOARD:**

Authorize the County Clerk, Registrar of Voters to conduct a Vote By Mail Election on behalf of the West Almanor Community Services District, on May 7, 2019, to consider extending and increasing the special tax currently in place.

**BACKGROUND:** The West Almanor Community Services District has adopted Resolution #18-07 requesting the County Clerk, Registrar of Voters to conduct an election within the boundaries of the district, submitting a measure to the voters to extend and increase the special tax already in place for emergency medical response, fire protection and prevention and hazardous materials response. The district's proposed ballot measure resolution is hereto attached and made part of the resolution authorizing the County Clerk, Registrar of Voters to conduct the election.

**A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK  
TO CONDUCT A SPECIAL VOTE BY MAIL ELECTION ON MAY 7, 2019,  
WITHIN THE BOUNDARIES OF THE WEST ALMANOR COMMUNITY SERVICES  
DISTRICT, PLACING A MEASURE BEFORE THE VOTERS IN THE DISTRICT,  
EXTENDING AND INCREASING THE SPECIAL TAX FOR A PERIOD OF 4 YEARS,  
FOR EMERGENCY MEDICAL SERVICES, FIRE PROTECTION AND PREVENTION  
AND HAZARDOUS MATERIAL RESPONSES**

**WHEREAS**, the West Almanor Community Services District (hereinafter "District") has adopted and forwarded to the County Clerk a resolution, (see copy attached hereto and made part of), requesting that the Plumas County Board of Supervisors authorize the Plumas County Clerk to conduct a special election on May 7, 2019, as set forth in Resolution #18-07, as follows:

""Upon a two-thirds vote of approval, shall a special tax, replacing the current special tax of \$195.00 per year which will expire on June 30, 2019, be imposed for a period of four (4) years starting July 1, 2019 for the specific purpose of emergency medical response, fire protection and prevention and hazardous materials response, and shall this tax be authorized in the amount of \$198.00 per year, with optional annual adjustments not exceeding two percent (2%), on each parcel of real property or condominium unit within the District, excluding those parcels exempt from property tax and the following parcel numbers: 108-010-004, 108-101-008, 108-101-015, 108-010-016, 108-010-017, 108-010-021, 108-010-023, 108-053-006, 108-053-007, 108-090-002, 108-141-001, 108-211-008, 108-283-004, 108-232-001, 108-241-003, 108-320-009, 108-320-035, 108-320-042, and 108-060-011, said tax to be collected along with the Plumas County property taxes, and shall the District appropriations limit (spending limit) be raised by the amount of the annual proceeds from this special tax for the period this tax is in effect, which revenue shall be deposited into a specifically created account on which an annual report shall be made as required by Government Code Section 50075.3?"

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

1. The ballot measure set forth in the attached Resolution #18-07, authorized by the Board of Directors of the West Almanor Community Services District, which is incorporated herein by reference in its entirety, is hereby set for May 7, 2019, for a Special Vote By Mail Election and shall require a two-thirds vote of the voters voting to approve the special tax.
2. The Plumas County Clerk is authorized to conduct a Vote By Mail election within the boundaries of the West Almanor Community Services District, including preparation and publication of all legal notices, providing necessary supplies and equipment, preparation of official ballots, canvassing the returns and taking all other necessary steps required under state and local law in conducting an election. The Plumas County Clerk, Registrar of Voters is authorized to recover expenses for any election service performed, by advance payment or reimbursement from the District.

The foregoing resolution was adopted on January 15, 2019, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES:

NOES:

ABSENT:

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Chair of the Board of Supervisors

ATTEST:

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Nancy DaForno, Clerk to the Board



## WEST ALMANOR CSD/FIRE DEPARTMENT

947 Long Iron Drive

Chester, CA, 96020

530-259-5112

530-259-5113- fax

Email: [westalmanorfd@citlink.net](mailto:westalmanorfd@citlink.net)

Randel Fluke, Fire Chief

### Resolution 18-07

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST ALMANOR COMMUNITY SERVICES DISTRICT REQUESTING THAT THE PLUMAS COUNTY BOARD OF SUPERVISORS AUTHORIZE THE COUNTY CLERK TO CONDUCT AN ELECTION TO CONSIDER FOR A PERIOD OF FOUR (4) YEARS, THE SPECIAL TAX FOR EMERGENCY MEDICAL SERVICES, FIRE PROTECTION AND PREVENTION, AND HAZARDOUS MATERIAL RESPONSES.**

WHEREAS, the Board of Directors of West Almanor Community Services District recommends that an election be held for the purpose of increasing the per parcel special tax from \$195.00 to \$198.00 per year beginning in fiscal year 2019-2020 and continuing each year for a period of four (4) years; and

WHEREAS, the Board of Directors of West Almanor Community Services District recommends that it be allowed to increase the special tax to reflect the effects of inflation by adopting future increases in an annual amount based upon changes in the Western States Consumer Price Index (CPI) or two percent (2%), whichever is less; and

WHEREAS, any such future increases in the special tax to reflect inflation will be based on action taken during a public meeting of the Board of Directors of West Almanor Community Services District where there will be an opportunity for public input and discussion;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West Almanor Community Services District that:

1. An election be called for the purpose of approving a special tax to ensure adequate emergency medical response, fire protection and prevention, and hazardous material responses. The District requests that this be a special election to be held on May 7, 2019, and conducted by mail ballot, at the discretion of the County Clerk. The County Clerk is authorized to recover expenses for the election service performed, by advance payment or reimbursement from the District.

2. The measure submitted to the voters within the boundaries of the District shall read as follows:

“Upon a two-thirds vote of approval, shall a special tax, replacing the current special tax of \$195.00 per year which will expire on June 30, 2019, be imposed for a period of four (4) years starting July 1, 2019 for the specific purpose of emergency medical response, fire protection and prevention and hazardous materials response, and shall this tax be authorized in the amount of \$198.00 per year, with optional annual adjustments not exceeding two percent (2%), on each parcel of real property or condominium unit within the District,



## WEST ALMANOR CSD/FIRE DEPARTMENT

947 Long Iron Drive

Chester, CA, 96020

530-259-5112

530-259-5113- fax

Email: [westalmanorfd@citlink.net](mailto:westalmanorfd@citlink.net)

Randel Fluke, Fire Chief

excluding those parcels exempt from property tax and the following parcel numbers: 108-010-004, 108-101-008, 108-101-015, 108-010-016, 108-010-017, 108-010-021, 108-010-023, 108-053-006, 108-053-007, 108-090-002, 108-141-001, 108-211-008, 108-283-004, 108-232-001, 108-241-003, 108-320-009, 108-320-035, 108-320-042, and 108-060-011, said tax to be collected along with the Plumas County property taxes, and shall the District appropriations limit (spending limit) be raised by the amount of the annual proceeds from this special tax for the period this tax is in effect, which revenue shall be deposited into a specifically created account on which an annual report shall be made as required by Government Code Section 50075.3?"

The foregoing resolution was duly PASSED AND ADOPTED by the Board of Directors of the West Almanor Community Services District at a meeting of said Board held on the 27th day of September 2018 by the following vote:

AYES:

NOES:

ABSENT:

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Dale Knutsen- President  
West Almanor Community Services District Board of Directors

ATTEST: \_\_\_\_\_  
Carol Bornhorst, Board Secretary

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

**PLUMAS COUNTY CLERK~RECORDER**

Recorder Division (530) 283-6218  
Elections Division (530) 283-6256



520 Main Street, Room 102, Courthouse  
Quincy, CA 95971 Fax: (530) 283-6155

DATE: December 20, 2018

TO: Honorable Board of Supervisors, Plumas County

FROM: Kathy Williams, Plumas County Clerk-Recorder

SUBJECT: Agenda Item - January 8, 2019 -  
RESOLUTION - Approval of Application  
For HAVA Funds

Kathy Williams  
Clerk – Recorder  
Registrar of Voters  
*Stamps*  
kathywilliams@countyofplumas.com

Julie Hagwood  
Assistant  
juliehagwood@countyofplumas.com

**IT IS REQUESTED THAT THE BOARD:**

- 1). Adopt the HAVA AGREEMENT RESOLUTION, as presented, to certify the approval of the application prior to submission to the Secretary of State for HAVA funds; and
- 2). Appoint the County Election Official as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, which may be necessary for the completion of each project, and authorize the County Elections Official to sign the Agreement as County Representative.

**BACKGROUND AND DISCUSSION**

New state and federal HAVA funding has been authorized by the state and federal governments to be used for election purposes. The following funds will be made available to counties:

- \$134 million in state funds for voting system modernization;
- \$1.5 million in federal funds for costs associated with cyber security risks; and
- \$1.5 million in federal funds for costs associated with polling place accessibility

As with previous funding, these county funds will be allocated through state contracts with the counties and be reimbursement based. Approval by the Board of Supervisors is required.

RESOLUTION 2019 - \_\_\_\_\_

RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS  
APPROVING THE AGREEMENT BETWEEN  
THE COUNTY OF PLUMAS AND THE CALIFORNIA SECRETARY OF STATE  
UNDER THE TERMS OF THE HELP AMERICA VOTE ACT OF 2002

COUNTY OF PLUMAS  
HAVA - Help America Vote Act Funds

WHEREAS, the Help America Vote Act of 2002 has been enacted to improve election administration, and provide equal access voting opportunities for all voters; and

WHEREAS, the Secretary of State has been delegated the responsibility for the administration of the Help America Vote Act of 2002, and the purpose of this agreement is to provide the County of Plumas with federal funds, administered by the U.S. Election Assistance Commission, to assist the County in, or reimburse the County for, complying with the requirements of provisions of the Agreement and all requirements of state and federal law, regulations and procedures.

WHEREAS, the Secretary of State has established procedures to require the County to certify by resolution the approval of its application before submission of said application to the Secretary of State;

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors

1. Authorizes the County to enter into an Agreement with the California Secretary of State; and
2. Certifies the County understands the assurances and certification in the Application form; and
3. Certifies the County has reviewed and understands the Application and procedures; and
4. Appoints the County Elections Officer to conduct all negotiations, execute and submit all documents including, but not limited to Applications, State of California Standard Agreements, payment requests etc., which may be necessary for the completion of the projects.

I, the undersigned, hereby certify that the foregoing Resolution Number 2019 - \_\_\_\_\_ was duly adopted by the Plumas County Board of Supervisors following a roll call vote:

Ayes:

Noes:

Absent:

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Nancy L. DaForno  
Clerk to the Board of Supervisors

Chair of the Board of Supervisors

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



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971

Phone: 530-283-6299  
Fax: 530-283-6103



DATE: January 8, 2019

TO: Honorable Board of Supervisors  
FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Facility Services Director, Kevin Correira, to sign a subscription agreement between the Facility Services and QT Petroleum on Demand (QTPOD).

### Recommendation

Approve and authorize Facility Services Director, Kevin Correira, to sign a subscription agreement between Plumas County and QTPOD.

### Background and Discussion

In October 2018, the self-serve fuel islands at Quincy, Chester, and Beckwourth airports were upgraded with new fuel terminals by QTPOD. This subscription agreement allows Facility Services to access all fuel transactions and update pricing at each terminal through an online program called Site-Minder. Access to this program is absolutely necessary to manage the self-serve fuel terminals. Therefore, we respectfully request authorization and approval to sign the subscription agreement.

3 year contract not to exceed \$4,275 per contract year.

A copy of the subscription agreement is on file with the Clerk of the Board.



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: (530)283-6200  
FAX: (530)283-6165

DATE: December 18, 2018  
TO: Honorable Board of Supervisors  
FROM: Erin Metcalf, Chief Probation Officer  
SUBJECT: Contract between Plumas County Probation and Noble Software, LLC

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### Recommendation

Approve and authorize Chair Sanchez to sign a contract with Noble Software, LLC.

### Background and Discussion

The Probation Department contracts with Noble Software, LLC to assess the risk levels of adult and juvenile probationers, to assess their strength and needs, and to develop case plans. Therefore, we respectfully request the Board of Supervisors approve and authorize Chair Sanchez to sign the contract.

**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: December 26, 2018

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

**RECOMMENDATION**

It is respectfully requested that the Board of Supervisors approve and authorize the Board Chair to sign a First Amendment to the Agreement with Environmental Alternatives.

**Background and Discussion**

The county has partnered with Environmental Alternatives for transitional housing and desires to add the provision of Full-Service Partnership to include specialty mental health services. Environmental Alternatives is in the process of becoming Medi-Cal certified as an organizational provider of Plumas County Behavioral Health. Behavioral Health is respectfully requesting to increase the contract from \$476,400.00 to \$576,000.00. The increase to the contract equals the amount received from the Homeless Mentally Ill Outreach and Treatment grant awarded by the Department of Healthcare Services in October 2018.

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

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**  
270 County Hospital Road, #109 Quincy, CA 95971  
PHONE (530) 283-6307 FAX (530) 283-6045



**Tony Hobson, Ph.D., Director**

**Date:** December 18, 2018

**To:** Honorable Board of Supervisors

**From:** Tony Hobson, Behavioral Health Director 

**Agenda:** Consent Item for January 8, 2019 BOS Meeting

**Item Description:** Approve and authorize the Chair to sign a multiyear equipment lease agreement assumption, not to exceed \$8,049.00, between the County of Plumas and Wells Fargo Financial Leasing, Inc. for copier service at the Chester Wellness Center through August 2021.

**Recommendation:** It is respectfully requested that the Board of Supervisors approve and authorize the Chair to sign an assumption of a multiyear equipment lease agreement between the County and Wells Fargo Financial Leasing, Inc., not to exceed \$8,049.00, for copier service at the Greenville Wellness Center, through August 2021.

**Background and Discussion:** Plumas County Behavioral Health staff provide clinical services, wellness activities, and resource support at the Chester Wellness Center. The copier was procured by the prior contractor, PCIRC. This agreement will allow the County to assume the existing equipment lease agreement.

No General Fund monies will be used for this purpose; funding will be provided through Mental Health Services Act (MHSA) Community Services and Supports (CSS) monies. These costs are included in the MHSA FY18-19 budget. Approved to form by County Counsel.

Thank you.

# Assignment and Assumption of Finance Contract

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

**Title of lease, rental or other agreement:** Equipment Lease Agreement (the "Agreement")

**Current Lessee/Renter/Customer:** Plumas Crisis Intervention and Resource Center ("Current Customer")

**New Lessee/Renter/Customer:** County of Plumas ("New Customer")

This Assignment and Assumption of Finance Contract (this "Assumption Agreement") effective as of 10/23/2018 (the "Effective Date"), is made by and among Wells Fargo Financial Leasing, Inc. ("Company"), Current Customer and New Customer. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for New Customer: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

**INTRODUCTION:** Current Customer and Company are parties to the above-referenced Agreement (as amended or supplemented from time to time, the "Finance Contract"). Current Customer desires to assign and New Customer desires to assume Current Customer's rights and obligations under the Finance Contract, and Company is willing to consent to such assignment and assumption, in accordance with the terms and conditions of this Assumption Agreement. NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company, Current Customer and New Customer hereby agree as follows:

**1. TRANSFER OF RIGHTS AND OBLIGATIONS TO NEW CUSTOMER.** As of the Effective Date, Current Customer hereby (i) assigns and transfers to New Customer all of Current Customer's rights under the Finance Contract, including but not limited to the right to possess and use the personal property leased, rented or otherwise provided thereunder (the "Property"), and (ii) subject to Section 3 hereof, delegates and transfers to New Customer all of Current Customer's payment and other obligations under the Finance Contract, limited, however, to obligations arising as of and following the Effective Date. New Customer hereby accepts such assignment, delegation and transfer of the Finance Contract and agrees to assume, pay, perform and discharge all obligations thereunder in accordance with this Assumption Agreement. New Customer hereby acknowledges that it has received a copy of the Finance Contract, has reviewed the Finance Contract terms and conditions, and agrees to be bound by all Finance Contract terms and conditions for the full remaining term thereof (including any renewals and/or extensions thereof). Company hereby consents to the assignment and delegation contemplated herein, subject to all the terms and conditions of this Assumption Agreement. In connection with this Assumption Agreement, New Customer agrees to pay to Company a documentation/processing fee in the amount of \$250.00, which fee shall be due from New Customer irrespective of whether Company accepts this Assumption Agreement.

**2. ACCEPTANCE OF PROPERTY BY NEW CUSTOMER; NO COMPANY WARRANTIES.** New Customer hereby represents to Company that New Customer has inspected the Property, and acknowledges that the Property (i) is in good working order and condition, (ii) is satisfactory to and hereby accepted by New Customer, and (iii) includes all parts, accessories and manuals. **COMPANY IS LEASING, RENTING OR OTHERWISE PROVIDING THE PROPERTY TO NEW CUSTOMER "AS IS, WHERE IS". COMPANY HAS NOT MADE AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**3. NO RELEASE OF CURRENT CUSTOMER OR OTHER OBLIGORS.** This Assumption Agreement shall NOT have the effect of releasing or discharging Current Customer or any guarantor(s) or other obligor(s) (all such guarantors and obligors, if any, may be collectively referred to as "Other Obligors"), from its or their past or current obligations under or in connection with the Finance Contract. Current Customer agrees that it shall be liable to Company, jointly and severally with New Customer and any and all Other Obligors for all of lessee or customer obligations under the Finance Contract, whether arising before, on or after the Effective Date.

**4. MISCELLANEOUS.** This Assumption Agreement constitutes the entire agreement between the parties with respect to the assignment and assumption of the Finance Contract and supersedes any other oral or written agreements regarding such matters. This Assumption Agreement shall not be binding upon Company until accepted by Company. This Assumption Agreement shall be construed and governed by the laws of the state identified in the applicable terms and conditions of the Finance Contract. All judicial proceedings in relation to any matter arising under this Assumption Agreement shall be adjudged or determined in a court or courts in the state identified in the applicable terms and conditions of the Finance Contract. **CURRENT CUSTOMER, NEW CUSTOMER AND COMPANY WAIVER THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** This Assumption Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Current Customer and New Customer each acknowledge having received a copy of this Assumption Agreement and agree that a facsimile or other copy containing each party's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Assumption Agreement. Current Customer and New Customer waive notice of receipt of a copy of this Assumption Agreement with Company's original signature. Current Customer and New Customer each represent to Company that this Assumption Agreement is legally binding and enforceable against it in accordance with its terms.

<b>Current Customer (identified above):</b> Plumas Crisis Intervention and Resource Center	<b>Wells Fargo Financial Leasing, Inc.</b>
By:	By: _____ Date: _____ / _____ / _____
Print name: Johanna Downey	Print name: _____ Title: _____
Title: Executive Director	<b>Agreement Number:</b> 603-0150771
Date: _____ / _____ / _____	<b>Master Agreement Number (if applicable):</b> _____
Tax Identification Number 68-0062136	
<b>New Customer (identified above):</b> County of Plumas	
By:	Approved as to form:
Print name: Jeff Engel	 12/17/18
Title: Chair, Board of Supervisors	Gretchen Stuhr County Plumas County Counsel
Date: _____ / _____ / _____	
Tax Identification Number 946000528	

# Non-Appropriation Addendum

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

**Title of lease, rental or other agreement:** Equipment Lease Agreement (the "Agreement")

**Lessee/Renter/Customer:** County of Plumas ("Customer")

This Addendum (this "Addendum") is entered into by and between Customer and Wells Fargo Financial Leasing, Inc. ("Company"). This Addendum shall be effective as of the effective date of the Agreement.

**1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

**2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

**3. INDEMNIFICATION.** To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

**4. REMEDIES.** To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

**5. GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

**6. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

<b>Customer (identified above):</b> County of Plumas	<b>Wells Fargo Financial Leasing, Inc.</b>		
By: _____	Date: _____ / _____ / _____	By: _____	Date: _____ / _____ / _____
Print name: Jeff Engel	Title: Chair, Board of Supervisors	Print name: _____	Title: _____
			<b>Agreement Number:</b> 603-0150771
			<b>Master Agreement Number (if applicable):</b> _____

Approved as to form:

 12/17/14

Gretchen Stuhr  
Deputy Plumas County Counsel

# Equipment Lease Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

<b>Customer Information:</b>		<b>Supplier Information:</b>	
Customer's Full Legal Name ("You" and "Your"): Plumas Crisis Intervention and Resource Center		Supplier Name ("Supplier"): Inland Business Systems	
Address: 591 Main Street	Address: 1328 North Market Blvd.		
City/State/Zip Code: Quincy, CA 95971	City/State/Zip Code: Sacramento, CA 95834		
Telephone Number: 530-263-5515	Federal Tax ID#:	Country:	
<b>Equipment Information:</b> <input type="checkbox"/> See Attached Equipment Schedule		<b>Equipment Location (if different than address shown above):</b> 372 Main Street, Chester, CA 95947	
Quantity	Equipment Make, Model & Serial Number	Quantity	Equipment Make, Model & Serial Number
1	Xerox 7845PT2		

**Term And Payment Information:** Initial Term: 60 months      **Payment:** \$236.72      **(plus applicable taxes)**  
**Payment Period is "Monthly" unless otherwise noted here:**      **Security Deposit:** \$0.00      **Documentation/Processing Fee:** \$75.00  
**Advance Payment:** \$0.00      **applied to:**  1st Payment     Last Payment     1st and Last Payments

**Purchase Option (shall be Fair Market Value unless another option is checked):**  Fair Market Value     \$1.00     Other:

You acknowledge and agree that this agreement (as amended from time to time, the "Lease") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Lease. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

**1. LEASE OF EQUIPMENT.** You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Lease is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Lease, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

**2. TERM; AUTOMATIC RENEWAL.** The term of this Lease will begin on the date that it is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). Unless You have a \$1,000 Purchase Option, You shall notify Us in writing at least 60 days but not more than 120 days before the end of the Term (the "Notice Period") that You intend to purchase or return the Equipment at the end of such Term or: (a) this Lease will automatically renew for an additional one-year period (a "Renewal Term"), and (b) all terms of this Lease will continue to apply. If You do notify Us in writing within the Notice Period that You intend to purchase or return the Equipment at the end of the Term, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12, for any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. This Lease is non-cancellable for the full Term.

**3. UNCONDITIONAL OBLIGATION.** You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Lease; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgments; (iv) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Lease.

**4. PAYMENTS.** You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Payment prorated on a 30-day calendar month and will be added to Your first invoice. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, and (ii) applicable taxes and other charges provided for herein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations hereunder. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

**5. INDEMNIFICATION.** You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

**6. NO WARRANTIES; WE ARE LEASING THE EQUIPMENT TO YOU "AS IS".** WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that this Lease is, or shall be treated as, a "Finance Lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in this Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to You by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

**7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE.** We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us reasonable access to the Equipment location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer (Identified above): Plumas Crisis Intervention and Resource Center	Wells Fargo Financial Leasing, Inc. ("We," "Us," "Our" and "Lessor")
By: <u>John O. Deane</u> Date: 08/01/16	By: <u>Ryan O'Farran</u> Date: 8/18/16
Print name: <u>JOHANNA A. DEANE</u> Titles: <u>ED, PSIRC</u>	Print name: <u>Ryan O'Farran</u> Titles: <u>ECFA</u>
Agreement Number: <u>603-0150771-000</u>	

any software) during the Lease. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

**8. LOSS; DAMAGE; INSURANCE.** You shall, at all times during this Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or an Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

**9. ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth on Page 1 (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during this Lease. If You so request, and We permit the early termination of this Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of this Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Lease may include a profit to Us and/or the Supplier.

**11. DEFAULT; REMEDIES.** You will be in default hereunder if: (1) You fail to pay any amount due hereunder within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee; and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer a material adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due, (ii) all remaining Payments for the remainder of the Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Lease (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossession, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

**12. RETURN OF EQUIPMENT.** If You are required to return the Equipment under this Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of this Lease, including Your obligation to make Payments and pay all other amounts due hereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Lease. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

**13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** This Lease shall be deemed fully executed and performed in the state of Iowa and shall be governed and construed in accordance with the laws of the state of Iowa. If Lessor or Its Assignee shall bring any judicial proceeding in relation to any matter arising under this Lease, You hereby irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of Iowa or the state of Lessor's or Its Assignee's principal place of business, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or Its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or Its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

**14. DOLLAR PURCHASE.** This Section only applies if You have a \$1.00 Purchase Option. At the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS" for one dollar (\$1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all amounts then owing. hereunder, if any. You agree that prior to entering into this Lease, You could have purchased the Equipment from the Supplier for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Price") to Us in installments over the Initial Term. The Time Price equals the Payment amount shown above multiplied by the total number of Payments to be paid over the Initial Term, plus \$1.00. You agree that the Time Price represents only a higher purchase price and does not include an interest component or finance charge. However, if the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the amount We pay the Supplier ("Our investment") from the Time Price, (iii) the annual interest rate deemed applicable to this transaction is the rate that will amortize Our investment down to \$1.00 by applying all periodic Payments as payments (and this rate calculation method assumes that each periodic Payment is received by Us on the due date), and (iv) none of the other fees or costs We may charge You pursuant to this Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

**15. MISCELLANEOUS.** You shall furnish Us or an Assignee with current financial statements upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Lease, and (b) provide Your credit application, information regarding Your lease account to credit reporting agencies, potential Assignees, vendors and parties having an economic interest in this Lease and/or the Equipment. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Lease and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Lease with Our original signature. You hereby represent to Us that this Lease is legally binding and enforceable against You in accordance with its terms.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES  
270 County Hospital Road, #109 Quincy, CA 95971  
PHONE (530) 283-6307 FAX (530) 283-6045



*Tony Hobson, Ph.D., Director*

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**Date:** December 28, 2018  
**To:** Honorable Board of Supervisors  
**From:** Tony Hobson, Behavioral Health Director   
**Agenda:** Consent Item for January 8, 2019 BOS Meeting

**Item Description:** Approve and authorize payment of an invoice in the amount of \$4,756.74 to Plumas Crisis Intervention and Resource Center for November 2018 operating costs associated with Plumas County Behavioral Health Wellness Centers

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**Recommendation:** It is respectfully requested that the Board of Supervisors approve and authorize payment of an invoice in the amount of \$4,756.74 to Plumas Crisis Intervention and Resource Center for the Plumas County Behavioral Health Wellness Centers November 2018 operating costs.

**Background and Discussion:** Plumas County Behavioral Health staff provide clinical services, wellness activities, and resource support at the Chester and Greenville Wellness Centers.

PCIRC pays costs associated with the Wellness Center operations in Chester and Greenville, including rent, utilities, phones, and consumables.

No General Fund monies will be used for this purpose; this payment is funded solely using Mental Health Services Act (MHSA) Community Services and Supports (CSS) monies. These costs are included in the department's MHSA FY18-19 budget.

Thank you.

## Invoice

PCI Resource Center  
591 W. Main Street  
Quincy, CA 95971  
283-5515

Date of Invoice: December 20, 2018

Billed to:
Plumas County Behavioral Health 270 County Hospital Road, Suite #109 Quincy, CA 95971
283-6307

Period	Item	Description	Amounts
11/1/18 – 11/30/18	Wellness Interim	Location Costs for Chester and Greenville Wellness Centers	\$4,756.74
Total			\$4,756.74

JH

**PLUMAS EARLY EDUCATION AND CHILD CARE COUNCIL**  
**1446 EAST MAIN STREET, QUINCY CA 95971 – 530.283.6500 X 5514**

TO: The Honorable Board of Supervisors  
FROM: Brenda Lory, Council Coordinator  
DATE: December 7, 2018  
RE: Certification of Council Membership

**Background and Discussion**

Education Code, Sections 8499.3 and 8499.4 requires that the County Board of Supervisors and the County Superintendent of Schools appoint members to the Local Planning Council. Locally the Council is known as the Plumas Early Education and Child Care Council.

You will note that there are currently a total of four vacancies on the Council. Nominations for new members are welcome and appreciated. In particular, the Council would like to increase participation in the categories of child care consumers and child care providers.

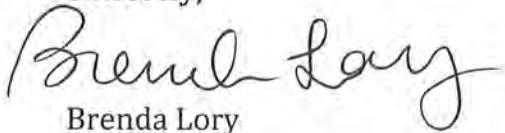
**Recommendation**

The Council recommends that the following Plumas County residents be appointed beginning January 1, 2019:

Kelly Holland	Parent/Child Care Consumer
Debbie Guy	PRS-Child Care Resource & Referral
Lucie Kreth	Portola Kids, Inc.
Ellen Vieira	First 5 Plumas
Merle Rusky	FRC Early Childhood Education Program
Inge Stock	Plumas Charter School
Elisabeth Welch	PRS-First 5 IMPACT
Kathy Whitaker	Quincy Elementary School
Erica Bryant	Sierra Cascade Family Opportunities
Shelley Miller	FRC Adult Education Block Grant
Dorrie Philbeck	Plumas County Public Health – Family First

The Certification Statement has been signed by the Council Chair and is attached to this memo. Please sign where indicated and return the form to me at your earliest convenience. Thank you for your time and attention to this matter.

Sincerely,

  
Brenda Lory

**CERTIFICATION STATEMENT**  
**REGARDING COMPOSITION OF LPC MEMBERSHIP**

**Return to:**

California Department of Education  
Child Development Division  
Local Planning Council Consultant  
1430 N. Street, Suite 3410  
Sacramento, CA 95814

**Due Date:** January 15

Please complete all information requested below:

County Name: <b>Plumas</b>	County Coordinator Name and Telephone Number: <b>Brenda Lory</b> (530)283-6500 x 5514	
<b>Membership Categories</b>		
20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Kelly Holland	235 Sierra Way Quincy, CA 95971 (530) 283-6500 x 5515	January 1, 2018 through December 31, 2020
20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Debbie Guy	Plumas Rural Services – R&R 711 East Main St. Quincy, CA (530) 283-4453 x 824	January 1, 2019 through December 31, 2021
Lucie Kreth	Portola Kids, Inc. 420 N. Pine St. Portola, CA (530) 832-5678	January 1, 2018 through December 31, 2020
20% Public Agency Representative (Defined as a person who represents a city, county or local education agency.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Ellen Vieira	First 5 Plumas 270 County Hospital Rd. Quincy, CA (530) 394-7016	January 1, 2018 through December 31, 2020
Merle Rusky	Feather River College – ECE 570 Golden Eagle Ave. Quincy, CA (530) 283-0202 x 311	January 1, 2018 through December 31, 2020
Inge Stock	Plumas Charter School 546 Lawrence St. Quincy, CA (530) 283-9346	January 1, 2018 through December 31, 2020

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
Elisabeth Welch	Plumas Rural Services 711 East Main St. Quincy, CA (530) 283-4453 x 815	January 1, 2019 through December 31, 2021
Kathy Whitaker	Plumas Unified School District 1446 East Main St. Quincy, CA (530) 283-6550	January 1, 2018 through December 31, 2020
Erica Bryant	186 Shelley Ln. Quincy, CA 95971 (650)430-9594	January 1, 2019 through December 31, 2021

20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
Shelley Miller	PO Box 3361 Quincy, CA 95971 (530)283-1265	January 1, 2018 through December 31, 2020
Dorrie Philbeck	Plumas County Public Health 270 County Hospital Rd. Quincy, CA (530) 283-6330	January 1, 2018 through December 31, 2020

#### Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Planning and Advisory Council for Early Care and Education (LPC) chairperson that as of January 1, 2018, the above identified individuals meet the council representation categories as mandated in AB 1542 (Chapter 270, Statutes 1997; California *Education Code* Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative - County Board of Supervisors	Telephone Number	Date
Authorized Representative - County Superintendent of Schools	Telephone Number	Date
<i>Jerry R. District</i>	(530) 283-6500 x 5200	12-7-18
Local Child Care Planning Council Chairperson	Telephone Number	Date
<i>Merle Ruskey</i>	(530) 283-0202 EXT. 311	12-5-18

# PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



*Lindsay Fuchs*  
County Librarian

DATE: December 10, 2018  
TO: Honorable Board of Supervisors  
FROM: Lindsay Fuchs, Plumas County Librarian  
RE: MOU between the Plumas County Library and Quincy Friends of the Library

Effective date September 18, 2018, this letter serves as confirmation that the MOU between the Plumas County Library and Quincy Friends of the Library is terminated by mutual agreement. Quincy Friends of the Library originally agreed to pay for a trial to open and operate the Quincy Branch on Saturdays from December 3, 2016 to June 24, 2017, which was then continued into July 1, 2017 to June 30, 2018. This agreement was signed to continue services into July 1, 2018 to June 29, 2019. During the 2018-2019 budget meetings the County agreed to pay the rest of the Saturday operating costs of the Quincy Branch for the 2018-2019 fiscal year. Quincy Friends of the Library have already made the first quarterly reimbursement payment. All obligations are satisfied between both parties.

## Sponsor

Quincy Friends of the Plumas County Library

By: Handwritten signature of Jimmie O'Neil.

Jimmie O'Neil, President

By: Handwritten signature of Bev McColm.

Bev McColm, Vice President

## County

By: \_\_\_\_\_

Jeff Engel, Chair  
Plumas County Board of Supervisors

By: Handwritten signature of Lindsay Fuchs.

Lindsay Fuchs, Plumas County Librarian



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

7J1  
(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

**NEAL CAIAZZO**  
DIRECTOR

DATE: DECEMBER 26, 2018  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: NEAL CAIAZZO, DIRECTOR  
DEPT. OF SOCIAL SERVICES  
SUBJ: BOARD AGENDA ITEM FOR JANUARY 8, 2019, CONSENT AGENDA  
RE: APPROVAL OF PURCHASE OF SERVICE AGREEMENT WITH  
DEPARTMENT OF JUSTICE FOR CRIMINAL OFFENDER RECORD  
INFORMATION (CORI)

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

Approve and authorize the Director of the Department of Social Services to sign a purchase of service agreement with the Department of Justice for Criminal Offender Record Information (CORI)

### **Background and Discussion**

When a child is removed from the home of his/her parent(s) by a Child Protective Services social worker because the home is unsafe, one of the first things the social worker will consider is whether or not there is a suitable relative that the child can be placed with as an alternative to placement in a foster home. If such a relative placement is available and the relative agrees to take the child or children, the relative must first undergo a criminal background check in order for the child to be placed with them.

The Department of Social Services has maintained an ongoing purchasing agreement with the Department of Justice which enables us to obtain criminal offender records. The matter before your Board is to approve the continuation of this agreement for a period of two years.

### **Financial Impact**

The maximum value of this agreement is \$1,000 per month. Funds to support this agreement are included in the proposed Departmental budget.

Copy: PCDSS Management Staff (cover memo only)

Enclosure

CALIFORNIA

**STANDARD AGREEMENT**

213 (Rev 06/03)

AGREEMENT NUMBER

20192021

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Business/Entity named below:

BUSINESS/ENTITY NAME

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME

DEPARTMENT OF JUSTICE (DOJ)

2. The term of this Agreement is: January 1, 2019 through December 31, 2021
3. The maximum amount of this Agreement is: \$ 36,000.00 ( not to exceed \$1,000.00/month)  
Thirty Six Thousand Dollars and Zero Cents
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

2 page(s)

Exhibit B – Invoicing and Payment Provisions

2 page(s)

Exhibit C\* – General Terms and Conditions

page(s)

Check mark one item below as Exhibit D:

- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) page(s)
- Exhibit - D Special Terms and Conditions

Exhibit E – Additional Provisions page(s)

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

DEPARTMENT OF JUSTICE (DOJ)

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

CHRIS RYAN, Chief, Division of Operations

ADDRESS

1300 I STREET, ROOM 810, SACRAMENTO, CA 95814

California Department of Justice  
Use Only**BUSINESS/ENTITY**

BUSINESS/ENTITY NAME

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES (PCDSS)

BY (Authorized Signature)

Approved as to form:

 12/30/18

PRINTED NAME AND TITLE OF PERSON SIGNING

NEAL CAIAZZO, DIRECTOR

Gretchen Stuhr

Deputy Plumas County Counsel

ADDRESS

270 COUNTY HOSPITAL RD, SUITE. 207, QUINCY, CA 95971

## **EXHIBIT A** **SCOPE OF WORK**

The Plumas County Department of Social Services, hereinafter referred to as PCDSS and the Department of Justice, hereinafter referred to as DOJ, hereby enter into this agreement for the purpose of submitting fingerprint images and related information electronically and having the DOJ provide the PCDSS with DOJ and FBI Criminal Offender Record Information (CORI).

1. DOJ Responsibilities:

- A. The DOJ is responsible to receive and process the PCDSS CORI requests via electronic submissions. The DOJ shall provide the PCDSS with the following information when the DOJ receives and processes CORI requests submitted by PCDSS, for Plumas County Department of Social Services:

- DOJ CORI or a no record response and (if authorized) subsequent arrest notifications  
 FBI CORI or a no record response for initial submissions (as applicable)  
 Child Abuse Central Index (CACI – as applicable)  
 Peace Officer Carry Concealed Weapon (CCW – as applicable)  
 Other – Adoption CACI

- B. The DOJ is responsible to receive and process CORI requests submitted by PCDSS on behalf of an applicant and/or an applicant agency. The DOJ shall provide the applicant and/or the applicant agency with the CORI requested and submitted through PCDSS.

2. The PCDSS Responsibilities:

- A. The PCDSS will request CORI electronically. The PCDSS is statutorily authorized to request and receive CORI under ORI Number A1519. Accordingly, the DOJ will deal exclusively with the PCDSS for all issues associated with these responses.
- B. The PCDSS agrees to maintain the confidentiality of all information submitted to the DOJ and of all DOJ and FBI no record responses or CORI received from the DOJ. The PCDSS, any official or employee of the PCDSS, shall not divulge any State or Federal level CORI information provided by the DOJ, except upon written authorization of the DOJ.
- C. The PCDSS, if operating a live scan device, will also be responsible for payment if their live scan operator fails to input a billing/customer account number or inputs an incorrect billing/customer account number and/or applicant agency information, and the DOJ cannot determine which agency should be billed for the transaction.

3. The contact representatives during the term of this agreement will be:

Program Inquiries:

**Requesting Agency:**

PCDSS  
Plumas County Department of Social Services

Name: Neal Caiazzo

Address: 270 County Hospital Rd, Suite 207  
Quincy, CA 95971

Phone: (530) 283-6350

FAX: (530) 283-6368

E-Mail: [nealcaiazzo@countyofplumas.com](mailto:nealcaiazzo@countyofplumas.com)

**Providing Agency:**

DEPARTMENT OF JUSTICE (DOJ)  
CJIS/OSP – Electronic Billing Unit

Name: Danielle Hofmeister

Address: 4949 Broadway, Rm. C217  
Sacramento, CA 95820

Phone: (916) 210-5336

FAX: (916) 227-1149

E-Mail: [danielle.hofmeister@doj.ca.gov](mailto:danielle.hofmeister@doj.ca.gov)

Contract inquiries:

**Requesting Agency:**

PCDSS  
Plumas County Department of Social Services

Name: Christine Renteria

Address: 270 County Hospital Rd, Suite 207  
Quincy, CA 95971

Phone: (530) 283-6462

FAX: (530) 283-6368

E-Mail: [christinerenteria@countyofplumas.com](mailto:christinerenteria@countyofplumas.com)

**Providing Agency:**

DEPARTMENT OF JUSTICE (DOJ)  
CJIS/OSP – Electronic Billing Unit

Name: Danielle Hofmeister

Address: 4949 Broadway, Rm. C217  
Sacramento, CA 95820

Phone: (916) 210-5336

FAX: (916) 227-1149

E-Mail: [danielle.hofmeister@doj.ca.gov](mailto:danielle.hofmeister@doj.ca.gov)

4. Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.
5. This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this agreement (Government Code Section 8546.7).

This agreement shall be governed by the laws of the State of California and shall be interpreted according to California law.

## **EXHIBIT B** **Invoicing and Payment Provisions**

### **Invoicing**

Under the provisions of Penal Code section 11105, the DOJ is authorized to charge agencies requesting CORI a fee sufficient to cover the cost of processing. It is understood that CORI requests will be processed by the DOJ at the rates established by State and Federal agencies. These rates are subject to change with 30-days written notice.

Current CORI costs and related fees:

State Level Response	\$32	X
Federal Level Response	\$17	X
Federal Level Response (Volunteer)	\$15	
California Child Abuse Index (CACI)	\$15	
Trustline CACI	\$15	
Adoption CACI	\$15	X
Peace Officer Carry Concealed Weapon (CCW)	\$19	
Employment CCW	\$22	
Private Patrol/Security Guard CCW	\$38	
Standard CCW	\$44	
Judge CCW	\$66	
Reserve/Custodial Peace Officer CCW	\$88	
Fingerprint Roller Certification	\$25	
DOJ Fingerprint Rolling Fee	\$10	
Record Review	\$25	
DSS Fee	\$10	
CS DSS Fee	\$20	
Custodian of Records	\$62	

CORI submissions specific to the PCDSS, as delineated in paragraph 1. A. of Exhibit A, are indicated here with an X.

The PCDSS agrees to compensate the DOJ for services rendered upon receipt of the DOJ invoice. All invoices will state the services provided, the time period covered, the contract number, and the billing/customer account number, 144944, with a tear-off bottom that must be returned with payment. The PCDSS is responsible for the use of its billing/customer account number. All costs associated to the billing/customer account number will be the responsibility of the PCDSS, and reflected on the DOJ invoice. The total amount payable for each invoice shall not exceed the sum of the costs for each CORI request submitted for the period covered by the invoice excluding corrections, other changes, or amounts overdue.

The DOJ will mail invoices to the following address:

Plumas County Department of Social Services  
ATTN: Fiscal Department  
270 County Hospital Rd, Suite 207  
Quincy, CA 95971

### **Budget Contingency Clause**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the business/entity shall have no liability to pay any funds whatsoever to the DOJ or to furnish any other considerations under this agreement and the DOJ shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the business/entity shall have the option to either cancel this agreement with no liability occurring to the business/entity, or offer an agreement amendment to the DOJ to reflect the reduced amount.

### **Prompt Payment Clause**

This is an agreement to pay the processing fees associated to the transmission of electronic criminal offender record information requests, including fees incurred by duplicate transmissions or other errors on the part of the PCDSS or its representative(s).

The PCDSS agrees to compensate the DOJ monthly, in arrears, upon receipt of an invoice, computed in accordance with the State Administrative Manual Section 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article I, Chapter 3, Part 1, Division 3, Title 2, of the Government Code.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

252

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

**NEAL CAIAZZO**  
DIRECTOR

DATE: DECEMBER 27, 2018

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JANUARY 8, 2019, CONSENT AGENDA

RE: AUTHORIZATION TO FILL A VACANT AND FUNDED SOCIAL WORKER  
I/II/III POSITION IN THE DEPARTMENT'S CHILD PROTECTIVE  
SERVICES PROGRAM

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

Authorize the Department of Social Services to fill a vacant and funded Social Worker I/II/III position in the Department of Social Services as soon as administratively possible.

### **Background and Discussion**

The Department of Social Services has experienced a recent vacancy in the class of Social Worker I/II/III. This position became vacant September 1, 2018 when the incumbent left County service. As explained more completely in the accompanying documents, this position is part of our Child Welfare Services system and is therefore, critical for assuring the safety of abused or neglected children.

A Table of Organization showing the vacancy is also attached

### **Financial Impact**

This position is funded in this year's County budget. There is no impact to the County General fund as the position is funded by State, Federal and Realignment dollars.

Copy: DSS Management Staff

Enclosures

**Position Classification:** Social Worker I/II/III

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Position:** Yes

CWS is funded through Federal (50%), 2011 Realignment (35%) and 1991 Realignment (15%) dollars for the basic program.

This allocation of 2011 Realignment funds is specifically for Child Welfare Services. It cannot be spent on other programs.

**Mandated Program:** Yes.

Child Welfare Services is a state-mandated, county-administered public protection program. The mandate for Child Protective Services is found at Welfare and Institutions Code Section 16500, *et seq.* The mandated services include 24 hour, 7 days per week emergency response services for allegations of abuse or neglect of children, case management services to families whose children are removed from the home (including mandatory visits to both children and parents), reunification services to reunite families, and permanency services when reunification avenues are exhausted.

**Position Description:**

This position is responsible for the investigation of allegations of abuse or neglect of children. The incumbents also perform case management activities that support mitigation of the systemic family elements that have led to abuse or neglect of children. A significant component of the job includes reporting to the Plumas County Superior Court regarding the status of families who have had children removed from their care and custody. There is typically a significant amount of interaction with community based partner organizations that work with the Department towards goals associated with strengthening families.

**Funding Sources:**

The funding to support these positions comes from federal pass through dollars and county 1991 and 2011 Realignment dollars. There is no cost to the County's General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Social Worker – Child Protective Services

- Is there a legitimate business, statutory or financial justification to fill the position?

Answer: Yes. Child Protective Services is a state mandated program.

- Why is it critical that this position be filled prior to the adoption of the County's budget?

Answer: The position is assigned duties that include public protection, specifically providing services to abused and neglected children.

- How long has the position been vacant?

Answer: This position became vacant on September 1, 2018 due to the resignation of the prior incumbent .

- Can the department use other wages until the budget is adopted?

Answer: No.

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

Answer: Staffing levels for this program are a function of the allocation of state general fund dollars for the position. Currently, the state provides funding for six social workers in Plumas County for this program.

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

Answer: Children may not be protected from abuse leading to potential tragic circumstances.

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

Answer: This position is funded by Federal and Realignment dollars. The Realignment dollars allocated to this program may not be used for other programs.

- 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?

**Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies. Currently Child Welfare Services is not among the programs impacted by proposed reductions in the State's budget.**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

**Answer: No.**

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

**Answer: No.**

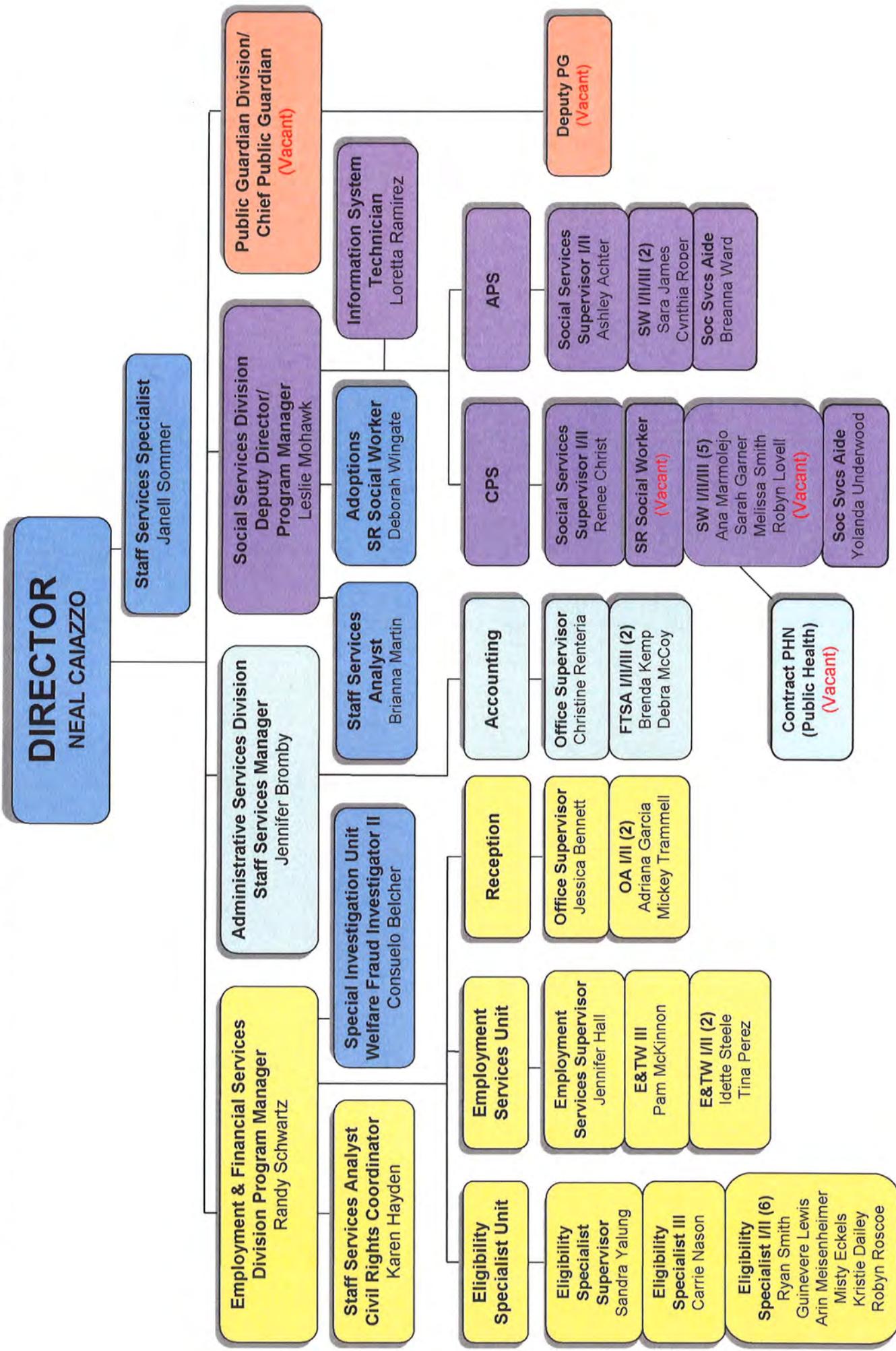
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

**Answer: The Department does not presently utilize General Fund dollars. Filling this position does not change that.**

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

**Answer: Yes. The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.**

**PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN**



# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

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



## CONSENT AGENDA REQUEST

For the January 8, 2019 meeting of the Plumas County Board of Supervisors

Date: December 31, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: **Approval of Amendment No. 4 to Professional Services Agreement for "On-call Environmental/CEQA & NEPA Services for the Clio Bridge Painting Project"**

### Project Background:

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Clio Bridge (#9C-0057) Painting Project. The project site is located on County Road 115 (Clio-State 40A Road), over the Middle Fork of the Feather River, at post mile 0.1, between the town of Clio and State Route 89. Proposed project activities include blasting, cleaning, and painting all steel girders and applying methacrylate and/or polyester overlay to the concrete bridge deck. The end treatments for the bridge (approach guard railing) will be upgraded and shoulder backing added to the edge of pavement on approaches. Other proposed activities include implementation of appropriate scour counter measures, per Caltrans Bridge Inspection Reports; material will be placed mechanically from the bridge deck. Dewatering will be required to prepare the location around the pier for placement of rock slope protection.

As part of the Clio Bridge Painting Project, Stantec will perform the following base tasks:

1. Prepare Natural Environment Study Report – Minimal Impacts
2. Conduct Wetland Delineation
3. Native American Coordination
4. Conduct Initial Site Assessment
5. Prepare Water Quality Technical Memorandum
6. Prepare Regulatory Permit Application

### Optional Tasks:

1. Prepare Section 4(f) De Minimis Documentation

Amendment No. 4 authorizes Stantec to perform, the above tasks in support of the Clio Bridge Painting Project for a total cost of \$49,224.79, if all optional tasks are found to be necessary by the Department. The work scheduled to be performed by this amendment will be funded by a State Cooperative agreement with Caltrans. This agreement provides 100 % reimbursement for the subject tasks. All work performed under this agreement is included in the Department of Public Works budget under Work Order #563.

The attached Amendment No. 4 to the Professional Service Agreement has been approved as to form by the County Counsel's Office.

**Recommendation by Public Works:**

The Director of Public Works staff respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the Amendment No. 4 to the Professional Services Agreement between the County of Plumas and Stantec Services, Inc. for On-call Environmental/CEQA & NEPA Services for the Dyson Lane Bridge Painting Project in the amount of \$49,224.79.

Attachment: Amendment No. 4 to the Professional Services Agreement between the County of Plumas and Stantec Services, Inc.

**AMENDMENT NO. 4**  
to the  
**PROFESSIONAL SERVICES AGREEMENT**

**On-Call Environmental/CEQA & NEPA Services  
For CEQA Documentation for Lake and Streambed Alteration Agreement  
For  
Clio Bridge Painting Project  
Environmental Services Support**

The September 19, 2018 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and Stantec Consulting Services, Inc., a California Corporation (“Consultant”), County Contract No. P.W.R.D. 19-002, is hereby amended as follows:

## Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Clio Bridge (#9C-0057) Painting Project. The project site is located on County Road 115 (Clio-State 40A Road), over the Middle Fork of the Feather River, at post mile 0.1, between the town of Clio and State Route 89. Proposed project activities include blasting, cleaning, and painting all steel girders and applying methacrylate and/or polyester overlay to the concrete bridge deck. The end treatments for the bridge (approach guard railing) will be upgraded and shoulder backing added to the edge of pavement on approaches. Other proposed activities include implementation of appropriate scour counter measures, per Caltrans Bridge Inspection Reports; material will be placed mechanically from the bridge deck. Dewatering will be required to prepare the location around the pier for placement of rock slope protection.

The project is federally-funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans). The technical studies completed under this task order will be reviewed and approved by Caltrans.

## Scope of Work

The Scope of Work shall include Tasks 1 through 7 as set forth in the Scope of Work, which is attached hereto as Exhibit "A" and incorporated herein by this reference. Task 6 is an optional task and will be performed under written authorization from the Department of Public Works.

## Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Forty Nine Thousand, Two Hundred Twenty-Four Dollars and Seventy-Nine Cents (\$49,224.79).

## Consultants Initials

\_\_\_\_\_ County Initials

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

### Project Schedule.

The Consultant shall complete the project as specifically set forth in the Project Schedule, which is attached hereto as Exhibit "C" and incorporated herein by this reference.

#### Other Contract Provisions.

All other contract provisions set forth in the September 19, 2018 Professional Services Agreement first referenced above remain unchanged.

\* Signatures on next page \*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed by and through their respective authorized officers, as of the date first above written.

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  
CONCURRENCE BY:

Date: 11/14/18

\_\_\_\_\_  
County Purchasing Officer

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

CONSULTANT:  
STANTEC CONSULTING SERVICES, INC.

\_\_\_\_\_  
Signature  
Timothy A. Reilly, Principal

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

\_\_\_\_\_  
Signature  
Wirt Lanning, Principal

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

Taxpayer ID Number – 11-2167170

Attachments: Exhibit A - Scope of Work  
Exhibit B – Fee Schedule  
Exhibit C – Project Schedule

**PLUMAS COUNTY PUBLIC WORKS DEPARTMENT**  
**Clio Bridge Painting Project – Environmental Services Support**  
**October 26, 2018**

**EXHIBIT A**  
**Scope of Work**

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Clio Bridge (#9C-0057) Painting Project. The project site is located on County Road 115 (Clio-State 40A Road), over the Middle Fork of the Feather River, at post mile 0.1, between the town of Clio and State Route 89. Proposed project activities include blasting, cleaning, and painting all steel girders and applying methacrylate and/or polyester overlay to the concrete bridge deck. The end treatments for the bridge (approach guard railing) will be upgraded and shoulder backing added to the edge of pavement on approaches. Other proposed activities include implementation of appropriate scour counter measures, per Caltrans Bridge Inspection Reports; material will be placed mechanically from the bridge deck. Dewatering will be required to prepare the location around the pier for placement rock slope protection.

The project is federally-funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans). The technical studies completed under this task order will be reviewed and approved by Caltrans. Based on the findings presented in the signed Preliminary Environmental Studies (PES) form provided by the County, Stantec will complete the following tasks.

***Task 1: Prepare Natural Environment Study Report – Minimal Impacts***

Stantec will prepare a Natural Environment Study – Minimal Impacts (NES-MI) report in accordance with the Caltrans Standard Environmental Reference (SER) (Chapter 14) and that utilizes the current Caltrans template (<http://www.dot.ca.gov/ser/forms.htm>). The NES-MI report will characterize biological resources in the biological study area (BSA) (generally corresponds to the area of potential effects [APE]) and vicinity; assess project impacts to biological resources; identify general mitigation measures, if necessary; summarize the results of other biological studies; and discuss the status of any required agency consultations. Preparation of the NES-MI report will entail:

- Review existing biological resources information obtained during previous investigations for nearby projects, review the California Natural Diversity Database (CNDDB) and the California Native Plant Society (CNPS) database for reported occurrences of special-status plant and animal species within the project vicinity (approximately 5 miles), and review an official plant and animal species list obtained from the U.S. Fish and Wildlife Service (USFWS) and Plumas National Forest (Sensitive Species List).
- coordination with resource agencies, including the California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), and USFWS, as necessary;
- a reconnaissance-level field investigation, including an assessment of habitat for jurisdictional waters and special-status wildlife, including nesting raptors and roosting bats;



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Clio Bridge Painting Project – Environmental Services Support  
October 26, 2018

- a reconnaissance-level field investigation, including an assessment of habitat for jurisdictional waters and special-status wildlife, including nesting raptors and roosting bats;
- conduct a single-visit botanical survey in the spring of 2019 for special-status plant species within the BSA;
- prepare a discussion that includes a comprehensive list of all vascular plant species observed within the BSA and a figure showing location(s) and acreage(s) for any special-status plant occurrence(s);
- noxious and invasive weed species populations will be discussed and evaluated in the NES-MI to ensure that the project complies with Federal Executive Order 13112 (Invasive Species)
- based on project site plans and wetland impact calculations provided by the County, Stantec will evaluate temporary impacts to jurisdictional waters affected by the project and provide recommendations for avoidance, minimization, and mitigation measures.

Following the completion of the literature review, conversations with resource agency staff, and field surveys, Stantec will prepare an NES-MI report. An internal draft NES-MI will be submitted for review by the County. Once County comments are addressed, Stantec will then finalize and submit the revised NES-MI report to Caltrans for approval. Stantec will address comments provided by Caltrans and submit a final NES-MI report for review and approval.

**Deliverables:** One (1) electronic copy (PDF) of draft NES-MI report; one (1) hard copy and one (1) electronic copy (PDF) of the revised draft NES-MI report; three (3) hard copies and an electronic copy (PDF) of the final NES-MI report

**Meeting(s):** Not Applicable

### **Task 2: Conduct Wetland Delineation**

Stantec will conduct a delineation of waters of the United States, including identification of the ordinary high-water mark of the Middle Fork of the Feather River, and prepare a report that can be submitted to the U.S. Army Corps of Engineers (Corps) for verification in support of Clean Water Act Section 404 permitting. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the study area; a field survey to delineate the boundaries of waters of the United States using methods prescribed by the Corps; and preparation of a report. For the field survey, Stantec will perform a routine delineation within the study area and acquire coordinates of wetland/other waters boundaries and other relevant features with GPS.

Maps will be prepared, utilizing geographic information systems technology, on base topographic maps of the study area or aerial imagery provided by the County. The delineation report will contain background information, data sheets, site photos, and a delineation map (minimum scale of 1"=200').

A draft delineation report will be submitted to the County for review and approval. Following incorporation of comments provided by the County, Stantec will submit the delineation report to Caltrans District 2 Local Assistance for review and approval. Following approval by Caltrans, Stantec will submit final copies (in electronic format) to the County. If requested by the County, Stantec will submit the delineation report to Corps (Sacramento District) for verification. Stantec will be available to attend a field verification visit with the Corps, as directed by the County, and prepare a final, revised wetland delineation map based on comments provided by the Corps.



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Clio Bridge Painting Project – Environmental Services Support  
October 26, 2018

**Deliverables:** One (1) electronic copy (PDF) of draft wetland delineation report; one (1) hard copy and one (1) electronic copy (PDF) of the revised draft wetland delineation report; three (3) hard copies and an electronic copy (PDF) of the final wetland delineation report

**Meeting(s):** Field verification visit with Corps at project site, if requested

### ***Task 3: Native American Coordination***

Far Western Anthropological Group, Inc. (Far Western), as a subcontractor to Stantec, will assist the County and Caltrans with completing the Section 106 screened undertaking documentation by conducting the requested Native American coordination. After establishing an Area of Potential Effect, Far Western will coordinate consultation efforts with the Native American Heritage Commission and all Native American groups/interested parties identified by the Commission, including letters and maps describing the project, and follow-up calls. Far Western will also coordinate with the Plumas National Forest archaeologist, with regards to Native American consultation.

**Deliverables:** One (1) electronic copy (PDF) of draft and final Native American outreach letters

**Meeting(s):** Not Applicable

### ***Task 4: Conduct Initiate Site Assessment***

Lawrence & Associates (L&A), as a subcontractor to Stantec, will conduct an Initial Site Assessment (ISA). The ISA will be conducted to evaluate the potential for hazardous materials and if hazardous materials are found, the materials will each be evaluated as a hazardous waste impact on the proposed project. The ISA will be supplemented by a records review conducted in accordance with ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The ISA will include (at a minimum):

The Phase I Environmental Site Assessment (ESA) component of this assessment will be prepared in accordance with ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The Phase I ESA will include reporting the results of the following (at a minimum):

- Review of environmental records from:
  - Environmental databases and
  - State and local agency records;
- Review of historical use of the project site and encroaching parcels, including records, maps, and aerial photographs;
- Site reconnaissance of the project site, observing:
  - Uses,
  - Topography, hydrology, and geology,
  - Presence of hazardous substances and petroleum products, including tanks, odors, discoloration, pools of liquid, drums, and other containers;
- Interviews with owners, occupants, and local government officials; and



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Clio Bridge Painting Project – Environmental Services Support  
October 26, 2018

- Compilation of all information into reports, including narrative, maps, historical information, proximity to significant contaminated sites, and other findings and conclusions. The ESA for the site will address environmental-related activities documented at adjoining and other vicinity properties.

Site reconnaissance to observe the site and surrounding site conditions to evaluate the potential for hazardous materials in structure construction. This evaluation will include:

- Lead-Based Paint - Paint on structures may contain lead. Based on the size of the project and construction history, an appropriate quantity of samples may be collected analyzed using EPA 7000B/3050B for total lead. Specifications for management and removal of structure paint are included in this scope of work and will be prepared if it is determined that lead is present. Standard Special Provisions (SSPs) per Caltrans, to address hazardous waste (CCR Title 22) regulatory requirements, will be required.
- Thermoplastic/Paint Stripe/Pavement Marking – Thermoplastic paint may contain lead of varying concentrations depending on color, type and year of manufacture; the removal of any stripe/marking, concurrent with the removal of existing AC, will require a lead compliance plan. Standard Special Provisions (SSPs) per Caltrans, to address hazardous waste (CCR Title 22) regulatory requirements, will be required.
- Asbestos Containing Material (ACM) - There is potential that ACM could be present in shims within the guardrail assembly, joint filler material, abutment joints, and/or expansion joints. If there is any disturbance of these materials, removal and management of ACM shall be performed by a contractor who is a registered Asbestos Contractor with CalOSHA. In addition, recent tests of some bridges during construction have found asbestos in the concrete aggregate of the bridge structure.

Site reconnaissance to observe the site and surrounding site conditions to evaluate the potential for hazardous materials in the project site soils. If the project includes ground disturbance with earthmoving equipment, evaluation of soils at the project site is needed to evaluate lead and perchlorate in soils.

- Lead in Soil - It is expected that lead may be present in soils within the project. Caltrans SSP 15-027 should be considered and included in the report narrative to require the Contractor to have and implement a lead compliance plan prepared by a Certified Industrial Hygienist (CIH). SSP 15-027 must be used whenever any disturbance of earth material (e.g., soil) that could result in lead exposure will occur, but if the lead concentrations are below hazardous waste thresholds (below 1,000 mg/kg total lead and below 5 mg/l soluble lead) and disposal in a permitted landfill is not required. To use SSP 15-027 there must be knowledge of lead concentrations.
- Perchlorate in Soil - An evaluation regarding perchlorate will be conducted within the project limits. This evaluation will include a field inspection of the project area, physical collection and analysis of soil samples for perchlorate for projects where soil disturbance by earthwork will occur. Samples will be analyzed using analytical method EPA 314.
- Naturally Occurring Asbestos - Naturally occurring asbestos (NOA) may possibly be present in native rocks and gravels located within the project limits. L&A will examine vicinity geologic maps for the presence of ultramafic rock formation. NOA is more likely to be encountered in, and immediately adjacent to, areas of ultramafic rocks.



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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Based on the results of the ISA, including results of the ESA, a preliminary remediation evaluation to address potentially contaminated sites within the project boundary may be prepared and submitted under separate cover. The information to be provided will discuss potential remediation processes, timeline, and remedial action costs of contaminated sites found within the project limits.

L&A will prepare an ISA report for review and approval by the County. A revised report addressing County comments will be submitted to Caltrans for review and approval. A final ISA report that addresses Caltrans' comments will be submitted for final review and approval.

**Deliverables:** One (1) electronic copy (PDF) of draft ISA; One (1) hard copy and one (1) electronic copy (PDF) of the revised ISA; three (3) hard copies and an electronic copy (PDF) of the final ISA

**Meeting(s):** Not Applicable

### **Task 5: Prepare Water Quality Technical Memorandum**

Stantec will prepare a short water quality technical memorandum that addresses the questions included in the Scoping Questionnaire for Water Quality Issues template provided by Caltrans on their SER website. The memo will include project location; project description; physical setting, including geology and soils, surface waters, and groundwater; regulatory setting; project impacts on water quality; mitigation measures; and references.

Stantec will prepare an administrative draft version of the tech memo for review by the County. Stantec will revise the memo, if requested, and will prepare a draft version for submittal to Caltrans. After receiving comments from Caltrans (if any), Stantec will prepare a final version of the tech memo for submittal to Caltrans.

**Deliverables:** One (1) electronic copy (PDF) of draft water quality memo; one (1) hard copy and one (1) electronic copy (PDF) of the revised water quality memo; three (3) hard copies and an electronic copy (PDF) of the final water quality memo

**Meeting(s):** Not Applicable

### **Task 6: Prepare Section 4(f) De Minimis Documentation (Optional)**

If the project encroaches on public lands associated with the Plumas National Forest, compliance with Section 4(f) is required. It is anticipated that the project would meet the requirements for a Section 4(f) de minimis impacts. De minimis impacts on publicly-owned parks and recreation areas are defined as those that do not adversely affect the activities, features, or attributes of the 4(f) resource. The official(s) with jurisdiction over the property must provide written concurrence that the project will not adversely affect the activities, features, or attributes that qualify the property for protection under 4(f), and the public must be afforded the opportunity to review and comment on the effects of the project on the identified 4(f) resource(s). The Caltrans District/Region Senior Environmental Planner is authorized to approve de minimis findings.

Stantec will consult with Caltrans District 2 Local Assistance to determine the applicability of a de minimis technical finding. Stantec will draft a letter that summarizes the proposed project, describes the Section 4(f) resources within the study area, explains why the project will not adversely affect these resources, and requests written concurrence from the public land manager (i.e., Plumas National Forest) on the de minimis finding. The draft letter will be sent to the



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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County for review and comment. A revised draft addressing any comments from the County will be submitted to Caltrans for review and approval, with the letter being sent to the Plumas National Forest by Caltrans. Stantec will also prepare a public notice for posting at the project site and County office that includes: description of the project, purpose and need, and beneficiaries; project location; name of public agency approving the project; name of public agency implementing the project; governing statute and reason for public notice; and comment submittal period (e.g., 30-day comment period). The results of the Section 4(f) outreach will be summarized in a brief technical memo for submittal to the County, along with a summary of conversations and copies of written correspondence with the affected public land manager(s), and any feedback received in response to the public notice. After the County comments are addressed, Stantec will submit a draft technical memo for review and approval by Caltrans.

**Deliverables:** One (1) electronic copy (PDF) of draft letter and Section 4(f) memo; two (2) hard copies and an electronic copy (PDF) of the final letter and Section 4(f) memo

**Meeting(s):** Not Applicable

### **Task 7: Prepare Regulatory Permit Applications**

Stantec will prepare permitting packages for the County's signature and submittal. Based on the issues associated with the proposed project, Stantec anticipates the following permits will be required:

#### **Section 404 Permit (U.S. Army Corps of Engineers)**

Based on the nature of the proposed project and anticipated effects on waters of the United States, the project will likely qualify for coverage under Nationwide Permit #14 for Linear Transportation Projects. Preparation of an Individual Permit application or Letter of Permission is excluded from this scope of work. To obtain coverage under the Nationwide Permit, Stantec will prepare a pre-construction notification and provide details on the anticipated project impacts (i.e., placement of fill) on waters of the United States, including wetlands. The County will be responsible for providing Stantec with the project detail necessary to complete the PCN (e.g., area, type, and volume of fill material). If mitigation is required for project impacts, we assume a detailed mitigation plan will not be required and that the County can achieve mitigation via payment through the Corps-approved in lieu fee program.

Stantec will provide an electronic version of the pre-construction notification to the County for review and will address any comments. Once finalized, the County will submit the application to the Corps and will be responsible for subsequent coordination.

#### **Section 401 Water Quality Certification (Central Valley Regional Water Quality Control Board)**

In compliance with Section 401 of the Clean Water Act, Stantec will prepare an application for water quality certification for the project to the Central Valley Regional Water Quality Control Board (RWQCB). A copy of the pre-construction notification may be attached to the application. The County will be responsible for providing Stantec with the project detail necessary to complete the application (e.g., Appendix C storm water calculator, area, type, and volume of fill material), if applicable. The County will be responsible for submitting the application to the RWQCB and payment of the application fee (made payable to the State Water Resources Control Board).

#### **Section 1602 Streambed Alteration Agreement (California Department of Fish and Wildlife)**



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Clio Bridge Painting Project – Environmental Services Support  
October 26, 2018

In compliance with Section 1602 of the California Fish and Game Code, Stantec will prepare a Notification of Streambed Alteration on behalf of the County for submittal to the CDFW. The County would be responsible for submitting the notification to the CDFW and payment of the notification fee. The County will be responsible for providing Stantec with the project detail necessary to complete the application (e.g., area, type, and volume of fill material; area of vegetation removal).

**Deliverables:** One (1) copy of the draft versions for each permit application identified above; one (1) copy of the final versions of each permit application identified above.

**Meeting(s):** Not applicable



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Clio Bridge Painting Project – Environmental Services Support  
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**EXHIBIT B**  
**Fee Schedule**

The estimated cost for the Scope of Work, as outlined in Exhibit A, shall be completed on a time-and-materials basis, and shall not exceed Forty-Nine Thousand Two Hundred Twenty-Four Dollars and Seventy-Nine Cents (\$49,224.79). A line item cost breakdown showing labor hours, hourly rates, and expenses is provided in the following cost spreadsheet. Cost by task is summarized below:

Base Tasks	Cost
Task 1: Prepare Natural Environment Study Report – Minimal Impacts	\$10,431.68
Task 2: Conduct Wetland Delineation	\$6,678.76
Task 3: Native American Coordination	\$1,355.19
Task 4: Conduct Initial Site Assessment	\$6,974.20
Task 5: Prepare Water Quality Technical Memorandum	\$4,948.77
Task 7: Prepare Regulatory Permit Applications	\$12,751.81
Optional Task	Cost
Task 6: Prepare Section 4(f) De Minimis Documentation	\$6,084.38



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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**EXHIBIT C**  
**Project Schedule**

Stantec will initiate work on the tasks identified in this scope of work following notice-to-proceed and receipt of a stable project description. Field work will be dependent upon weather and site conditions. We assume approximately two weeks to respond to County comments and 2-4 weeks to respond to Caltrans comments; Caltrans' review periods may range from 20-60 days depending upon staff commitments. Provided below is a tentative completion schedules to complete the initial draft documents.

Base Tasks	Duration to Complete Draft
Task 1: Prepare Natural Environment Study Report – Minimal Impacts	10 weeks
Task 2: Conduct Wetland Delineation	8 weeks
Task 3: Section 106 Screened Undertaking	10 weeks
Task 4: Conduct Initial Site Assessment	8 weeks
Task 5: Prepare Water Quality Technical Memorandum	8 weeks
Task 7: Prepare Regulatory Permit Applications	4 weeks following completion of technical studies
<b>Optional Task</b>	
Task 6: Prepare Section 4(f) De Minimis Documentation	10 weeks





# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

## CONSENT AGENDA REQUEST

For the January 8, 2019 meeting of the Plumas County Board of Supervisors

Date: December 31, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: **Approval of Amendment No. 5 to Professional Services Agreement for “On-call Environmental/CEQA & NEPA Services for the Dyson Lane Bridge Painting Project”**

### Project Background:

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Dyson Lane Bridge (#9C-0001) Painting Project. The project site is located on County Road 107 (Dyson Lane), over the Middle Fork of the Feather River Overflow, at post mile 2.4, east of Beckwourth-Calpine Road, within the Sierra Valley. The structure is a steel truss bridge constructed in 1908 that is eligible for the National Register of Historic Places (Caltrans Historic Bridge Inventory Category 2). The County proposes to rehabilitate and extend the life of the bridge by removing old paint via blasting, cleaning, and repainting all steel elements. Work limits around the bridge will extend no more than is necessary to erect scaffolding and to enclose steel elements during paint removal and painting operations. Proposed activities will require the road to be closed for the duration of the project; staging areas will be limited to the existing road.

The project is federally-funded through the Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans). The technical studies completed under this task order will be reviewed and approved by Caltrans.

Amendment No. 5 authorizes Stantec to perform, the above tasks in support of the Dyson Lane Bridge Painting Project for a total cost of \$63,874.04.

The attached Amendment No. 5 to the Professional Service Agreement has been approved as to form by the County Counsel's Office.

**Recommendation by Public Works:**

The Director of Public Works staff respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the Amendment No. 5 to the Professional Services Agreement between the County of Plumas and Stantec Services, Inc. for On-call Environmental/CEQA & NEPA Services for the Dyson Lane Bridge Painting Project in the amount of \$63,874.04.

Attachment: Amendment No. 5 to the Professional Services Agreement between the County of Plumas and Stantec Services, Inc.

**AMENDMENT NO. 5  
to the  
PROFESSIONAL SERVICES AGREEMENT**

**On-Call Environmental/CEQA & NEPA Services  
For CEQA Documentation for Lake and Streambed Alteration Agreement  
For  
Dyson Lane Bridge Painting Project  
Environmental Services Support**

The September 19, 2018 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and Stantec Consulting Services, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 19-002, is hereby amended as follows:

**Project Background**

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Dyson Lane Bridge (#9C-0001) Painting Project. The project site is located on County Road 107 (Dyson Lane), over the Middle Fork of the Feather River Overflow, at post mile 2.4, east of Beckwourth-Calpine Road, within the Sierra Valley. The structure is a steel truss bridge constructed in 1908 that is eligible for the National Register of Historic Places (Caltrans Historic Bridge Inventory Category 2). The County proposes to rehabilitate and extend the life of the bridge by removing old paint via blasting, cleaning, and repainting all steel elements. Work limits around the bridge will extend no more than is necessary to erect scaffolding and to enclose steel elements during paint removal and painting operations. Proposed activities will require the road to be closed for the duration of the project; staging areas will be limited to the existing road.

The project is federally-funded through the Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans). The technical studies completed under this task order will be reviewed and approved by Caltrans.

**Scope of Work**

The Scope of Work shall include Tasks 1 through 7 as set forth in the Scope of Work, which is attached hereto as Exhibit "A" and incorporated herein by this reference. The identified Optional Task will be performed under written authorization from the Department of Public Works.

\_\_\_\_\_  
Consultants Initials

\_\_\_\_\_  
County Initials

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Sixty-Three Thousand, Eight Hundred Seventy-Four Dollars and Four Cents (\$63,874.04).

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Project Schedule.

The Consultant shall complete the project as specifically set forth in the Project Schedule, which is attached hereto as Exhibit "C" and incorporated herein by this reference.

Other Contract Provisions.

All other contract provisions set forth in the September 19, 2018 Professional Services Agreement first referenced above remain unchanged.

**\* Signatures on next page \***

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS  
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

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## Director of Public Works

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

APPROVED AS TO FORM:

County Counsel

## CONCURRENCE BY:

Date: 11/14/14

---

### County Purchasing Officer

Date:

**CONSULTANT:**

STANTEC CONSULTING SERVICES, INC.

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

Signature  
Timothy A. Reilly,

Date:

---

Signature  
Wirt Lanning, Principal

Taxpayer ID Number – 11-2167170

Attachments: Exhibit A - Scope of Work  
Exhibit B - Fee Schedule  
Exhibit C - Project Schedule

**PLUMAS COUNTY PUBLIC WORKS DEPARTMENT**  
**Dyson Lane Bridge Painting Project – Environmental Services Support**  
**October 29, 2018**

**EXHIBIT A**  
**Scope of Work**

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Dyson Lane Bridge (#9C-0001) Painting Project. The project site is located on County Road 107 (Dyson Lane), over the Middle Fork of the Feather River Overflow, at post mile 2.4, east of Beckwourth-Calpine Road, within the Sierra Valley. The structure is a steel truss bridge constructed in 1908 that is eligible for the National Register of Historic Places (Caltrans Historic Bridge Inventory Category 2). The County proposes to rehabilitate and extend the life of the bridge by removing old paint via blasting, cleaning, and repainting all steel elements. Work limits around the bridge will extend no more than is necessary to erect scaffolding and to enclose steel elements during paint removal and painting operations. Proposed activities will require the road to be closed for the duration of the project; staging areas will be limited to the existing road.

The project is federally-funded through the Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans). The technical studies completed under this task order will be reviewed and approved by Caltrans. Based on the findings presented in the signed Preliminary Environmental Studies (PES) form provided by the County, Stantec will complete the following tasks.

***Task 1: Prepare Natural Environment Study Report – Minimal Impacts***

Stantec will prepare a Natural Environment Study – Minimal Impacts (NES-MI) report in accordance with the Caltrans Standard Environmental Reference (SER) (Chapter 14) and that utilizes the current Caltrans template (<http://www.dot.ca.gov/ser/forms.htm>). The NES-MI report will characterize biological resources in the biological study area (BSA) (generally corresponds to the area of potential effects [APE]) and vicinity; assess project impacts to biological resources; identify general mitigation measures, if necessary; summarize the results of other biological studies; and discuss the status of any required agency consultations. Preparation of the NES-MI report will entail:

- Review existing biological resources information obtained during previous investigations for nearby projects, review the California Natural Diversity Database (CNDDB) and the California Native Plant Society (CNPS) database for reported occurrences of special-status plant and animal species within the project vicinity (approximately 5 miles), and review an official plant and animal species list obtained from the U.S. Fish and Wildlife Service (USFWS) and Plumas National Forest (Sensitive Species List).
- coordination with resource agencies, including the California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), and USFWS, as necessary;



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Dyson Lane Bridge Painting Project – Environmental Services Support  
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- a reconnaissance-level field investigation, including an assessment of habitat for jurisdictional waters and special-status wildlife, including nesting raptors and roosting bats;
- conduct a single-visit botanical survey in the spring of 2019 for special-status plant species within the BSA;
- prepare a discussion that includes a comprehensive list of all vascular plant species observed within the BSA and a figure showing location(s) and acreage(s) for any special-status plant occurrence(s);
- noxious and invasive weed species populations will be discussed and evaluated in the NES-MI to ensure that the project complies with Federal Executive Order 13112 (Invasive Species)
- based on project site plans and wetland impact calculations provided by the County, Stantec will evaluate temporary impacts to jurisdictional waters affected by the project and provide recommendations for avoidance, minimization, and mitigation measures.

Following the completion of the literature review, conversations with resource agency staff, and field surveys, Stantec will prepare an NES-MI report. An internal draft NES-MI will be submitted for review by the County. Once County comments are addressed, Stantec will then finalize and submit the revised NES-MI report to Caltrans for approval. Stantec will address comments provided by Caltrans and submit a final NES-MI report for review and approval.

**Deliverables:** One (1) electronic copy (PDF) of draft NES-MI report; one (1) hard copy and one (1) electronic copy (PDF) of the revised draft NES-MI report; three (3) hard copies and an electronic copy (PDF) of the final NES-MI report

**Meeting(s):** Not Applicable

### ***Task 2: Conduct Wetland Delineation***

Stantec will conduct a delineation of waters of the United States, including identification of the ordinary high-water mark of the Middle Fork of the Feather River Overflow, and prepare a report that can be submitted to the U.S. Army Corps of Engineers (Corps) for verification in support of Clean Water Act Section 404 permitting. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the study area; a field survey to delineate the boundaries of waters of the United States using methods prescribed by the Corps; and preparation of a report. For the field survey, Stantec will perform a routine delineation within the study area and acquire coordinates of wetland/other waters boundaries and other relevant features with GPS.

Maps will be prepared, utilizing geographic information systems technology, on base topographic maps of the study area or aerial imagery provided by the County. The delineation report will contain background information, data sheets, site photos, and a delineation map (minimum scale of 1"=200').

A draft delineation report will be submitted to the County for review and approval. Following incorporation of comments provided by the County, Stantec will submit the delineation report to Caltrans District 2 Local Assistance for review and approval. Following approval by Caltrans, Stantec will submit final copies (in electronic format) to the County. If requested by the County, Stantec will submit the delineation report to Corps (Sacramento District) for verification. Stantec will be available to attend a field verification visit with the Corps, as directed by the County, and prepare a final, revised wetland delineation map based on comments provided by the Corps.



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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- Deliverables:** One (1) electronic copy (PDF) of draft wetland delineation report; one (1) hard copy and one (1) electronic copy (PDF) of the revised draft wetland delineation report; three (3) hard copies and an electronic copy (PDF) of the final wetland delineation report
- Meeting(s):** Field verification visit with Corps at project site, if requested

### **Task 3: Prepare Archaeological Survey Report/Historic Property Survey Report**

Far Western Anthropological Research Group, Inc. (Far Western), as a subcontractor to Stantec, will prepare an Archaeological Survey Report (ASR) / Historic Property Survey Report (HPSR). This task is comprised of the following: development of an Area of Potential Effects (APE); literature and documentary research; Native American consultation; assessment of the potential for buried archaeological resources; pedestrian survey of the APE; and preparation of an Archaeological Survey Report (ASR) and a Historic Properties Survey Report (HPSR).

*Development of the Area of Potential Effects* - Far Western will aid in the definition of the archaeological APE in consultation with the client, based on their digital data. The archaeological APE will need to include all vertical and horizontal areas subject to ground disturbance, including buried utility lines, access roads, or staging locations that are being constructed or improved for the project. It will also include the full boundaries of any identified cultural sites. The cultural resources inventory will proceed only when Caltrans has approved the APE thus avoiding the need for additional time and funds should the APE change after the archaeological study has begun (or been completed).

*Records Search and Literature Review* - Far Western will request a records search including a review of site records, survey reports, National and California register listings, as well as other relevant documents from the Northeast Information Center of the California Historical Resources Information System, California State University, Chico. The area of study will be the APE plus a one-quarter-mile buffer. The review will provide information on whether any portions of the project area have been recently surveyed, and whether any previously recorded resources exist within the study area.

*Native American Coordination* - Far Western will coordinate consultation efforts with the Native American Heritage Commission and all Native American groups/interested parties identified by the Commission, including letters and maps describing the project, and follow-up calls.

*Pedestrian Survey* - A pedestrian survey will be conducted by a crew of two archaeologists who will inventory, in transects no greater than 15 meters apart, all safely accessible portions of the APE. The crew will also examine any exposed soils for evidence of cultural materials; record any undocumented resources; and revisit and, if necessary, update any previously recorded resources using GPS equipment for precise locational mapping. Resources will be recorded on Department of Parks and Recreation 523 Forms. For the purposes of this proposal, Far Western assumes that no previously recorded or unrecorded archaeological resources will be identified within the APE. Should resources be identified, Far Western archaeological crew will take notes, photos, and GIS shapefiles of the archaeological materials in the field.

*Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR)* - Far Western will prepare an ASR to Caltrans standards (i.e., Caltrans Environmental Handbook Volume 2 for Cultural Resources). The report will develop environmental and cultural contexts for the project region; document records search findings and



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Dyson Lane Bridge Painting Project – Environmental Services Support  
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consultation efforts with the Heritage Commission and local Native American groups/individuals; and describe field methods and results. In addition, Far Western will complete an HPSR that summarizes the study findings. Stantec's built environment subconsultant, JRP Historical Consulting, LLC, will assist, as needed, for completion of the HPSR.

*OPTIONAL - Assessment of the Potential for Buried Archaeological Resources* - Pedestrian survey methods are often ineffective for identifying the location of buried archaeological resources, (i.e., sites buried by naturally deposited sediments or deposits of artificial fill). As it is the responsibility of archaeologists to account for the entire archaeological record, it is important to assess both the large- and small-scale effects of landscape evolution to help ensure that the potential for buried sites is considered. As such, Far Western will review geologic maps of the area to study landform changes and determine potential sensitivity for buried resources within the APE, if necessary. The County and Stantec will provide Far Western will a detailed description of proposed project impact depths to ensure that accuracy of this assessment.

**Deliverables:** One (1) electronic copy (PDF) of draft ASR/HPSR; one (1) hard copy and one (1) electronic copy (PDF) of the revised draft ASR/HPSR; three (3) hard copies and an electronic copy (PDF) of the final ASR/HPSR

**Meeting(s):** Not Applicable

### ***Task 4: Prepare Finding of No Adverse Effect-Standard Conditions-Secretary of Interior Standards***

This scope is for JRP Historical Consulting, LLC (JRP), under subcontract to Stantec, to prepare a Finding of Effect (FOE) that will assess project impacts on the historic bridge and contribute to the Historic Property Survey Report (HPSR) prepared by Far Western Anthropological Research Group, Inc. and the Section 4(f) report prepared by Stantec. JRP's tasks include conducting public participation for Section 106 compliance by sending letters to interested parties (for built environment), conducting follow-up communication, and collecting responses, as well as conducting a single site visit to photograph the historic bridge and assess its historic integrity. Based on the County's plan to preserve the bridge in place, Caltrans has determined that the appropriate FOE for this study is a Finding of No Adverse Effect with Standard Conditions, Secretary of Interior Standards (FNAE-SC-SOIS), which will be included with the HPSR. This report will also include a SOIS Action Plan. JRP will also review, provide input, and comment on one round of the HPSR. This study does not include preparation of a Historical Resources Evaluation Report (HRER). If the County or Caltrans determines an HRER is necessary, JRP can prepare a separate scope and budget for that task.

This is a Caltrans Local Assistance project that requires compliance under Section 106 of the National Historic Preservation Act and the California Environmental Quality Act. The cultural resources documents will be reviewed by Caltrans District 2. JRP will therefore prepare documents for this project following the Caltrans guidelines set forth in the *Standard Environmental Reference (SER), Volume 2, Cultural Resources Procedures* and will follow the procedures set forth in the "First Amended Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act as it Pertains to the Administration of the Federal-Aid Highway Program in California," (2014) (Caltrans Section 106 PA).



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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The FNAE-SC-SOIS will be subject to two rounds of review, one review by the County and one review by Caltrans. JRP will submit an administrative draft for initial review by the County and will prepare a revised draft that addresses County comments. The County will then submit the revised draft to Caltrans. JRP will respond to Caltrans' comments and submit the final FNAE-SC-SOIS.

JRP will assist Far Western with the HPSR, providing input on the administrative drafts within one week of receipt of the documents. JRP will also respond to relevant comments on the HPSR within one week of receipt of such comments.

**Deliverables:** One (1) electronic copy (PDF) of draft FNAE-SC-SOIS; one (1) hard copy and one (1) electronic copy (PDF) of the revised draft FNAE-SC-SOIS; three (3) hard copies and an electronic copy (PDF) of the final FNAE-SC-SOIS

**Meeting(s):** Not Applicable

### ***Task 5: Conduct Initial Site Assessment***

Lawrence & Associates (L&A), as a subcontractor to Stantec, will conduct an Initial Site Assessment (ISA). The ISA will be conducted to evaluate the potential for hazardous materials and if hazardous materials are found, the materials will each be evaluated as a hazardous waste impact on the proposed project. The ISA will be supplemented by a records review conducted in accordance with ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The ISA will include (at a minimum):

The Phase I Environmental Site Assessment (ESA) component of this assessment will be prepared in accordance with ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The Phase I ESA will include reporting the results of the following (at a minimum):

- Review of environmental records from:
  - Environmental databases and
  - State and local agency records;
- Review of historical use of the project site and encroaching parcels, including records, maps, and aerial photographs;
- Site reconnaissance of the project site, observing:
  - Uses,
  - Topography, hydrology, and geology,
  - Presence of hazardous substances and petroleum products, including tanks, odors, discoloration, pools of liquid, drums, and other containers;
- Interviews with owners, occupants, and local government officials; and
- Compilation of all information into reports, including narrative, maps, historical information, proximity to significant contaminated sites, and other findings and conclusions. The ESA for the site will address environmental-related activities documented at adjoining and other vicinity properties.



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Dyson Lane Bridge Painting Project – Environmental Services Support  
October 29, 2018

Site reconnaissance to observe the site and surrounding site conditions to evaluate the potential for hazardous materials in structure construction. This evaluation will include:

- Lead-Based Paint - Paint on structures may contain lead. Based on the size of the project and construction history, an appropriate quantity of samples may be collected analyzed using EPA 7000B/3050B for total lead. Specifications for management and removal of structure paint are included in this scope of work and will be prepared if it is determined that lead is present. Standard Special Provisions (SSPs) per Caltrans, to address hazardous waste (CCR Title 22) regulatory requirements, will be required.
- Thermoplastic/Paint Stripe/Pavement Marking – Thermoplastic paint may contain lead of varying concentrations depending on color, type and year of manufacture; the removal of any stripe/markings, concurrent with the removal of existing AC, will require a lead compliance plan. Standard Special Provisions (SSPs) per Caltrans, to address hazardous waste (CCR Title 22) regulatory requirements, will be required.
- Asbestos Containing Material (ACM) - There is potential that ACM could be present in shims within the guardrail assembly, joint filler material, abutment joints, and/or expansion joints. If there is any disturbance of these materials, removal and management of ACM shall be performed by a contractor who is a registered Asbestos Contractor with CalOSHA. In addition, recent tests of some bridges during construction have found asbestos in the concrete aggregate of the bridge structure.

Site reconnaissance to observe the site and surrounding site conditions to evaluate the potential for hazardous materials in the project site soils. If the project includes ground disturbance with earthmoving equipment, evaluation of soils at the project site is needed to evaluate lead and perchlorate in soils.

- Lead in Soil - It is expected that lead may be present in soils within the project. Caltrans SSP 15-027 should be considered and included in the report narrative to require the Contractor to have and implement a lead compliance plan prepared by a Certified Industrial Hygienist (CIH). SSP 15-027 must be used whenever any disturbance of earth material (e.g., soil) that could result in lead exposure will occur, but if the lead concentrations are below hazardous waste thresholds (below 1,000 mg/kg total lead and below 5 mg/l soluble lead) and disposal in a permitted landfill is not required. To use SSP 15-027 there must be knowledge of lead concentrations.
- Perchlorate in Soil - An evaluation regarding perchlorate will be conducted within the project limits. This evaluation will include a field inspection of the project area, physical collection and analysis of soil samples for perchlorate for projects where soil disturbance by earthwork will occur. Samples will be analyzed using analytical method EPA 314.
- Naturally Occurring Asbestos - Naturally occurring asbestos (NOA) may possibly be present in native rocks and gravels located within the project limits. L&A will examine vicinity geologic maps for the presence of ultramafic rock formation. NOA is more likely to be encountered in, and immediately adjacent to, areas of ultramafic rocks.

Based on the results of the ISA, including results of the ESA, a preliminary remediation evaluation to address potentially contaminated sites within the project boundary may be prepared and submitted under separate cover. The information to be provided will discuss potential remediation processes, timeline, and remedial action costs of contaminated sites found within the project limits.



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Dyson Lane Bridge Painting Project – Environmental Services Support  
October 29, 2018

L&A will prepare an ISA report for review and approval by the County. A revised report addressing County comments will be submitted to Caltrans for review and approval. A final ISA report that addresses Caltrans' comments will be submitted for final review and approval.

**Deliverables:** One (1) electronic copy (PDF) of draft ISA; one (1) hard copy and one (1) electronic copy (PDF) of the revised ISA; three (3) hard copies and an electronic copy (PDF) of the final ISA

**Meeting(s):** Not Applicable

### ***Task 6: Prepare Water Quality Technical Memorandum***

Stantec will prepare a short water quality technical memorandum that addresses the questions included in the Scoping Questionnaire for Water Quality Issues template provided by Caltrans on their SER website. The memo will include project location; project description; physical setting, including geology and soils, surface waters, and groundwater; regulatory setting; project impacts on water quality; mitigation measures; and references.

Stantec will prepare an administrative draft version of the tech memo for review by the County. Stantec will revise the memo, if requested, and will prepare a draft version for submittal to Caltrans. After receiving comments from Caltrans (if any), Stantec will prepare a final version of the tech memo for submittal to Caltrans.

**Deliverables:** One (1) electronic copy (PDF) of draft water quality memo; one (1) hard copy and one (1) electronic copy (PDF) of the revised water quality memo; three (3) hard copies and an electronic copy (PDF) of the final water quality memo

**Meeting(s):** Not Applicable

### ***Task 7: Prepare Regulatory Permit Applications***

Stantec will prepare permitting packages for the County's signature and submittal. Based on the issues associated with the proposed project, Stantec anticipates the following permits will be required:

#### **Section 404 Permit (U.S. Army Corps of Engineers)**

Based on the nature of the proposed project and anticipated effects on waters of the United States, the project will likely qualify for coverage under Nationwide Permit #14 for Linear Transportation Projects. Preparation of an Individual Permit application or Letter of Permission is excluded from this scope of work. To obtain coverage under the Nationwide Permit, Stantec will prepare a pre-construction notification and provide details on the anticipated project impacts (i.e., placement of fill) on waters of the United States, including wetlands. The County will be responsible for providing Stantec with the project detail necessary to complete the PCN (e.g., area, type, and volume of fill material). If mitigation is required for project impacts, we assume a detailed mitigation plan will not be required and that the County can achieve mitigation via payment through the Corps-approved in lieu fee program.

Stantec will provide an electronic version of the pre-construction notification to the County for review and will address any comments. Once finalized, the County will submit the application to the Corps and will be responsible for subsequent coordination.



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Dyson Lane Bridge Painting Project – Environmental Services Support  
October 29, 2018

### **Section 401 Water Quality Certification (Central Valley Regional Water Quality Control Board)**

In compliance with Section 401 of the Clean Water Act, Stantec will prepare an application for water quality certification for the project to the Central Valley Regional Water Quality Control Board (RWQCB). A copy of the pre-construction notification may be attached to the application. The County will be responsible for providing Stantec with the project detail necessary to complete the application (e.g., Appendix C storm water calculator, area, type, and volume of fill material), if applicable. The County will be responsible for submitting the application to the RWQCB and payment of the application fee (made payable to the State Water Resources Control Board).

### **Section 1602 Streambed Alteration Agreement (California Department of Fish and Wildlife)**

In compliance with Section 1602 of the California Fish and Game Code, Stantec will prepare a Notification of Streambed Alteration on behalf of the County for submittal to the CDFW. The County would be responsible for submitting the notification to the CDFW and payment of the notification fee. The County will be responsible for providing Stantec with the project detail necessary to complete the application (e.g., area, type, and volume of fill material; area of vegetation removal).

**Deliverables:** One (1) copy of the draft versions for each permit application identified above; one (1) copy of the final versions of each permit application identified above.

**Meeting(s):** Not applicable



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Dyson Lane Bridge Painting Project – Environmental Services Support  
October 29, 2018

**EXHIBIT B**  
**Fee Schedule**

The estimated cost for the Scope of Work, as outlined in Exhibit A, shall be completed on a time-and-materials basis, and shall not exceed Sixty-Three Thousand Eight Hundred and Seventy-Four Dollars and Four Cents (\$63,874.04); with an optional sub-task associated with Task 3 comprising \$350.00 of this total amount. A line item cost breakdown showing labor hours, hourly rates, and expenses is provided in the following cost spreadsheet. Cost by task is summarized below:

Task	Cost
<i>Base Tasks</i>	
Task 1: Prepare Natural Environment Study Report – Minimal Impacts	\$10,375.31
Task 2: Conduct Wetland Delineation	\$6,678.76
Task 3: Prepare Archaeological Survey Report/Historic Property Survey Report	\$14,292.44
Task 4: Prepare Finding of No Adverse Effect-Standard Conditions-Secretary of Interior Standards	\$7,502.75
Task 5: Conduct Initial Site Assessment	\$6,974.20
Task 6: Prepare Water Quality Technical Memorandum	\$4,948.77
Task 7: Prepare Regulatory Permit Applications	\$12,751.81
<i>Optional Task</i>	
Assessment of the Potential for Buried Archaeological Resources (add-on to Task 3, as needed)	\$350.00



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Dyson Lane Bridge Painting Project – Environmental Services Support  
October 29, 2018

**EXHIBIT C**  
**Project Schedule**

Stantec will initiate work on the tasks identified in this scope of work following notice-to-proceed and receipt of a stable project description. Field work will be dependent upon weather and site conditions. We assume approximately two weeks to respond to County comments and 2-4 weeks to respond to Caltrans comments; Caltrans' review periods may range from 20-60 days depending upon staff commitments. Provided below is a tentative completion schedules to complete the initial draft documents.

Task	Duration to Complete
Task 1: Prepare Natural Environment Study Report – Minimal Impacts	10 weeks
Task 2: Conduct Wetland Delineation	8 weeks
Task 3: Prepare Archaeological Survey Report/Historic Property Survey Report	12 weeks
Task 4: Prepare Finding of No Adverse Effect-Standard Conditions-Secretary of Interior Standards	10 weeks
Task 5: Conduct Initial Site Assessment	8 weeks
Task 6: Prepare Water Quality Technical Memorandum	8 weeks
Task 7: Prepare Regulatory Permit Applications	4 weeks following completion of technical studies



# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

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



## CONSENT AGENDA REQUEST

For the January 8, 2019 meeting of the Plumas County Board of Supervisors

Date: December 31, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: **Approval of Amendment No. 2-A to Professional Services Agreement for “Right-of-Way Engineering Acquisition Services for the Keddie Resort 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 Keddie Resort Road.

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. The original Amendment No. 2 was approved by the Board of Supervisors in July of 2016. Since this time, it has been determined that additional funding in the amount of \$3,000 is necessary to complete the tasks outlined below due to difficulties associated with the length of time necessary to approve the valuation and delivery of authorization to proceed with acquisition. The total contract amount including this \$3,000 increase is \$16,000.

### Scope of Work:

Overhead phone lines parallel the existing road and bridge. The position of the overhead phone lines are too close for construction activities such as pile driving and crane work. These overhead phone lines provide primary communications to the Union Pacific Maintenance Yard. Frontier Communications is the owner of the phone lines.

In addition, the project proposes to temporarily relocate two (2) existing poles to outside of the construction zone to allow for pile driving and crane work. The temporary poles would be installed inside of a temporary construction easement over private property, or, inside a new road and utility easement to be obtained from the adjacent property. When construction is completed, the poles and lines may be returned to their original alignment to avoid having long-term “dog-legged” angle points and additional guys for support. The Consultant will complete the Utility Agreement with Frontier

Communications prior to advertisement of bids for bridge construction for the relocation of any phone lines in conflict with the proposed project.

The Federal Highway Bridge Program provides 100% funding for right-of-way phase activities.

The attached Amendment No. 2-A to the Professional Service Agreement has been approved as to form by the County Counsel's Office.

**Recommendation by Public Works:**

The Director of Public Works staff respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the Amendment No. 2-A to the Professional Services Agreement between the County of Plumas and BRI, for Right-of-Way Engineering and Acquisition Services for the Keddie Resort Road Bridge Replacement Project in the amount of \$3,000.

Attachment: Amendment No. 2-A to the Professional Services Agreement between the County of Plumas and Stantec Services, Inc.

**AMENDMENT NO. 2-A**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**

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

**Keddie Resort Road Bridge Replacement Project  
(Department of Public Works - Work Order #242)**

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:

**Compensation**

Consultant shall be paid in accordance with the Cost Proposal set forth in Exhibit "B," attached hereto. Amendment No. 2-A increases the original compensation of Thirteen Thousand Dollars and No Cents (\$13,000), set forth in Amendment No. 2, by Three Thousand Dollars and No Cents (\$3,000.00). Consultant's total compensation shall in no case exceed Sixteen Thousand Dollars and No Cents (\$16,000). 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.

**Other Contract Provisions**

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

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2-A to be executed by and through their respective authorized officers, as of the date first written above.

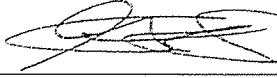
COUNTY OF PLUMAS  
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

\_\_\_\_\_  
Director of Public Works

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

APPROVED AS TO FORM:

   
\_\_\_\_\_  
County Counsel

Date: 1/9/18

CONCURRENCE BY:

\_\_\_\_\_  
County Purchasing Officer

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

CONSULTANT  
BENDER ROSENTHAL INC.

\_\_\_\_\_  
Signature  
David B. Wraa, President

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

Bender Rosenthal Inc. Taxpayer ID Number - 41-2034507

## EXHIBIT "B"

### Cost Proposal

Task	Description	Total
1. Right of Way Program Management	Included	\$ 0
2. Valuation Services: permanent and temporary easements assuming values less than \$10,000 per parcel and no condemnations.	One Waiver Valuation @ \$3,200	\$ 3,200
3. Acquisition Services: Acquire one permanent easement and one TCE from one ownership.	One signed purchase agreement with permanent and temporary easement deed – up to 42 hours @ \$150/hour	\$ 6,300
4. Escrow services for one parcel	One closed escrow – lumpsum	\$ 500
5. Utility Coordination Services - includes preparation of up to two Reports of Investigation, Utility Agreements, and Notices to Owner and coordination with utility owners.	Up to 30 hours @ \$150/hour	\$ 4,500
6. Right of Way Certification	One Right of Way Certification	\$ 1,500
<b>Total Budget:</b>		<b>\$16,000</b>

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 one ownership consisting of three assessor's parcels;
5. The actual costs may differ from task to task, but the overall budget will not exceed the "Total Budget" shown in the above chart;
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
9. Any external audit support will be billed on a time and material basis, as well as the following:
  - 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.



## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

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

### CONSENT AGENDA REQUEST

For the January 8, 2019 meeting of the Plumas County Board of Supervisors

December 31, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

*Robert A. Perreault* by *RF*

Subject: Contract Award of Purchase Agreement for Fuel and Furnace Oil Purchase Delivery from Hunt and Sons, Inc. in the amount of Four Hundred Thousand Dollars and 00/100 (\$400,000.00).

#### Background:

This Agenda Request pertains to the need by the Department of Public Works to purchase fuel and heating oil as identified in the FY18/19 annual budget.

On September 18, 2018, the Board of Supervisors adopted a Resolution to adopt the final budget for Plumas County and the Dependent Special Districts Therein for Fiscal Year 2018-2019.

The anticipated cost of the fuel and heating oil, following staff reviews of the submitted bids received on October 31, 2018 is not expected to exceed \$400,000 for the 2019 calendar year as outlined in the attached contract.

Public Works staff has coordinated with the Auditor's Office and a Budget Transfer Form will not be required at this time.

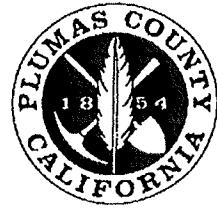
#### Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors approve the purchase of fuel and heating oil from Hunt & Sons, Inc., using FY2018-19 budget funds, not to exceed \$400,000.00

Attachments:

# **PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS**

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



**Date:** November 1, 2018  
**To:** Bob Perreault  
**From:** Joe Blackwell  
**Subject:** Bid Award Recommendation Fuel

Hi Bob,

Public Works opened bids on October 31<sup>st</sup> for gasoline, equipment fuel and furnace oil. There was only one (1) bid for these three fuel types;

Hunt & Sons.

Public Works has a successful history of service with Hunt & Sons. I recommend awarding the 2019 fuels contract to Hunt & Sons for all areas.

Joe Blackwell  
Deputy Director of Public Works

*Blackwell*  
Recommendation Approved Robert A. Perreault Date 11/1/2018  
Recommendation Denied \_\_\_\_\_ Date \_\_\_\_\_

Robert Perreault  
Director of Public Works

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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

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



## HUNT & SONS, INC. FUEL & FURNACE OIL #2 PURCHASE AGREEMENT – 2019

### Summary of Terms

**A. PURCHASER:** County of Plumas – Department of Public Works; 1834 E. Main Street, Quincy, CA 95971

#### DELIVER TO:

Beckwourth Maintenance Yard, 240 Beckwourth-Genesee Road Beckwourth, CA 96129  
Greenville Maintenance Yard, 36 Williams Valley Road Greenville, CA 95947  
Chester Maintenance Yard, 1033 Main Street – Hwy 36 Chester, CA 96020  
Quincy Maintenance Yard, 1834 East Main Street Quincy, CA 95971  
Graeagle Maintenance Yard, 1091 Maricopa Trail Graeagle, CA 96103  
LaPorte Maintenance Yard, 2020 Church Street La Porte, CA 95981

**SELLER:**  
Hunt & Sons, Inc.  
5750 So. Watt Ave.  
Sacramento, CA 95829

**B. TYPE OF FUEL ("Fuel"):**

- Clear Diesel Fuel
- Gasoline Fuel
- High Sulphur Burner Fuel ("Burner")

**C. BRANDED & UNBRANDED PRODUCT QUANTITY:** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase exclusively from Seller, all of Purchaser's requirements for Clear Diesel Fuel, Gasoline Fuel, and High Sulphur Burner Fuel at the Maintenance Yards referenced above in Section A. Purchaser's projected requirements for Branded and Unbranded Fuel purchases during the Initial Term are set forth on Attachment A to this Agreement. The start date will be January 1, 2019.

**D. PRICE:**

1. **Clear Diesel Fuel:** Seller's delivered price on date of lifting, which Seller shall establish from time to time, in its discretion, based on market conditions or other information deemed pertinent by Seller, plus (a) all applicable taxes, assessments, fees, duties, tariffs or other charges of whatever kind or nature, levied or imposed by any third party, whether directly or indirectly, on Fuel furnished to Purchaser, and (b) all delivery charges, fees and related costs incurred by Seller in delivering Fuel to Purchaser.

2. **Gasoline Fuel:** Seller's delivered price on date of lifting, plus (a) all applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on Fuel furnished to Purchaser, and (b) all delivery charges, fees and related costs incurred by Seller in delivering fuel to Purchaser.

3. **High Sulphur Burner Fuel:** Seller's delivered price on date of lifting, plus (a) all applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on Fuel furnished to Purchaser, and (b) all delivery charges, fees and related costs incurred by Seller in delivering fuel to Purchaser.

Total paid by County to Contractor under this Agreement shall not exceed four hundred thousand dollars (\$400,000.00).

**E. DELIVERY:** FOB Purchaser's storage tanks at the Maintenance Yards, freight prepay and add. Unless otherwise agreed in writing, the minimum delivery of gas and clear diesel fuel shall be a full standard transport tanker load equivalent to approximately 2,000 gross gallons, with the exception of La Porte gas is 200 gallons. High Sulphur burner fuel shall be a full standard transport tanker load equivalent to approximately 1,000 gross gallons, with the exception of Chester which is 1,500 gallons, and the equipment repair shop which is 2,000 gallons. Seller reserves the right to impose a surcharge for deliveries of less than a full tanker load.

**F. EFFECTIVE DATE:** January 1, 2019 (the "Effective Date")

**G. TERM:** One (1) year from the Effective Date.

**H. PAYMENT TERMS:** Net Fifteen (15) days EFT, as modified from time to time by Seller in accordance with Section 4 of the Terms and Conditions.

**I. NOTICES:**

*If to Seller:*

Address: 5750 So. Watt Ave.  
Sacramento, CA 95829  
Attention: Ken Macklin  
Phone: 775-323-1866  
Fax: 530-283-0215  
E-mail: [kmacklin@huntsontsons.com](mailto:kmacklin@huntsontsons.com)

*If to Purchaser:*

Address: 1834 East Main Street  
Quincy, CA 95971  
Attention: Joe Blackwell, Deputy Director  
Phone: 530-283-6268  
Fax: 530-283-6323  
E-mail: [joeblackwell@countyofplumas.com](mailto:joeblackwell@countyofplumas.com)

- Attachment A: Projected Fuel Requirements

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**IN WITNESS WHEREOF**, Seller and Purchaser have executed this Agreement as of the Effective Date.

**FOR HUNT & SONS, INC.**

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

Name: Ken Macklin  
Title: Area Manager

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

Name: Josh Hunt  
Title: Owner

**FOR PLUMAS COUNTY**

**APPROVED AS TO SCOPE OF WORK:**

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

Name: Robert A. Perreault, Jr., P.E.  
Title: Director of Public Works

**APPROVED AS TO FORM:**

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

Name: Craig Settemire  
Title: County Counsel

**CONCURRENCE BY:  
THE BOARD OF SUPERVISORS**

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

Name: Jeff Engle  
Title: Chair, Board of Supervisors

## ATTACHMENT A

### PROJECTED FUEL REQUIREMENTS

Purchaser estimates that its requirements for Fuel during the Initial Term are as follows (all quantities in gallons):

	<b>Fuel (Gallons)</b>		
	<u>Clear Diesel</u>	<u>Gasoline</u>	<u>Burner</u>
<b>Beckwourth</b>	12,000	3,000	4,000
<b>Greenville</b>	11,000	2,000	4,000
<b>Chester</b>	22,000	4,000	6,000
<b>Quincy</b>	36,000	7,000	14,300
<b>Graeagle</b>	14,000	1,500	0
<b>La Porte</b>	15,000	200	0

Purchaser represents and warrants that the quantities listed above are its best estimates of its requirements for Fuel during the Initial Term, and that Seller will rely on such projections to plan for adequate supply of Fuel for Purchaser and Seller's other customers. Purchaser and Seller may mutually agree to increase volumes for any year in the term. If, at any time during the term of this Agreement, Purchaser expects its Fuel requirements to be greater than the estimates set forth above, Purchaser shall give Seller thirty (30) days advance written notice of its request to increase the quantities listed above to reflect its revised projected annual requirements. Seller shall attempt to accommodate any request by Purchaser to increase the volume of its Fuel purchases; provided, however, that Seller cannot guarantee to accommodate any request by Purchaser to increase its fuel quantity by more than 20% in any given month.

If, during any twelve month period in the Term (or any extended Term) of this Agreement Purchaser fails to purchase estimated requirements of Fuel set forth above, Seller may reduce the quantity estimate for the following year by an amount equal to the difference between Purchaser's actual Fuel purchases and the estimates set forth herein. If, during any twelve-month period in the Term (or any extended Term) of this Agreement Purchaser fails to purchase at least eighty percent (80%) of its estimated requirements of Fuel set forth above, Seller may, at its option, terminate this Agreement upon thirty (30) days written notice to Purchaser.

Hunt & Sons, Inc. ("Seller")  
\_\_\_\_\_  
(Initial)

County of Plumas ("Purchaser")  
\_\_\_\_\_  
(Initial)

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2L

# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

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

Mark Satterfield, M.D, Health Officer

**Date:** December 31, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for January 8, 2019

**Recommendation:**

1. Approve the attached Supplemental Budget for Unanticipated Revenues in the amount of \$83,300.00 from the Health Resources and Services Administration (HRSA) for the Rural Communities Opioid Response Program, and
2. Approve and authorize the Chair to sign the following related subcontracts:  
Eastern Plumas Health Care (RCORP1819EPHC) for \$13,758.00, Plumas County Behavior Health (RCORP1819PCBH) for \$9,026.00, Plumas County Jail (RCORP1819PCJ) for \$14,034.00, Plumas County Jail Medical (RCORP1819PCJM-SCHAD) for \$12,525.00, Plumas County Jail Medical (RCORP1819PCJM-MAY) for \$12,525.00, Plumas District Hospital (RCORP1819PDH) for \$13,136.00, and Seneca Healthcare District (RCORP1819SHD) for \$13,036.00, approved to form by County Counsel.

**Background Information:** Plumas County Public Health Agency was awarded funding from the Health Resources and Services Administration (HRSA) for the Rural Communities Opioid Response Program. The term of this award is from September 30, 2018 through September 29, 2019 in the total amount of \$200,000.00.

The subcontractors will serve as the HRSA Rural Communities Opioid Response Grant representative and participate in planning activities proposed in, and supported by this grant. These activities include: work with the Plumas County Public Health Agency Program Director (PD) to conduct a gap analysis in regard to medication assisted treatment (MAT) of substance use disorder involving opiates, compile a countywide gap analysis, develop a strategic plan for implementation of MAT, compile a countywide strategic plan, create a workforce plan that outlines key treatment team members and their support team, outline any training that needs to occur, create a countywide workforce plan, create a Sustainability Plan to keep MAT ongoing and create a countywide Sustainability Plan.

**Fiscal Impact:** These subcontracts are fully funded through the Health Resources and Services Administration so there is no financial impact on the County General Fund.

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



3AI

## Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

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

Mark Satterfield, M.D, Health Officer

**Date:** December 26, 2018  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff  
**Item:** Agenda Item for January 8, 2019

**Recommendation:** Authorize the Public Health Director to hire above the "B" step for the position of the Public Health Program Division Chief.

**Background Information:** As the Board may be aware, a department head may hire a new employee above a "B" step upon approval of the County Administrator Officer (CAO). Per Resolution No. 98-6208, upon denial of such a request, a department head may seek Board approval.

After a comprehensive and extensive recruitment for the Public Health Program Division Chief position, Plumas County Public Health Agency has made an offer of employment to an exceptionally well-qualified candidate with the ideal educational and experiential background to assist the county and the Public Health Agency in achieving our population health goals over the years to come.

The candidate shares Public Health's values and is a dynamic public health leader with unique programmatic, administrative and clinical experience. The candidate has not accepted an offer, pending the Board's decision today. I have considered this outstanding candidate's experience and background and believe this individual to be an outstandingly skilled and competent incumbent. The Public Health Agency and the community will certainly benefit from a professional of this caliber joining the county workforce.

**Fiscal Impact:** There is no fiscal impact to the county general funds. The Public Health Agency Budget fully funds the salary and benefits for this position.

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

C:\Documents and Settings\rosieolney\My Documents\BOS\HR-Above Step for Program Chief 2019.doc

3A2

COUNTY OF PLUMAS  
REQUEST FOR BUDGET APPROPRIATION TRANSFER  
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: **Public Health**

Dept. No.

70560

Date **12/20/2018**

The Reason for this request is (check one):

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

Approval Required

Board  
Board  
Board  
Auditor  
Auditor

TRANSFER FROM OR

SUPPLEMENTAL REVENUE ACCOUNTS

UNBUDGETED REVENUE)

FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0015	70560	44415	Federal Other	\$ 83,300.00
Total (must equal transfer total)				\$ 83,300.00

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0015	70560	527500	Travel	\$ 8,000.00
0015	70560	527380	Non Employee Travel	\$ 1,000.00
0015	70560	527400	In County Travel	\$ 1,000.00
0015	70560	521800	Office Expense	\$ 300.00
0015	70560	524400	Special Dept. Outreach	\$ 15,000.00
0015	70560	521900	Professional Services	\$ 58,000.00
Total (must equal transfer total)				\$ 83,300.00

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 request.

RECEIVED

DEC 21 2018

Auditors / Risk

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) HRSA Opiate Prevention award of \$200,000. Term Oct 2018 thru Sep 2019. This budget will cover Jan thru June 2019.  
Unable to start program until Jan 2019. FY 2018/19 \$83,300 needed. Payroll has already been budgeted as we have been flying for new position.

(B) Above

C Grant term this fiscal year

(D) See above

Approved by Department Signing Authority: Jolene Rehm

Approved/Recommended  Disapproved/Not recommended

Auditor/Controller Signature: John Dull

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.

PLUMAS COUNTY PROCLAMATION  
IN RECOGNITION OF  
PLUMAS COUNTY SCHOOL CHOICE WEEK  
JANUARY 20-26, 2019

**WHEREAS**, all children in Plumas County should have access to the highest-quality education possible; and,

**WHEREAS**, Plumas County recognizes the important role that an effective education plays in preparing all students in Plumas County to be successful adults; and,

**WHEREAS**, quality education is critically important to the economic vitality of Plumas County; and,

**WHEREAS**, Plumas County is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

**WHEREAS**, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

**WHEREAS**, Plumas County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

**WHEREAS**, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

**NOW, THEREFORE**, be it proclaimed that the Plumas County Board of Supervisors recognize January 20-26, 2019 as Plumas County School Choice Week.

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Chair, Board of Supervisors

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Date



# Plumas County Environmental Health

4C

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

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

**Date:** December 20, 2018

**To:** Honorable Board of Supervisors

**From:** Jerry Sipe

**Agenda:** Agenda Item for January 8, 2018

**Recommendation:** Authorize the Board Chair to sign a Memorandum of Understanding with the Sierra Valley Groundwater Management District for cooperative implementation of the Sustainable Groundwater Management Act

**Background and Discussion:** As the Board is aware, the Sustainable Groundwater Management Act (SGMA) provides a statewide structure for the management of groundwater basins at the local level. SGMA requires the development of groundwater sustainability plans, plans that ensure groundwater is managed to prevent overdraft or other unsustainable practices.

In the Sierra Valley, part of the groundwater basin is within the boundary of the Sierra Valley Groundwater Management District and part of it is outside the District. That portion outside the District boundary is the responsibility of the county. Rather than develop separate plans, this Memorandum of Understanding (MOU) will establish a cooperative agreement with the Sierra Valley Groundwater Management District and will result in a single, comprehensive plan for the entire Sierra Valley groundwater basin.

The Sierra Valley Groundwater Management District has reviewed and fully supports this MOU and the development of a single groundwater sustainability plan. This MOU has also been reviewed and approved as to form by Plumas County Council. At this time, the Board is asked to approve the MOU between Plumas County and the Sierra Valley Groundwater Management District and authorize the Board Chair to sign the agreement.

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

Thank you.

attachment

MEMORANDUM OF UNDERSTANDING BETWEEN PARTIES IN THE SIERRA  
VALLEY GROUNDWATER BASIN AS RELATED TO THE SUSTAINABLE  
GROUNDWATER MANAGEMENT ACT.

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on January 8, 2019 by and between the County of Plumas ("County" herein) and the Sierra Valley Groundwater Management District ("District" herein), each a "Party" and collectively the "Parties".

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1139 and Assembly Bill 1739 known collectively as the Sustainable Groundwater Management Act ("SGMA"); and

WHEREAS, the purpose of SGMA is to create a comprehensive management system in California by creating a structure to manage groundwater at the local level, while providing authority to the State to oversee and regulate, if necessary, the local groundwater management system; and

WHEREAS, SGMA empowers and requires local agencies to develop and adopt Groundwater Sustainability Plans ("GSP") that are tailored to the resources and needs of their communities, provide a buffer against drought and contribute to reliable water supply for the future; and

WHEREAS, Water Code Section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to elect to become a Groundwater Sustainability Agency ("GSA") by using a memorandum of agreement or other agreement; and

WHEREAS, the Department of Water Resources (DWR) granted the Sierra Valley Groundwater Management District GSA authority over the portion of Sierra Valley Groundwater Basin within the District's boundaries on 4-1-2017; and

WHEREAS, the Department of Water Resources (DWR) granted Plumas County GSA authority over portions of the Sierra Valley Groundwater Basin outside of the District boundary and within Plumas County on 4-14-2017; and

NOW THEREFORE, incorporating the above recitals herein it is mutually understood and agreed as follows:

1. PURPOSE. This MOU is entered into by and between the Parties to facilitate a cooperative and ongoing working relationship to develop a single Sierra Valley GSP that will allow compliance with SGMA and State law, both as amended from time to time. The primary goal of the MOU is to eliminate overlap between the GSAs and to establish a working partnership to move toward a multi-GSA agreement to cover all portions of the Sierra Valley Groundwater Basin designated in DWR Bulletin 118 and to prepare and adopt a SGMA compliant GSP prior to the January 31, 2022 deadline set under SGMA.

All Parties agree that all actions taken and/or contemplated under the GSP will be based on sound groundwater science and local expertise that will drive the development of the sustainability goals of the basin as outlined under SGMA.

2. TERM. This MOU shall remain in effect unless terminated by the mutual consent of the Parties and as allowed by State law.

3. AMENDING THE MOU. This MOU hereto may only be amended by subsequent writing, approved and signed by all Parties.

4. HOLD HARMLESS. No Party, not any officer or employees of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party in connection with this MOU.

SIERRA VALLEY  
GROUNDWATER  
MANAGEMENT DISTRICT

COUNTY OF PLUMAS

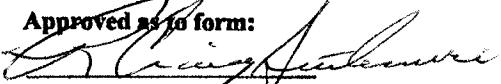
By: \_\_\_\_\_

By: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to form:

  
R. Craig Settemire  
Plumas County Counsel

AGREEMENT NO. \_\_\_\_\_