BOARD OF SUPERVISORS

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

AGENDA FOR REGULAR MEETING OF JULY 19, 2016 TO BE HELD AT 10:00 A.M. IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA

www.countyofplumas.com

9:00 – 10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

AGENDA

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

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

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

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

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

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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS
Brief announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

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

A) PLUMAS CHARTER SCHOOL
Approve request to waive use fees for camping at the Taylorsville Campground August 31st – Sept 2nd, 2016 for team building camping trip for 7-12 grade students

B) PUBLIC WORKS
1) Approve Amendment No. 3 to the existing On-Call Right-of-Way Engineering Services Contract with Bender Rosenthal, Inc. of $8,300 for engineering services on the SR 70 East Quincy Pedestrian Improvement Project; approved as to form by County Counsel
2) Approve Amendment No. 2 to the existing On-Call Right-of-Way Engineering Services Contract with Bender Rosenthal, Inc. of $12,000 for engineering services on the Keddie Resort Road Bridge Replacement Project; approved as to form by County Counsel

C) BEHAVIORAL HEALTH
1) Approve and authorize the Chair to sign Amendment to Agreement with PUSD to increase MHSA Innovation funding by $70,000 to meet unanticipated costs of the program implementation for the School-Based Response Team; approved as to form by County Counsel
2) Approve and authorize the Chair to sign Amendment to Agreement with Plumas County Children and Families Commission to increase MHSA Prevention and Early Intervention funding of $144,683 to meet unanticipated program expansion costs for the MHSA project, Plumas Infant/Early Development Mental Health Program; approved as to form by County Counsel
3) Approve and authorize the Chair to sign Amendment to Agreement with Plumas Rural Services to increase MHSA Prevention and Early Intervention funding of $46,524 to meet unanticipated program implementation costs for the Parent Child Interaction Therapy Program; approved as to form by County Counsel

D) ELECTIONS
Certify the June 28, 2016 Grizzly Ranch Community Services District Election

E) **PUBLIC HEALTH AGENCY**
Approve and authorize the Chair to sign Cooperative Agreement #FRC1617PCPHA between Feather River College and Public Health to provide various health care services to students attending Feather River College; approved as to form by County Counsel

F) **HUMAN RESOURCES**
Approve and authorize the Director of Human Resources to sign Agreement between Wells Fargo Bank and Scott Tanner Business Equipment for lease and maintenance of copy machine; approved as to form by County Counsel

2. **DEPARTMENTAL MATTERS**
   A) **PUBLIC WORKS** – Robert Perreault
      1) Authorize the Department of Public Works to auction surplus vehicles and equipment as submitted; discussion and possible action
      2) Authorize the Department of Public Works to purchase fixed assets prior to adoption of the FY 2016-2017 budget (water truck of $135,000) to replace totaled water truck, with costs to be reimbursed by Trindel Insurance Company, and waive competitive bidding; discussion and possible action

   B) **HUMAN RESOURCES** – Nancy Selvage
      1) Adopt **RESOLUTION** to Ratify the Memorandum of Understanding between the County of Plumas and the Confidential Bargaining Unit. **Roll call vote**
      2) Adopt **RESOLUTION** for Employees Under the Confidential Unit to Make Required Contributions to CalPERS on a Pre-Tax Basis. **Roll call vote**

3. **PLUMAS ARTS** – Roxanne Valladao
   A. Report and update on Plumas Arts efforts and activities
   B. Adopt **RESOLUTION** designating Plumas Arts (also known as) the Plumas County Arts Commission as the Local Cultural Planning Agency for Plumas County and authorizing an application to the California Arts Council State-Local Partnership Program. **Roll call vote**

4. **BOARD OF SUPERVISORS**
   A. On behalf of North Cal-Neva Resource Conservation and Development Council, recognition of *Feather River Land Trust* for their continual dedication to conservation activities and education in the Feather River Region
   B. Correspondence
   C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009
B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
C. 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, August 02, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California

Plumas Charter School

INDIAN VALLEY ACADEMY

117 Grand Street Greenville, CA 95947 • 530.284.7050 530.284.1920 FAX • www.plumascharterschool.org

/A

July 11th, 2016

Dear Board of Supervisors,

We would like to ask for the fee to be waived for Camping at the Taylorsville Campground Wed. Aug. 31st- Fri. Morning Sept. 2nd . The students would be eager to help with campground clean up for the upcoming Labor day weekend. We could assist with any duties the campground host would designate.

Indian Valley Academy starts our school year with a team building camping trip for 7-12 grade students.

The 3 day 2 night trip will be full of activities and supervised by our staff. We have approximately 80 people participating. We would need 10 campsites.

Our funds are limited and the waived fees would allow students to attend at a reduced rate, paying only for meals. Thank you for your consideration in this matter.

Sincerely,

Pam Lyman

Administrative Assistant

Indian Valley Academy

Plumas Charter School

1B1

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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

CONSENT AGENDA REQUEST

For the July 19, 2016 meeting of the Plumas County Board of Supervisors

July 11, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Request of Authorization for approval of Amendment No. 3 of the On-Call Right-of-way Engineering Services Contract with Bender Rosenthal, Inc. (Consultant) for $8,300 to provide right-of-way engineering and acquisition services for the SR 70 East Quincy Pedestrian Improvements Project.

Background:

The County of Plumas has obtained funding through the state Safe Routes to Schools Program to close the gap in non-motorized pathways along State Route 70 from the sidewalk near the intersection of Mill Creek Road and East Main to the pathway improvements in front of La Sierra Lanes in East Quincy, including a pedestrian/bicycle bridge over Mill Creek. To complete the construction of the new bridge and the pathways, the Consultant will acquire formal right-of-way from private landowners along the route necessary to complete the proposed project.

Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors approve Amendment No. 3 to the existing On-Call Right-of-way Engineering Services Contract with Bender Rosenthal, Inc., in an amount not to exceed $8,300.00

Attachment:

Amendment No. 3 - SR 70 East Quincy Pedestrian Improvements Project

AMENDMENT NO. 3
to the
PROFESSIONAL SERVICES AGREEMENT

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

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

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

SR 70 East Quincy Pedestrian Improvements Project
(Department of Public Works - Work Order #SR2S)

Project Background

The County of Plumas has obtained funding through the state Safe Routes to Schools Program to close the gap in non-motorized pathways along State Route 70 in East Quincy including a pedestrian/bicycle bridge over Mill Creek. To complete the construction of the new bridge and the pathways, the Consultant will acquire formal right-of-way from private landowners along the route.

Scope of Work

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

Compensation

Consultant shall be paid in accordance with the Cost Proposal set forth in Exhibit "B," attached hereto. Consultant's compensation shall in no case exceed Eighteen Thousand, Three Hundred Dollars and No Cents ($8,300.00). Certified payroll shall be submitted for staff employed in activities covered by State or Federal prevailing wage determinations in accordance with the Caltrans Labor Compliance Manual.

Project Schedule

The Consultant shall commence services within five (10) working days of full execution of this Amendment No. 3. The Consultant shall complete the work in accordance with the October 20, 2015 Professional Services Agreement thereafter.

Other Contract Provisions

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed by and through their respective authorized officers, as of the date first above written.

_____Consultants Initials _____ County Initials

COUNTY OF PLUMAS
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

_____ Date:_____
Director of Public Works

APPROVED AS TO FORM:

_____ Date:_____
County Counsel

CONCURRENCE BY:

_____ Date: _____
County Purchasing Officer

CONSULTANT
BENDER ROSENTHAL INC.

_____ Date:_____
Signature
Bob Morrison, P.E. CA RE Broker

Bender Rosenthal Inc. Taxpayer ID Number - 41-2034507

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

_____Consultants Initials _____ County Initials

EXHIBIT "A"

Scope of Work

TASK 1-RIGHT OF WAY PROGRAM MANAGEMENT:

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

TASK 2 - VALUATION SERVICES:

BRI will develop a complete valuation for the client utilizing a Waiver Valuation as described in Caltrans Appraisal Manual Chapter Seven (7) at 7.02.13.01. A Waiver Valuation in Lieu of an Appraisal is proposed to be used on this project to estimate compensation for the proposed acquisition of the TCE at Client's discretion.

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

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

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

Assumptions:

- Property owner will be a willing seller. If condemnation services are needed, a full appraisal will be required.
- Appraisal maps, plat maps and legal descriptions will be provided to BRI by others.
- A Preliminary title report will be provided to BRI by others.

Deliverables:

- Three copies of a Waiver Valuation meeting all State and Federal Standards for one (1) Temporary Construction Easement

TASK 3 - ACQUISITION SERVICES

BRI will develop all acquisition and conveyance documents to be approved by Client for use in acquiring the TCE. BRI staff will develop the purchase agreement prior to the commencement of acquisition negotiations with the property owner. BRI will use all necessary documents developed as stated necessary to make offers based on Client's process and specifications. BRI will meet in person if possible and will make up to three (3) contacts in the first thirty (30) days and will continue negotiations for up to three (3) months or ten (10) contacts with the property owner.

Deliverables:

- Acquisition of one (1) Temporary Construction Easement (TCE) from one (1) ownership.

TASK 4 -UTILITY COORDINATION SERVICES:

Under client direction, Bender Rosenthal Inc., (BRI) will work with Client to help verify any potential project impacts to public and privately owned utilities and define possible issues facing R/W delivery and/or construction prior to the final design phase. Coordination activities may include; field review of the project to aid in developing preliminary R/W capital and support cost estimates based on preliminary design plans. This task includes developing documentation to provide an analysis of the project utility requirements, highlighting potential risks, and proposed solutions to risks to ensure that R/W Certification does not become critical path issue. Also included in this task, based on requirements, may be preparation of up to one (1) Report of Investigation (ROI), one (1) Notice to Owner (NTO), and one (1) Utility Agreement (UA) for a fiber optic line. Services provided may include assisting with preparation of Caltrans' Utility Information Sheet as well as preparation of the utility portions of the R/W Certification.

Deliverables:

- Review verification maps with utility owners to assist in developing conflict mapping;
- Work with Client and utility owners on identification of potential permanent relocation areas;
- Aid in identifying solutions to utility potential problems where appropriate;
- Provide cost estimates submitted by affected utility owners;
- Prepare Report of Investigation, Notices to Owner, and Utility Agreements if applicable.

Assumptions:

- Client will provide verification maps with utilities plotted for verification and deletions/additions by utility owner;
- Detailed utility relocation plan will required prior to Right of Way Certification ;
- Final Environmental Document will be approved prior to issuing NTO's or preparing UA's; and
- Notices and Agreements will be delivered to owner prior to Right of Way Certification.

TASK 5 -RIGHT OF WAY CERTIFICATION

- BRI will prepare the ROW certification per Caltrans requirements.

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

EXHIBIT "B"

Cost Proposal

Task	Description	Total
1. Right of Way Program Management	Included	$ 0
2. Valuation Services: One (1) Waiver Valuation - Diary Format	Lump sum	$ 500
3. Acquisition Services: Up to one (1) Temporary Construction Easement (TCE)	One signed purchase agreement – up to 22 hours @ $150/hour	$ 3,300
4. Utility Coordination Services - includes preparation of up to one (1) Report of Investigation, one (1) Utility Agreement, and one (1) Notice to Owner and coordination with utility owners.	Up to 20 hours @ $150/hour	$ 3,000
5. Right of Way Certification	One Right of Way Certification	$ 1,500
Total Budget:		**$ 8,300**

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 (1)Temporary Construction Easement;
5. No title or escrow services are provided;
6. Preliminary Title Report, Plat Map and Legal Description will be provided by others;
7. 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 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
8. 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.

_____Consultants Initials _____ County Initials

EXHIBIT "C"

Project Schedule

Consultant proposes to deliver the ROW phase work within six (6) months from the Notice to Proceed.

_____Consultants Initials _____ County Initials

1B2

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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

CONSENT AGENDA REQUEST

For the July 19, 2016 meeting of the Plumas County Board of Supervisors

July 11, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Request of Authorization for approval of Amendment No. 2 of the On-Call Right-of-way Engineering Services Contract with Bender Rosenthal, Inc. (Consultant) for $12,000 to provide right-of-way engineering and 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.

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.

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.

To complete the utility relocation and the construction of the new bridge, the Consultant will assist the Department in acquiring additional formal right-of-way from the private landowner for the County. The federal Highway Bridge Program provides 100% funding for right-of-way phase activities.

Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors approve Amendment No. 2 to the existing On-Call Right-of-way Engineering Services Contract with Bender Rosenthal, Inc., in an amount not to exceed $12,000.00

Attachment:

Amendment No. 2 - Keddie Resort Road Bridge Replacement Project

AMENDMENT NO. 2
to the
PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

It is proposed to temporarily relocate two 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 for the relocation of the phone lines in conflict prior to advertisement of bids for bridge construction.

To complete the utility relocation and the construction of the new bridge, the Consultant will also acquire additional formal right-of-way from the private landowner for the County.

Scope of Work

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

Compensation

Consultant shall be paid in accordance with the Cost Proposal set forth in Exhibit "B," attached hereto. Consultant's compensation shall in no case exceed Twelve Thousand Dollars and No Cents ($12,000). 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.

Project Schedule

The Consultant shall commence services within five (10) working days of full execution of this Amendment No. 2. The Consultant shall complete the work in accordance with the October 20, 2015 Professional Services Agreement thereafter.

Other Contract Provisions

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 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:

_____ Date:_____
Director of Public Works

APPROVED AS TO FORM:

_____ Date:_____
County Counsel

CONCURRENCE BY:

_____ Date: _____
County Purchasing Officer

CONSULTANT
BENDER ROSENTHAL INC.

_____ Date:_____
Signature
Bob Morrison, P.E. CA RE Broker

Bender Rosenthal Inc. Taxpayer ID Number - 41-2034507

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

_____Consultants Initials _____ County Initials

EXHIBIT "A"

Scope of Work

TASK 1-RIGHT OF WAY PROGRAM MANAGEMENT:

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

TASK 2 -VALUATION SERVICES:

BRI will develop a complete valuation for the client utilizing a Minimum Value Estimate (Waiver Valuation) Format described in Caltrans Appraisal Manual Chapter Seven at 7.02.13.02. A Waiver Valuation in Lieu of an Appraisal is proposed to be used on this project to estimate the compensation for the proposed acquisition of permanent road and utility easements as well as temporary construction easements (TCE's) affecting small portions of the parcels at Client's discretion.

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

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

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

Assumptions:

- Property owner will be a willing seller. If condemnation services are needed, a full appraisal will be required.
- Appraisal maps, plat maps and legal descriptions will be provided to BRI by others.
- A Preliminary title report will be provided to BRI by others.

Deliverables:

- Three copies of a Minimum Value Estimate meeting all State and Federal Standards and one permanent road and utility easement and one temporary construction easement from 1 grantor.

TASK 3 - ACQUISITION SERVICES

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

Deliverables:

- Acquisition of up to one permanent road easement and 1 temporary construction easement (TCE) from one ownership comprised of three separate assessor's parcel numbers.
- Escrow services for one parcel.

TASK 4 - UTILITY COORDINATION SERVICES:

Under client direction, Bender Rosenthal Inc., (BRI) will work with Client to help verify any potential project impacts to public and privately owned utilities and define possible issues facing R/W delivery and/or construction prior to the final design phase. Coordination activities may include; field review of the project to aid in developing preliminary R/W capital and support cost estimates based on preliminary design plans. This task includes developing documentation to provide an analysis of the project utility requirements, highlighting potential risks, and proposed solutions to risks to ensure that R/W Certification does not become critical path issue. Also included in this task, based on requirements, may be preparation of Reports of Investigation (ROI) Notices to Owner (NTO) Utility Agreements (UA) and Easement Documents along with other documents as required. Services provided may include assisting with preparation of Caltrans' Utility Information Sheet as well as preparation of the utility and railroad portions of the R/W Certification.

Deliverables:

- Review verification maps with utility owners to assist in developing conflict mapping;
- Work with Client and utility owners on identification of potential permanent relocation areas;
- Aid in identifying solutions to utility potential problems where appropriate;
- Review cost estimates submitted by affected utility owners; and
- Prepare up to two Reports of investigation, Notices to Owner, and Utility Agreements if applicable.

Assumptions:

- Client will provide verification maps with utilities plotted for verification and deletions/additions by utility owner;
- Detailed utility relocation plan will required prior to Right of Way Certification;
- Final Environmental Document will be approved prior to issuing NTO's or preparing UA's;
- Notices and Agreements will be delivered to owner prior to Right of Way Certification;
- All delineations of existing utilities to be clone by others;
- BRI will not pothole utilities; and
- Design of utility relocations to be done by others.

TASK 5 -RIGHT OF WAY CERTIFICATION

BRI will prepare the ROW certification per Caltrans requirements.

Deliverables: One draft and one final Right of Way Certification Document 13-B at certification level 1or 2.

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 @ $2,200	$ 2,200
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 22 hours @ $150/hour	$ 3,300
4. Escrow services for one parcel	One closed escrow – lump sum	$ 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
Total Budget:		**$12,000**

The following are the assumptions behind the budget:

1. All R/W Activities are to conform to Caltrans Standards, Practices, Policies and Manuals
2. Full documentation to Federal and State standards for all tasks;
3. No expert witness testimony;
4. This proposal assumes 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.

EXHIBIT "C"

Project Schedule

Consultant proposes to deliver the ROW phase work within six (6) months from the Notice to Proceed.

_____Consultants Initials _____ County Initials

1C1

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

W. Robert Brunson, Director

Date: July 11, 2016

To: Honorable Board of Supervisors

From: W. Robert Brunson, Director WRB

Agenda: Agenda Item for July 19, 2016, BOS meeting

Item Description: Request for approval and authorization for the Chair to sign Amendment to Agreement (MHSA1417PCOEPUSD-A1) with PUSD to increase MHSA Innovation funding (70571A INN) by $70,000 to meet unanticipated costs of program implementation for the School-Based Response Team.

Recommendation: It is respectfully requested that the Board of Supervisors approve and authorize the Board Chair to sign an Amendment to Agreement (MHSA1417PCOEPUSD-A1) increasing the Innovation funding by $70,000 (70571A INN) to Plumas Unified School District for unanticipated implementation costs of the MHSA Innovation project, School-Based Response Team, a program described in the current, approved 3-year MHSA Plan and Annual Update.

Background and Discussion: Plumas County Behavioral Health is requesting a funding increase for an ongoing Mental Health Services Act program that targets underserved and unserved populations of school-aged children throughout the County's public schools.

The funds will be used for unanticipated personnel cost increases, as well as program implementation expenses, including training, travel, extra duty costs, and supplies. Of the $70,000 requested, $6,000 will be expended in Period 13 of Fiscal Year 2015-16 for services rendered prior to the end of the school year. There are sufficient funds available in the Fiscal Year 2015-16 Innovation Fund (70571A INN) to cover these expenses. The balance of the funding will be requested during the County's FY2017 budget adoption process.

This Agreement Amendment is approved as to form by County Counsel and has been reviewed by the County Auditor.

No General Fund monies will be used for this transaction.

Thank you.

1C2

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

W. Robert Brunson, Director

Date: July 11, 2016

To: Honorable Board of Supervisors

From: W. Robert Brunson, Director WRB

Agenda: Agenda Item for July 19, 2016, BOS meeting

Item Description: Request for approval and authorization for the Chair to sign Amendment to Agreement (MHSA1417PCCFC-A1) with Plumas County Children and Families Commission to increase MHSA Prevention and Early Intervention funding (70573 PEI) by $144,683 to meet unanticipated program expansion costs for the MHSA project, Plumas Infant/Early Development Mental Health Program.

Recommendation: It is respectfully requested that the Board of Supervisors approve and authorize the Board Chair to sign an Amendment to Agreement (MHSA1417PCCFC-A1) increasing the Prevention and Early Intervention funding by $144,683 (70573 PEI) to Plumas County Children and Families Commission for unanticipated program expansion costs of the MHSA early intervention project, Plumas Infant/Early Development Mental Health Program, a program described in the MHSA 2015-16 Annual Update.

Background and Discussion: Plumas County Behavioral Health is requesting a funding increase for an ongoing Mental Health Services Act program that provides direct services to children (ages 0-5), their parents/caregivers, and early education and service providers, by offering home and other on-site services and phone support, strategies, and tools and linkages to the support and resources that families need.

The funds will be used for program expansion to meet the unanticipated increase in need of providing direct services to children and their families. Program expansion will consist of increasing therapeutic service hours, hiring a designated case manager to work with families linking them to needed services, additional funds to PRS for increasing operating expenses (including rent, travel, communications, etc.), and providing an additional year of the program evaluation services. There will be sufficient funds available in the Fiscal Year 2016-17 Prevention and Early Intervention fund (70573 PEI) to cover these expenses. The funding will be requested during the County's FY2017 budget adoption process.

This Agreement Amendment is approved as to form by County Counsel and has been reviewed by the County Auditor.

No General Fund monies will be used for this transaction.

Thank you.

C3

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

W. Robert Brunson, Director

Date: July 11, 2016

To: Honorable Board of Supervisors

From: W. Robert Brunson, Director WRB

Agenda: Agenda Item for July 19, 2016, BOS meeting

Item Description: Request for approval and authorization for the Chair to sign Amendment to Agreement (MHSA1417PRS-PCIT-A1) with Plumas Rural Services to increase MHSA Prevention and Early Intervention funding (70573 PEI) by $46,524 to meet unanticipated program implementation costs for the MHSA project, Parent Child Interaction Therapy (PCIT) Program.

Recommendation: It is respectfully requested that the Board of Supervisors approve and authorize the Board Chair to sign an Amendment to Agreement (MHSA1417PRS-PCIT-A1), increasing the Prevention and Early Intervention funding by $46,524 (70573 PEI) to Plumas Rural Services for unanticipated implementation costs of the MHSA Early Intervention project, Parent Child Interactive Therapy (PCIT) Program, as described in the approved MHSA 2015-16 Annual Update.

Background and Discussion: Plumas County Behavioral Health is requesting a funding increase for a Mental Health Services Act project, Parent Child Interaction Therapy (PCIT) Program, to Plumas Rural Services for the purpose of installing and supporting a fiber optics connection, in order to update the PRS clinical infrastructure, thereby allowing full implementation of the PCIT Program and ensuring the ability for Medi-Cal billing and future sustainability of the Program to provide and to increase access to mental health services by families of young children.

The funds will be used for completion of program implementation, meeting the unanticipated need for installing fiber optics. The full amount will be expended in Period 13 of Fiscal Year 2015-16 for services that were rendered prior to the end of that fiscal year. There are sufficient funds available in the Fiscal Year 2015-16 Prevention and Early Intervention fund (70573 PEI) to cover these expenses.

This Agreement Amendment is approved as to form by County Counsel and has been reviewed by the County Auditor.

No General Fund monies will be used for this transaction.

Thank you.

10

CERTIFICATION OF ELECTION RESULTS OF THE

GRIZZLY RANCH COMMUNITY SERVICES DISTRICT

SPECIAL DISTRICT ELECTION

HELD ON JUNE 28, 2016

I, Kathy Williams, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the Special District Election held June 28, 2016 and recorded in the Elections Records, certify the results as follows:

The results hereto attached and made a part of and the following local results are true and correct:

LOCAL PLUMAS COUNTY RACE AS FOLLOWS:

MEASURE A -
GRIZZLY RANCH COMMUNITY SERVICES DISTRICT

Yes	**21**
No	0

GRIZZLY RANCH COMMUNITY SERVICES DISTRICT DIRECTOR

Four Year Term - Vote for Three

John Henry Saefke	**21**
James Miller	**21**
John Reynolds	**21**
Write-In Votes	0

GRIZZLY RANCH COMMUNITY SERVICES DISTRICT DIRECTOR

Two Year Term - Vote for Two

R. Alex Hickman	**21**
Vici Downing	**21**
Write-In Votes	0

The Official Final Canvass of votes cast is attached hereto and made a part hereof.
The total turnout of voters was 91.30%.

Kathy Williams

Kathy Williams, County Clerk-Recorder
Registrar of Voters

Dated: 7-8-16

GRIZZLY RANCH COMMUNITY SERVICES DISTRICT
JUNE 28, 2016 SPECIAL ELECTION
OFFICIAL FINAL

Registered Voters 23 - Cards Cast 21 91.30%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

Grizzly Ranch Community Services District

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Total Votes	21	
YES	21	100.00%
NO	0	0.00%

Board Member - 4 Yr Term

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Total Votes	63	
JOHN HENRY SAEFKE	21	33.33%
JAMES MILLER	21	33.33%
JOHN REYNOLDS	21	33.33%
WRITE-IN	0	0.00%
Write-in Votes	0	0.00%

Board Member - 2 Yr Term

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Total Votes	42	
R. ALEX HICKMAN	21	50.00%
VICI DOWNING	21	50.00%
Write-in Votes	0	0.00%

Plumas County Public Health Agency

/E

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

☐ **Administration & Health Education**
Suite 206
Quincy, CA 95971
(530) 283-6337
(530) 283-6425 Fax

☐ **Clinic & Nursing Services**
Suite 111
Quincy, CA 95971
(530) 283-6330
(530) 283-6110 Fax

☐ **Senior Nutrition & Transportation**
Suite 206
Quincy, CA 95971
(530) 283-3546
(530) 283-6425 Fax

☐ **Veteran's Services Office**
Suite 206
Quincy, CA 95971
(530) 283-6275
(530) 283-6425 Fax

Date: July 11, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for July 19, 2016

Recommendation: Approve Cooperative Agreement #FRC1617PCPHA between Feather River College and Public Health to provide various health care services to students attending Feather River College, and direct the Chair to sign.

Background Information: As the Board is aware Plumas County Public Health Agency has provided health services to students at Feather River College for many years. These services include; counseling and health education, assessment and/or referral.

Through this Cooperative Agreement Feather River College will cover the cost of providing these health services to students attending Feather River College. No additional staff is needed to provide these services. The Cooperative Agreement is effective July 1, 2016 through June 30, 2017 and is in the amount of $25,000.00.

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

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

Thank you.

1F

Services Agreement

This Agreement is made this 1ST day of August, 2016, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Human Resources Dept. (hereinafter referred to as "County"), and SCOTT TANNER, an individual, doing business as Scott Tanner Business Equipment (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Thousand Dollars and No/100 ($3,000.00).

3. Term. The term of this agreement shall be from August 1, 2016 through August 1, 2021, unless terminated earlier as provided herein. This term shall be extended automatically on a quarter-to-quarter basis unless either party provides a notice of termination at least thirty (30) days prior to the end of the quarter.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party. Upon termination, County shall pay to Contractor a prorated portion of the quarterly rate listed in Exhibit B.

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. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. 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.

7. 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.

8. 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.

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

   a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of 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 fifty thousand dollars ($50,000) per accident.

   c. 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's

insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

10. 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.

11. 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. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. 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.

14. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.

15. 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.

16. 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.

17. 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.

18. 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.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this 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.

21. 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:

Human Resources
County of Plumas
520 Main St., Rm 115
Quincy, CA 95971
Attention: Director

Contractor:

Scott Tanner Business Equipment
P.O. Box 236
Greenville, CA 95947
Attention: Scott Tanner

22. 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.

23. 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.

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

CONTRACTOR:

_____
Scott Tanner, d/b/a
Scott Tanner Business
Equipment

COUNTY:

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

By:_____
Name:
Title:

Approved as to form:

Stephen L. Mansell 7/7/16

Stephen L. Mansell
Deputy Plumas County Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide maintenance services for 1-MX-5070N copy machine, and related parts and equipment (the "Covered Equipment").

2. Maintenance services and materials to be provided by Contractor to the Covered Equipment include inspection, adjustment, parts and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment, black and color toner, and developer. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.

3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.

4. All service calls under this agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment. Services to be furnished outside of normal business hours may be provided at rates mutually agreed upon by Contractor and the County.

5. Contractor will respond to service calls from the County within two (2) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.

6. Contractor will provide loaner equipment if any of the Covered Equipment is non-functional and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B

Fee Schedule

1. County shall pay a flat fee of $_175.00_ every quarter for up to _25,000_ black & white images per quarter on the equipment covered by this Agreement.

2. County shall pay an additional $_0.005____ for every black & white image made in excess of _25,000_ per quarter, to be added to the quarterly invoice.

3. County shall pay an additional $_0.05__ for every color image made, to be added to the quarterly invoice.

4. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.

5. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.

6. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.

7. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.

8. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.

Equipment Lease Agreement

WELLS FARGO

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

Customer Information:		**Supplier Information:**
Customer's Full Legal Name ("You" and "Your"): County of Plumas		Supplier Name ("Supplier"): Scott Tanner Business Equipment
Address: 520 Main Street		Address: 101 Pine Street, P.O. Box 236
City/State/Zip Code: Quincy, Ca. 95971		City/State/Zip Code: Greenville Ca. 95947
Telephone Number: 530-283-6443	Federal Tax ID#:	County: Plumas

Equipment Information: ☐ See Attached Equipment Schedule		Equipment Location (if different than address shown above):	
Quantity	Equipment Make, Model & Serial Number	Quantity	Equipment Make, Model & Serial Number
1	Sharp MX-5070N		

Term And Payment Information: Initial Term: **60** months Payment*: **$612.32** (*plus applicable taxes)

Payment Period is "Monthly" unless otherwise noted here: Quarterly Security Deposit: **$Zero** Documentation/Processing Fee: $75.00

Advance Payment: $ 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 $1.00 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-cancelable 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 judgment; (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 the 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 Us 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) County of Plumas		**Wells Fargo Financial Leasing, Inc.** ("We," "Us," "Our" and "Lessor")	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name:	Title:	Print name:	Title:
		Agreement Number:	

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 necessar, 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 un 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 w. 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 u. solely for commercial purposes and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, servic 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 repossessing, 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.

Non-Appropriation Addendum

WELLS FARGO

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.

Customer (identified above): County of Plumas		**Wells Fargo Financial Leasing, Inc.**	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name:	Title:	Print name:	Title:
		Agreement Number:	
		Master Agreement Number (if applicable):	

Approved as to form:

Stephen L. Mansell 7/7/16

Stephen L. Mansell
Deputy Plumas County Counsel

Approved as to form:

Stephen L. Mansell
Deputy Plumas County Counsel

2A1

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

AGENDA REQUEST
For the July 19, 2016 meeting of the Plumas County Board of Supervisors

July 11, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorization to Auction Public Works Surplus Vehicles and Equipment

Background:

The Department of Public Works has the need to auction off surplus equipment to remain in compliance with California Air Resource Board Emissions, Cal-OSHA, and to remove obsolete miscellaneous surplus items as listed below:

Equipment #	Year/Make/Model	VIN#
5	1990 Chevy ½ ton 4X4 truck	1GCEK14KOLZ207795
21	1991 Ford ½ ton 4X4 truck	1FTEF14H1MKA88447
22	1991 Ford ½ ton 4X4 truck	1FTEF14HXMKA88446
28	2002 Ford 3/4 ton 4X4 truck	1FTNF21L92EB11645
41	1979 Mack Plow/Sand 4X4 truck	RM6854X1334
45	1968 International Dump	416060H827640
47	1975 Int. Plow/Sand Truck	71795EGB15769
72	1974 Chevy Plow/Sand Truck	CHV734V138264

Miscellaneous Equipment
Garwood truck crane parts
Ford parts truck
4 pallets of misc. engine parts

The Department of Public Works will utilize the existing Service Agreement with Bar None Auction to auction the surplus vehicles and equipment listed above.

Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the sale of the vehicles and equipment listed above.

2A2

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

AGENDA REQUEST
For the July 19, 2016 meeting of the Plumas County Board of Supervisors

July 11, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Request authorization from the Board to purchase a replacement water truck in an amount not to exceed $135,000 with insurance funds to be borne by Trindel Insurance Company

Background:

This Agenda Request pertains to the need by the Department of Public Works to replace the 1970 Peterbilt water truck that was in an accident in May, 2016.

The cost of a new, replacement vehicle is estimated to be $175,000, plus fees.

Following staff review, Public Works is recommending that a used, 3-year old, CARB compliant vehicle be purchased. The estimated cost would be approximately $125,000, plus fees.

On June 21, 2016, the Board of Supervisors adopted Resolution #16-8157 (Adoption of the Recommended Budget), which requires the Board of Supervisors to approve the purchase of all fixed assets before the adoption of the Final Budget.

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 authorize Public Works to purchase a replacement water truck, using the FY2016-17 budget funds, not to exceed $135,000, including fees, with cost to be reimbursed by Trindel Insurance Company. Upon receipt, the reimbursed funds from Trindel are to be deposited to the Department's "Road Fund".

2B

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971
(530) 283-6444 FAX (530) 283-6160
Email: nancyselvage@countyofplumas.com

DATE: July 8, 2016, 2016

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Acting Director of Human Resources

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JULY 19, 2016.
RE: APPROVE RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND THE CONFIDENTIAL BARGAINING UNIT

IT IS RECOMMENDED THAT THE BOARD:

Approve resolutions to ratify the Memorandum of Understanding for the Confidential Unit for the period of July 1, 2013 through June 30, 2018.

BACKGROUND AND DISCUSSION:

The County negotiation team has met in good faith with the bargaining team of the Confidential Unit to reach a tentative agreement. The tentative agreement for the Confidential Unit contains the following updates:

1. Term of this agreement is for a five year period, July 1, 2013 through June 30, 2018.

2.01 SALARY

The County shall increase base wages by 4.0% for each represented classification effective the pay period that includes July 1, 2016, which shall apply retroactively in the event this Agreement does not receive final approval in time for such increase to be paid on the normally scheduled date(s).

The County shall increase base wages by 2.0% for each represented classification effective the pay period that includes July 1, 2017.

4.01 HEALTH INSURANCE

a. **Active Employee Health Plan: County paid health insurance is a benefit exclusively for eligible probationary and permanent employees.**

Effective as of July 1, 2016 (and which shall apply retroactively in the event this Agreement does not receive final approval in time for the entirety of such amounts to be paid on the

normally scheduled date(s)), the County shall contribute, each month, the lesser of (1) the following amount to fund the combined premiums for employee medical, dental, life and vision insurance for each benefit level:

Employee Only:	$624.60
Employee Plus One:	$1,248.30
Full Family:	$1,486.00;

or (2) the total cost of the combined premiums for each benefit level.

b. **Upon providing continued proof of other Patient Protection and Affordable Care Act compliant group health insurance by providing a copy of the health insurance card for the alternative coverage, employees choosing to opt out of the County offered health plans shall receive $100.00 per pay period (excluding the 3rd paycheck in one month) for a maximum annual benefit of $2400.00 per year.**

c. **If any other bargaining unit establishes a health savings account, this option will be offered to the Confidential Unit.**

d. **Retired Employee Health Plan: An employee who retires from Plumas County, immediately upon termination, under the County's PERS contract and who is covered under a County approved health insurance plan for themselves and any eligible dependents, may continue to be covered under the plan by advancing to the County Auditor, the full premium amount each month preceding the month of coverage, under rules and procedures established by the Auditor.**

4.03 RETIREMENT

Retirement benefits are provided through the County's 2.0% at 55 benefit plan contract with the California Public Employees Retirement System (CalPERS) for classic miscellaneous members and 2.0% at 50 for classic safety members. New miscellaneous members receive the CalPERS 2.0% at age 62 benefit plan and new safety members receive the CalPERS 2.7% at age 57 benefit plan, both of which are administered under the Public Employees' Pension Reform Act (PEPRA) of 2013.
The County shall pay an amount equal to four percent (4%) of the Classic Member employee's wages or salary toward the seven (7%) employee member contribution for miscellaneous. The remaining three percent (3%) portion of the employee member contribution to PERS will be paid by the employee. Employees pay these amounts on a pre-tax basis to the extent allowed by law.

All other language in these agreements remains the same as represented by Confidential Unit. A copy of the Confidential Unit Memorandum of Understanding is on file with the Clerk of the Board. The new MOU includes Appendix A, list of Confidential Unit Job Classifications.

RESOLUTION NO. 2016- _____

RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND THE BARGAINING UNIT OF CONFIDENTIAL UNIT

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for the Confidential Unit have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understanding covering wages, hours and other terms and conditions of employment, for the Confidential Unit employees. The period covered under this tentative agreement is July 1, 2013 through June 30, 2018.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understanding for the Confidential Unit.

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

1. Board of Supervisors ratifies and accepts the Memorandum of Understanding for the Confidential Unit as set forth in the copy of the Memorandum of Understanding attached to this Resolution as Exhibit A.

2. The County Auditor/Controller and Human Resources Director are hereby directed to implement the provisions of this Memorandum of Understanding and the Board Chair is authorized to execute the Memorandum of Understanding and any other documents related hereto in order to carry out this ratification.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 19th day of July, 2016 by the following vote:

AYES:
NOES:
ABSENT:

ATTEST:

_____
Chair, Board of Supervisors

_____
Clerk of the Board

RESOLUTION NO. 2016- _____

RESOLUTION TO TAX DEFER MEMBER PAID CONTRIBUTIONS – IRS 414(h)(2) EMPLOYER PICK-UP

WHEREAS, the governing body of the County of Plumas has the authority to implement the provisions to section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the County of Plumas has determined that even though the Implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to employees covered under the Memorandum of Understanding with Operating Engineers Local #3 Crafts & Trades Unit who are members of the California Public Employee's Retirement System:

NOW, THEREFORE, BE IT RESOLVED:

I. That the County of Plumas will implement the provisions of section 414(h)(2) IRC by making employee contributions pursuant to California Government Code Section 20691 to the California Public Employees' Retirement System on behalf of all its employees within the Confidential Unit who are members of the California Public Employees Retirement System. "Employee contributions" shall mean those contributions to the Public Employees Retirement System which are deducted from the salary of employees' and are credited to individual employee's accounts pursuant to California Government Code section 20691.

II. That the contributions made by the County of Plumas to the California Public Employees' Retirement System, although designated as employee contributions, are being paid by the County of Plumas in lieu of contributions by the employees who are members of the California Public Employees' Retirement System.

III. That these employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the County of Plumas to the California Public Employees' Retirement System.

IV. That the County of Plumas shall pay to the California Public Employees' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.

V. That the amount of the contributions designated as employee contributions and paid by the County of Plumas to the California Public Employees' Retirement System on behalf of an employee shall be the entire contribution required of the employee by the California Public Employees' Retirement Law (California Government Code Sections 20000, et seq.)

VI. That the contributions designated as employee contributions made by the County of Plumas to the California Public Employees' Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the California Public Employees' Retirement System.

VII. The effective date of this Resolution shall be the first full pay period following Board adoption and acceptance by CalPERS.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 5th day of April, 2016, by the following vote:

AYES: Supervisor
NOES: Supervisor
ABSENT: Supervisor

_____
Sherrie Thrall
Chairperson, Board of Supervisors

ATTEST:

_____
Clerk of Board of Supervisors

FOR CALPERS USE ONLY

RESOLUTION TO TAX DEFER MEMBER PAID CONTRIBUTIONS – IRC 414(H)(2)

Approved by: _____

Title: _____

3

Plumas Arts
POB 600 / 525 Main Street, Quincy, CA 95971 • (530) 283-3402 • plumasarts.org • info@plumasarts.org

July 8, 2016

Members of the Plumas County Board of Supervisors
520 Main Street, Room 309
Quincy, CA 95971

Re: **Resolution Designating the Plumas County Arts Commission (also known as Plumas Arts) as the Local Cultural Planning Agency for Plumas County and authorizing an application to the California Arts Council State-Local Partnership Program**

Since our inception in 1981, Plumas Arts has served as the Plumas County designee to the California Arts Council's State-Local Partnership Program. Each year with our and application to that program, we are required to obtain your designation in that resolution of support.

Your annual designation has named Plumas Arts as the arts planning, programming and partnering agency to represent Plumas County. We have served continuously in that capacity as one of the model county partners in that state program.

Approval of this resolution does not require an allocation of county funding. We respectfully request your unanimous approval of the attached Resolution.

Thank you for your time and support.

Sincerely,

Roxanne Valladao

Roxanne L. Valladao, Executive Director

Resolution No.

Designating Plumas Arts (also known as) the Plumas County Arts Commission as the Local Cultural Planning Agency for Plumas County and authorizing an application to the California Arts Council State-Local Partnership Program

WHEREAS, the California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural planning, partnering and decision making and to reach previously under-served constituents; and

WHEREAS, Plumas Arts has served Plumas County as the local arts planning, partnering and programming designee to California Arts Council State-Local Partnership Program with model partner exemplary programming and service since 1981; and

WHEREAS, Plumas Arts has continuously provided arts programs and services in all communities of Plumas County and to other cultural organizations to further the arts, community, economy and quality of life

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the board does hereby designate Plumas Arts to serve as Plumas County's local art planning and programming agency and authorizes the current application to the California Arts Council State-Local Partnership Program.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of said board held on the **19th of July 2016,** by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

_____

Chairman, Board of Supervisors

ATTEST:

_____

County Clerk of said Board of Supervisors

4A

North Cal-Neva
Resource Conservation and Development Council, Inc.
"Making Things Happen"

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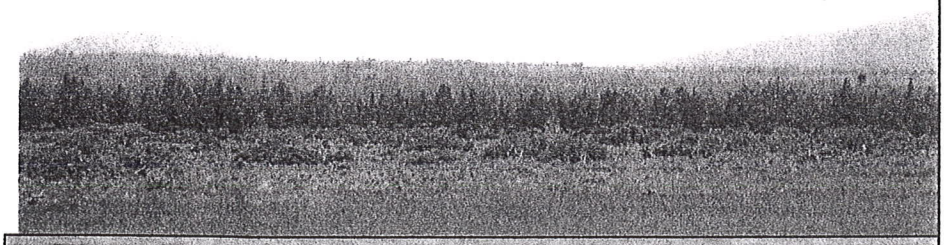
MISSION STATEMENT:
TO CONSERVE AND DEVELOP OUR NATURAL RESOURCES AND TO FORTIFY ECONOMIC DIVERSITY THROUGH COMMUNITY PARTICIPATION



What is the North Cal-Neva RC&D Council?

Resource Conservation and Development (RC&D) Councils work to improve the general level of economic activity and to enhance the environment and standard of living in their communities. Councils provide a focal point of local leadership and bring together private citizens and local, state and federal agencies to improve the economic, social and environmental well-being of their area.

The North Cal-Neva RC&D Council was officially authorized by Secretary of Agriculture Orville Freeman in 1967. The RC&D area initially included Modoc and Lassen Counties in California and Washoe County in Nevada. Plumas County in California was annexed in 1987, and eastern Shasta County in 2000.

The goals of the RC&D Council have been to address the area's chronic employment problems, improve community services and educational programs, and emphasize the desirable use and management of private and public lands and the proper use and management of water resources. Many changes have occurred since the North Cal-Neva RC&D was first organized. Although the original goals established in the first Area Plan are still valid, the Council is in the process of revising their objectives, goals, and approach to better address area needs and pursue new opportunities.

How does the RC&D meet and exceed its goals?

- Partnering with local communities and assisting them in addressing their issues of importance.
- Capitalizing on the involvement of local government, community leaders, and volunteers to gain resources that provide for community events.
- Facilitating procurement of funding and access to technical expertise for desired projects.
- Protecting and enhancing natural resources and the economic viability of communities.

RC&D Sponsors

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