

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF MARCH 10, 2015 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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) SHERIFF**

- 1) Approve and authorize the Chair to sign contract between County of Plumas and Dale Harris, DDS of \$25,000 to provide dental services to Jail inmates. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract between County of Plumas and RSH, Inc. dba Horton Tire Center of \$20,000 for vehicle maintenance and service. Approved as to form by County Counsel

#### **B) MENTAL HEALTH**

- 1) Approve and authorize the Chair to sign contract between County of Plumas and Plumas Crisis Intervention & Resource Center of \$94,326 for provision of Transitional Sober Living Environment residential program. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contact with Kingsview Corporation to provide Tele-Psychiatry services at a rate of \$260 per hour and not to exceed 24 hours per week. Approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign contract between County of Plumas and Summitview Child & Family Services for specialty mental health services for foster children placed out of county. Approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign contract between County of Plumas and Dignity Health Medical Foundation for inpatient psychiatric hospital services at Woodland Hospital. Approved as to form by County Counsel

#### **C) PUBLIC WORKS/ROADS**

- 1) Approve Amendment No. 7 of the On-Call Construction Engineering Services Contract between County of Plumas and Harris & Associates of \$40,850. Approved as to form by County Counsel
- 2) Approve Amendment No. 7 of the On-Call Laboratory Services Contract between County of Plumas and Construction Materials Engineers, Inc. of \$23,537 for material testing. Approved as to form by County Counsel

## 2. DEPARTMENTAL MATTERS

### A) OFFICE OF EMERGENCY SERVICES – Jerry Sipe

- 1) Presentation by Team Rubicon regarding February 2015 winter storm recovery
- 2) Terminate local emergency due to February 2015 winter storm; discussion and possible action

### B) SHERIFF – Greg Hagwood

Authorize the Sheriff to recruit and fill 2.0 FTE Deputy Sheriff positions due to retirement and resignation; discussion and possible action

### C) PLANNING – Randy Wilson

Approve and authorize the Chair to sign contract amendment of \$23,000 with Dr. Alice Rich of A.A. Rich and Associates for technical assistance on Plumas County's review and comments on the Draft Environmental Impact Report (DEIR) for the 401 Water Quality Certification for FERC 2105 (Upper North Fork Feather River Hydroelectric Project); discussion and possible action, approved as to form by County Counsel

### D) PUBLIC WORKS – Robert Perreault

- 1) Solid Waste Program: Continue discussion regarding potential acceptance of Sierra County solid waste by the Plumas County Solid Waste Program; and select two Board members to work with Public Works to explore issues pertaining to an agreement; discussion, possible action and/or direction to staff
- 2) Approve budget transfer of \$200,000 from the Road Department Contingency to a fixed asset account for purchase of Panel Truss Bridge. **Four/fifths required roll call vote**
- 3) Adopt **RESOLUTION** to apply for Grant Funds for the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds. **Roll call vote**
- 4) Adopt **RESOLUTION** approving the Execution of a Cooperative Agreement with Caltrans for the Use of County Route A13 as a Detour during the Construction of the State Route 147 Bridge Over Hamilton Branch; and authorize the Chair to sign, approved as to form by County Counsel. **Roll call vote**
- 5) Approve and authorize the Chair to sign Agreement between County of Plumas and Indian Valley Community Services District pertaining to the Greenville Water System and Sewer System repair project; discussion and possible action, approved as to form by County Counsel

## 3. BOARD OF SUPERVISORS

A. Approve and authorize the Chair to sign contract for special legal services between County of Plumas and the law firm of Kronick, Moskovitz, Tiedemann & Girard regarding comments on the Draft Environmental Impact Report (DEIR) for the 401 Water Quality Certification for FERC 2105 (Upper North Fork Feather River Hydroelectric Project); discussion and possible action

B. Correspondence

C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

D. Appointments

### BOARDS, COMMISSIONS AND COMMITTEES

Appointment and/or re-appointment of members to Plumas County Boards, Commissions and Committees

## NOON RECESS

## **AFTERNOON SESSION**

### **4. 1:00 P.M. FACILITY SERVICES & AIRPORTS – Dony Sawchuk**

**PUBLIC HEARING:** Consider the preliminary project description for a proposed Bucks Lake Trail System; discussion, possible action and/or direction to staff

## **5. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – County Librarian
- B. Conference with Legal Counsel: Claim Against the County filed by Maria Regina Rock-Strong on January 07, 2015; 1) consider the application for leave to present late claim; and, if necessary, 2) consider the claim as submitted
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – County of Plumas v. BCM Construction, et al., Plumas Superior Court Case No. CV14-00168
- D. Conference with Legal Counsel: Initiation of litigation pursuant to Subdivision (d)(4) of Government Code §54956.9 - Plumas National Forest Travel Management Plan
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

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

## **ADJOURNMENT**

Adjourn meeting to Tuesday, March 17, 2015, Board of Supervisors Room 308, Courthouse, Quincy, California.






# Office of the Sheriff

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

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GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** February 26, 2015  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of March 10, 2015

**It is recommended that the Board:**

Approve and sign contract #PCSO00015 between the Plumas County Sheriff's Office (PCSO) and Dale Harris, DDS in the amount of \$25,000.

**Background and Discussion:**

The term of this contract is 03/16/15 – 03/15/16. This purpose of this agreement with Dale Harris, DDS is to provide dental services to Jail inmates as required by law.

Agreement has been approved as to form by County Counsel.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
DENTAL SERVICES**

THIS AGREEMENT is made and entered into this 16th day of March, 2015 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office ("County"), and Dale Harris, DDS, an individual ("Contractor").

**WITNESSETH:**

**WHEREAS**, County proposes to have Contractor perform dental services for inmates at the Plumas County Correctional Center as described herein below; and

**WHEREAS**, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

**WHEREAS**, County and Contractor desire to contract for these specific services and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

**WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the

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services required under this Agreement. Contractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

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

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Twenty-Five Thousand and No/100 Dollars (\$25,000.00).

2.2 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.

2.3. Additional Services. Contractor shall not receive compensation for any services

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provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor may submit invoices to County's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Contractor's services which have been completed to County's sole satisfaction. County shall pay Contractor's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and end on March 15, 2016, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Contractor for

professional services satisfactorily performed up to and including the date of County's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with minimum policy limits of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Additional Requirements. Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.

- (b) All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured.
- (c) All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13.
- (f) To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision..
- (g) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (h) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving

the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.

Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The County Administrative Officer or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Dale Harris, DDS  
78 Central Ave.  
Quincy, CA 95971

Tel: (530) 283-0980

IF TO COUNTY:

County of Plumas  
1400 E. Main St.  
Quincy, CA 95971

Tel: (530) 283-6361  
Attn: Roni Towery

6.5. Drug Free Workplace. Contractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court.



Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of County. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.12. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the

disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Contractor will not employ any regular employee of County while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or

compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

6.25. Contract Superseded. As of the Effective Date, this contract supercedes and replaces in its entirety that certain Standard Services Agreement between the County and Contractor with an effective date of March 16, 2011. Such Standard Services Agreement shall be considered immediately terminated as of the Effective Date by mutual agreement of the parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS,  
A political subdivision of the State of California

\_\_\_\_\_  
Chair, Board of Supervisors

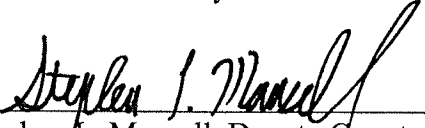
Date: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Dale Harris, DDS

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

APPROVED AS TO FORM:  
Office of the County Counsel

  
\_\_\_\_\_  
Stephen L. Mansell, Deputy County Counsel

Date: 2/24/15

## EXHIBIT A

### SCOPE OF WORK AND FEE SCHEDULE

1. Provide dental services to inmates at the Plumas County Correctional Center. Such services shall be on an as-needed basis upon request of the County. County shall contact Contractor's office to schedule services under this Agreement. Inmates will be transported to the Contractor's office at the expense of the County.
2. The following dental services shall be provided at the fees listed, each such fee being a flat, all-inclusive fee for that particular service:
  - Oral evaluation (exam): \$65
  - Intra Oral X-Rays (each): \$26
  - Panographic X-Ray (whole mouth): \$95
  - Simple extraction: \$149
  - Surgical extraction: \$235
  - Silver filling: \$155
  - Composite filling (white): not to exceed \$242
  - Mouth debridement (scale) of teeth: \$86
  - Root canal treatment: \$773
  - Emergency after hours (office visit): \$130
3. Contractor shall provide an estimate for denture work and tooth replacement upon request of the County.




GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

1A2

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

## Memorandum

**DATE:** February 26, 2015  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of March 10, 2015

**It is recommended that the Board:**

Approve and sign contract #PCSO00025 between the Plumas County Sheriff's Office (PCSO) and RSH, Inc. dba Horton Tire Center in the amount of \$20,000.

**Background and Discussion:**

The term of this contract is 04/01/15 – 03/31/16. The purpose of this contract is for vehicle maintenance & service.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and RSH, INC. a corporation, doing business as Horton Tire Center (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 Twenty Thousand and No/100 Dollars (\$20,000.00).
3. Term. The term of this agreement shall be from April 1, 2015 through March 31, 2016, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. 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. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and



- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

10. 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.
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.
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:

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

Contractor:

Horton Tire Center  
116 E. Main Street  
Quincy, CA 95971  
Attention: Ron Horton

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.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. .
25. Termination of Prior Contracts. The prior contract <sup>SM</sup> between Contractor and County, by and through its Sheriff's Office, shall be deemed terminated as of March 31, 2015.

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

**CONTRACTOR:**

RSH, Inc.  
dba Horton Tire Center

By: \_\_\_\_\_  
Name: Ron Horton  
Title: President  
Date signed:

By: \_\_\_\_\_  
Name: Stephanie Horton  
Title: Vice President  
Date Signed:

**COUNTY:**

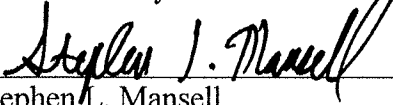
County of Plumas, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Name: Greg Hagwood  
Title: Sheriff-Coroner  
Date signed:

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Chair, Board of Supervisors  
Date signed:

**APPROVED AS TO FORM:**

Plumas County Counsel

  
\_\_\_\_\_  
Stephen L. Mansell  
Deputy County Counsel  
Date signed: 2/24/15

## **EXHIBIT A**

### **Scope of Work**

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Lube, oil and filter changes (LOF).
  - b. Sale and installation of new tires.
  - c. Tire rotation.
  - d. Mounting and balancing of tires.
  - e. Vehicle alignment.
  - f. Brakes and shocks repair and replacement.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

## **EXHIBIT B**

### **Fee Schedule**

1. Labor shall be charged at a maximum of \$90 per hour.
2. Prices for tires quoted prior to installation.
3. LOF changes with inspection shall be charged at \$32.50 (all inclusive) for up to five (5) quarts of oil, with no charge rotation with Les Schwab tires.
4. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
5. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

# PLUMAS COUNTY MENTAL HEALTH

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



## MEMO

DATE: MARCH 3, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PETER LIVINGSTON, LCSW, DIRECTOR

SUBJECT: AGENDA ITEM FOR BOARD MEETING OF MARCH 10, 2015

REGARDING: REQUEST FOR THE BOARD TO RATIFY AND AUTHORIZE THE CHAIR OF THE BOARD OF SUPERVISORS TO SIGN A CONTRACT WITH PLUMAS CRISIS INTERVENTION RESOURCE CENTER TO OPERATE A TRANSITIONAL SOBER LIVING ENVIRONMENT PROGRAM FOR CLIENTS WITH A CO-OCCURRING DISORDER (i.e. THE SIMULTANEOUS EXISTENCE OF A SERIOUS MENTAL ILLNESS AND SUBSTANCE USE DISORDER).

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:** RATIFY AND AUTHORIZE THE CHAIR OF THE BOARD OF SUPERVISORS TO SIGN A CONTRACT WITH PLUMAS CRISIS INTERVENTION RESOURCE CENTER, NOT TO EXCEED THE AMOUNT OF \$94,326, TO OPERATE A PILOT TRANSITIONAL SOBER LIVING ENVIRONMENT PROGRAM FOR PCMH CLIENTS WHO HAVE A CO-OCCURRING DISORDER (i.e. THE SIMULTANEOUS EXISTENCE OF A SERIOUS MENTAL ILLNESS AND SUBSTANCE USE DISORDER) AND ARE ALSO ON PROBATION.

### BACKGROUND AND DISCUSSION:

**TSLE PROJECT:** The TSLE (Transitional Sober Living Environment) project arose out of a need to provide increased local treatment options for Mental Health clients who have a Co-Occurring Disorder (which in this instance is defined as a Serious Mental Illness [SMI] which is accompanied by a Substance Use Disorder) and who are also on probation through the Plumas County Probation Department.

**TARGET POPULATION:** The population of individuals brought into the Criminal Justice system as the result of substance dependence-related crimes has been increasing since the inception of the Alternative Sentencing Program (ASP). Of that population, some individuals have a Co-Occurring Disorder that makes provision of effective treatment more challenging. Out-of-county residential rehabilitation programs for Co-Occurring clients are few-and-far between, have low success rates, can be expensive, and take clients out of their

community. Upon return to the local community from residential rehab programs, relapse is more common than not. Gaining popularity in the treatment of such conditions is a locally-based approach that builds in community services, as well as supportive relationships that will remain in place when clients/residents leave the residential portion of the treatment program.

**TSLE PLANNING PROCESS:** The TSLE provides a temporary-housing program, with an array of community-based services delivered to residents by staff members from local agencies and departments. Plumas County Mental Health (PCMH) and Plumas Crisis Intervention Resource Center (PCIRC – aka The Resource Center) have taken the lead on this project. Planning meetings involving various stakeholders convened in the summer of 2014 (including PCMH, PCIRC, Probation, AOD, ASP, BoS member) and continued intermittently in the interim, with participation that waxed and waned on the part of various stakeholders. Supervisor Simpson participated in some of the meetings. In addition to PCIRC and PCMH, other stakeholders who continue to commit to the program include the Probation Department and Alcohol and Drug.

**SERVICES PROVIDED:** The residential portion of the TSLE provides clients with a supportive, sober living environment that is located within the community and is thus accessible to local treatment resources, other agency supports, and is inclusive of other client-centric social support systems. PCIRC will provide resources related to the housing component of this project, including management of the property, admission and discharge processes, and monitoring and enforcement of rules. Mental Health will provide therapy and case management services. Probation will provide monitoring and oversight, including drug testing. Alcohol and Drug will provide intensive out-patient services, offering up to 28 hours a week of substance related treatment. Staff from these agencies have committed to working together in a collaborative manner to maximize the opportunity of achieving community-based treatment successes for Co-Occurring clients. Clients will play an integral role in the TSLE project by contributing as partners (both at the individual and group levels) with the agency and departmental staff who are involved in the program.

**FUNDING:** PCMH is providing the cash funding for the TSLE. PCIRC will receive cash under the terms of the contract for this project to cover expenses for the residence, operating costs, and staff time. The program will run for approximately a year and a half. The contract has been approved as to form by County Counsel. Probation and AOD will contribute services under their purviews in a collaborative manner. Funding will be from the “AB109 Set-Aside” and from MHSA Community Supports and Services (CSS) which will be tied to client-specific clinical needs through the FSP (Full Service Partnership) portion of MHSA CSS funds.

**PILOT PROGRAM:** It is intended that the TSLE program serves as a pilot program for the delivery of locally-based services. With feedback from lessons-learned, and the benefit of knowing what works based on client successes, it is hoped that the TSLE program will serve as a model to replicate in other areas of the county or for other populations.



**LEAD PROJECT STAFF:** Johanna Downey, PCIRC Executive Director, and Pamela Schaffer, LCSW, Adult Program Chief for PCMH, are the lead staff members on the TSLE project. In their roles as lead staff, Ms. Downey and Ms. Schaffer have been responsible for the planning process and will continue responsibility for implementing the program.

**LEGAL REVIEW:** This agreement has been approved as to form by County Counsel.

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

# PLUMAS COUNTY MENTAL HEALTH

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



## MEMO

DATE: MARCH 2, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PETER LIVINGSTON, LCSW, DIRECTOR

SUBJECT: AGENDA ITEM FOR BOARD MEETING OF MARCH 10, 2015

REGARDING: CONTRACT WITH KINGS VIEW CORPORATION TO PROVIDE TELE-PSYCHIATRY SERVICES IN ADDITION TO CURRENTLY PROVIDED ELECTRONIC HEALTH CARE RECORDS AND BILLING SERVICES.

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:** RECEIVE, RATIFY, AND AUTHORIZE THE CHAIR OF THE BOARD OF SUPERVISORS TO SIGN A CONTRACT WITH KINGS VIEW CORPORATION TO PROVIDE TELE-PSYCHIATRY SERVICES AT A RATE OF \$260 PER HOUR, NOT TO EXCEED 24 HOURS PER WEEK.

### BACKGROUND AND DISCUSSION:

Plumas County Mental Health (PCMH) has had a long-standing relationship with Kings View Corporation for the provision of Electronic Health Care Records and billing services for MediCal funded Specialty Mental Health Services. Kings View has been a provider of TelePsychiatry services for quite some time, but PCMH has never contracted for such services. PCMH would like to branch out and have the possibility of utilizing Kings View for a portion of its TelePsych services.

For over a year now PCMH has contracted with Native American Mental Health Services (NAMHS) to provide TelePsychiatry services. At times, scheduling difficulties with NAMHS have arisen as a result of limited access to existing providers. PCMH is on the verge of expanding services to the outlying areas of the county, which will require additional TelePsych time. At \$260 per hour, the rates charged by each entity are the same.

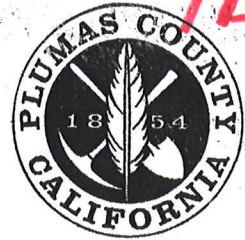
In addition, having a wider availability of access to TelePsych providers offers clients a greater degree of choice, which should lend itself to having a means of addressing client preference, an option to use in instances of a poor match between patient and provider, and greater client satisfaction. Redundancy in TelePsych services places PCMH in a strong position, maximizing the potential of uninterrupted service delivery for psychiatric medications.

Given the above, PCMH would like to secure additional TelePsychiatry resources. This contract has been approved as to form by County Counsel.

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

# PLUMAS COUNTY MENTAL HEALTH

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



## MEMO

DATE: MARCH 2, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PETER LIVINGSTON, LCSW, DIRECTOR

SUBJECT: AGENDA ITEM FOR BOARD MEETING OF MARCH 10, 2015

REGARDING: CONTRACT WITH SUMMITVIEW CHILD & FAMILY SERVICES FOR  
PROVISION OF SPECIALTY MENTAL HEALTH SERVICES TO PLUMAS  
COUNTY FOSTER CHILDREN WHO ARE PLACED OUT OF COUNTY.

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:** RECEIVE, RATIFY, AND AUTHORIZE THE CHAIR OF THE BOARD OF SUPERVISORS TO SIGN A CONTRACT WITH SUMMITVIEW CHILD & FAMILY SERVICES FOR THE PROVISION OF SPECIALTY MENTAL HEALTH SERVICES TO PLUMAS COUNTY FOSTER CHILDREN WHO ARE PLACED OUT-OF-COUNTY.

**BACKGROUND AND DISCUSSION:** From time-to-time Plumas County Department of Social Services (DSS) places foster youth in out-of-county placements. Some high-need foster youth require high-level placements, such as Level 12 or 14 group homes or residential treatment programs. In some instances, Specialty Mental Health Services are required to be provided in addition to the basic group home programming.

Summitview Child & Family Services is a MediCal certified provider of Specialty Mental Health Services. DSS has placed a foster child in a high level program, and Summitview is the provider of Specialty Mental Health Services to the child. This contract allows PCMH to pay for said services, the cost of which can be recovered by PCMH given that Summitview is a MediCal service provider.

Ratification of this contract will insure that the Plumas County foster child will receive needed Mental Health Services while placed out of the county.

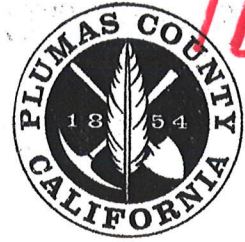
This contract has been approved to form by County Counsel and is on file with the Clerk of the Board of Supervisors.

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



# PLUMAS COUNTY MENTAL HEALTH

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



## MEMO

DATE: MARCH 2, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PETER LIVINGSTON, LCSW, DIRECTOR

SUBJECT: AGENDA ITEM FOR BOARD MEETING OF MARCH 10, 2015

REGARDING: RENEWAL OF CONTRACT FOR INPATIENT PSYCHIATRIC HOSPITALIZATION SERVICES AT WOODLAND HOSPITAL.

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:** AUTHORIZE THE CHAIR OF THE BOARD OF SUPERVISORS TO SIGN THE RENEWAL CONTRACT WITH DIGNITY HEALTH MEDICAL FOUNDATION FOR INPATIENT PSYCHIATRIC SERVICES PROVIDED AT WOODLAND HOSPITAL.

**BACKGROUND AND DISCUSSION:** Plumas County Mental Health has contracted for inpatient psychiatric hospitalization services at Woodland Hospital for many years. This is a renewal of previous contracts. Services from Woodland Hospital are particularly valuable as it is one of very few psychiatric hospitals that is located within a general hospital, and thus has capacity to serve clients who are in need of both medical and psychiatric inpatient hospital services.

This contract has been approved as to form by County Counsel. The contract document is on file with the Clerk of the Board of Supervisors. The updated 2014 – 2015 rate sheet is incorporated in the agenda back-up material.

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

# DIGNITY HEALTH MEDICAL FOUNDATION - WOODLAND HOSPITAL

## EXHIBIT A

### 2014-2015 RATES

The County shall pay to DHMF the following rates for Acute Psychiatric Inpatient Services provided under this Agreement:

#### Medi-Cal Rates

Service Code	Descriptions	Rate/Unit
510	Psychiatric Inpatient Hospital Services, treatment day (includes routine and ancillaries, <u>excludes</u> Psychiatric Hospital Inpatient Professional Services)	\$1,240.05/Day
99221	Psychiatric Inpatient Hospital Professional Services Initial Hospital Care: Straightforward or low complexity	\$88.00/Day
99222	Psychiatric Inpatient Hospital Professional Services Initial Hospital Care: moderate complexity	\$88.00/Day
99223	Psychiatric Inpatient Hospital Professional Services Initial Hospital Care: high complexity	\$88.00/Day
99231	Psychiatric Inpatient Hospital Professional Services Subsequent Hospital Care: Straightforward or low complexity	\$88.00/Day
99232	Psychiatric Inpatient Hospital Professional Services Subsequent Hospital Care: moderate complexity	\$88.00/Day
99233	Psychiatric Inpatient Hospital Professional Services Subsequent Hospital Care: high complexity	\$88.00/Day

#### Non-Medi-Cal Rates (Short-Doyle)

Service Code	Descriptions	Rate
510	Psychiatric Inpatient Hospital Services, treatment day (includes routine and ancillaries <u>and</u> Psychiatric Hospital Inpatient Professional Services)	\$1,471.05/Day

## PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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

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



### CONSENT AGENDA REQUEST

for the March 10, 2015 meeting of the Plumas County Board of Supervisors

March 2, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, appearing to read "Robert A. Perreault".

Subject: Request Authorization for Approval of Amendment No. 7 of the On-Call Construction Engineering Services Contract with Harris & Associates for \$40,850 to provide construction engineering services.

#### Background:

The Department of Public Works has awarded a contract for construction of hot mix asphalt overlay (HMA), guardrail adjustments, and a polyester concrete bridge deck treatment on County Road 411 (Bucks Lake Road between Meadow Valley and Quincy). The federally-funded project consists of reconstructing metal beam guard railing, cold planing existing asphalt concrete, placing HMA ( $\frac{3}{4}$ " Type A, PG 64-28) and placing a polyester concrete bridge deck treatment on the Rock Creek Bridge. The work extends over two locations on the Snake Lake Road and Slate Creek intersections.

The proposed improvement of this roadway is funded through the State Transportation Improvement Program (STIP). The STIP program covers 100% of all project costs. The project is currently budgeted the Department's FY 14/15 construction projects' budget under Work Order #483.

The Department of Public Works is proposing that Harris & Associates perform the work on the Bucks Lake Road Rehabilitation (C.R. 411) Project, Department of Public Works - Work Order #483) for an amount not to exceed \$40,850 in accordance with Amendment No. 7.

Deputy County Counsel Steve Mansell has approved Amendment No. 7 as to form.

#### Recommendations:

The Director of Public Works respectfully requests that the Board of Supervisors authorize the Chair of the Board and the Director of Public Works to execute Amendment No. 7, copy attached.

Attachment

#PWRD 11-0010

**AMENDMENT NO. 7  
to the  
PROFESSIONAL SERVICES AGREEMENT**

**Construction Engineering Services for  
Highway Improvement Projects in  
Plumas County, California**

The June 16, 2010 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and HARRIS & ASSOCIATES ("Consultant"), is hereby amended on March 10, 2015 as follows:

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

**PROJECT: Bucks Lake Road Pavement Rehabilitation  
(Snake Lake Road – Slate Creek Road)  
Department of Public Works - Work Order #483)**

Project Background

The Department of Public Works has awarded a contract for construction of hot mix asphalt overlay (HMA), guardrail adjustments, and a polyester concrete bridge deck treatment on County Road 411 (Bucks Lake Road between Meadow Valley and Quincy). The federally-funded project consists of reconstructing metal beam guard railing, cold planing existing asphalt concrete, placing HMA (¾" Type A, PG 64-28) and placing a polyester concrete bridge deck treatment on the Rock Creek Bridge. The work extends over two locations on the Snake Lake Road and Slate Creek intersections.

Scope of Work

Provide the necessary construction engineering services including inspection and oversight of construction performed under the federal-aid construction contract for the **Bucks Lake Road Pavement Rehabilitation (Snake Lake Road – Slate Creek Road), Department of Public Works - Work Order #483**, per the June 23, 2010 PROFESSIONAL SERVICES AGREEMENT, per the project's approved plans and specifications and contract, the approved Quality Assurance Program (QAP) and the Caltrans Construction Manual.

Compensation

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto, which shall supercede and replace all prior fee schedules to the June 23, 2010 Professional Services Agreement first referenced above. Consultant's compensation shall in no case exceed Forty Thousand Eight Hundred Fifty Dollars and No Cents (\$40,850). Certified payroll shall be submitted for staff employed in activities covered by State or Federal prevailing wage determinations in accordance with the Caltrans Labor Compliance Manual.

Project Schedule

The Consultant shall commence services within five (5) working days of full execution of this Amendment No. 7. The Consultant shall complete the work in accordance with the construction contract and approved plans and specifications thereafter.

Other Contract Provisions

Effective with Amendment No. 4, the authorized officer for the June 23, 2010 Professional Services Agreement for Harris & Associates will be: Christopher Dunne, Vice President. All other contract provisions set forth in the June 23, 2010 Professional Services Agreement first referenced above remain unchanged.

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

COUNTY OF PLUMAS

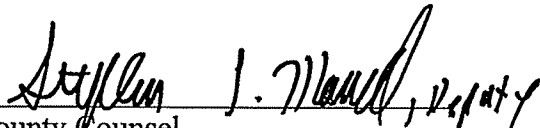
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

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

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

APPROVED AS TO FORM:

  
County Counsel

Date: 2/27/15

AGREED TO BY: (not required if under \$3,000)

\_\_\_\_\_  
Chair, Plumas County Board of Supervisors

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

CONSULTANT  
HARRIS & ASSOCIATES

\_\_\_\_\_  
Signature  
Christopher Dunne, Vice President

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

94-2385238

Harris & Associates Taxpayer ID Number



## PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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

Robert A. Perreault, Jr., P.E., Director

Joe Blackwell, Deputy Director



### CONSENT AGENDA REQUEST

for the March 10, 2015 meeting of the Plumas County Board of Supervisors

March 2, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: Request Authorization for Approval of Amendment No. 7 of the On-Call Laboratory Services Contract with Construction Materials Engineers, Inc. for \$23,537 to provide material testing services.

#### Background:

The Department of Public Works has awarded a contract for construction of Hot Mix Asphalt overlay (HMA), guardrail adjustments, and a polyester concrete bridge deck treatment on County Road 411 (Bucks Lake Road between Meadow Valley and Quincy). The federally-funded project consists of reconstructing metal beam guard railing, cold planing existing asphalt concrete, placing HMA (¾" Type A, PG 64-28) and placing a polyester concrete bridge deck treatment on the Rock Creek Bridge. The work extends over two locations on the Snake Lake Road and Slate Creek intersections.

The proposed improvement of this roadway is funded through the State Transportation Improvement Program (STIP). The STIP program covers 100% of all project costs. The project is currently budgeted the Department's FY 14/15 construction projects' budget under Work Order #483.

The Department of Public Works is proposing that Construction Materials Engineers, Inc. perform the work on the Bucks Lake Road Rehabilitation (C.R. 411) Project, Department of Public Works - Work Order #483) for an amount not to exceed \$23,537 in accordance with Amendment No. 7.

Deputy County Counsel Steve Mansell has approved Amendment No. 7 as to form.

#### Recommendations:

The Director of Public Works respectfully requests that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 7, copy attached.

Attachment

**AMENDMENT NO. 7.**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**

**Construction Engineering Services for  
Highway Improvement Projects in  
Plumas County, California**

The June 23, 2010 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and CONSTRUCTION MATERIALS ENGINEERS, INC. ("Consultant"), is hereby amended on March 10, 2015 as follows:

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

**PROJECT: Bucks Lake Road Pavement Rehabilitation  
(Snake Lake Road – Slate Creek Road)  
Department of Public Works - Work Order #483)**

Project Background

The Department of Public Works will be advertising a contract for construction of hot mix asphalt overlay (HMA), guardrail adjustments, and a polyester concrete bridge deck treatment on County Road 411 (Bucks Lake Road between Meadow Valley and Quincy). The federally-funded project consists of reconstructing metal beam guard railing, cold planing existing asphalt concrete, placing HMA (¾" Type A, PG 64-28) and placing a polyester concrete bridge deck treatment on the Rock Creek Bridge. The work extends over two locations on the Snake Lake Road and Slate Creek intersections.

Scope of Work

Provide the necessary construction engineering services per the June 23, 2010 PROFESSIONAL SERVICES AGREEMENT, per the project's approved plans and specifications and contract, the approved Quality Assurance Program (QAP) and the Caltrans Construction Manual.

Perform acceptance testing, prepare letter reports and test results for all acceptance tests required for the project per the project's Plans and Specifications and the Quality Assurance Program (QAP). Coordinate with Caltrans' METS for any necessary certification of samplers, testers and laboratories for compliance with the Independent Assurance Program.

Compensation

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached to the June 23, 2010 Professional Services Agreement first referenced above. Consultant's compensation shall in no case exceed Twenty-Three Thousand Five Hundred Thirty-Seven and No Cents (\$23,537.00).

Project Schedule

The Consultant shall commence services within five (5) working days of full execution of this Amendment No. 7. The Consultant shall complete the work in accordance with the construction contract and approved plans and specifications thereafter.

Other Contract Provisions

All other contract provisions set forth in the June 23, 2010 Professional Services Agreement as referenced above and as amended under Amendment No. 5 (time Extension) remain unchanged.

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

COUNTY OF PLUMAS

A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

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

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

APPROVED AS TO FORM:

  
County Counsel

Date: 2/27/15

AGREED TO BY: (not required if under \$3,000)

\_\_\_\_\_  
Chair, Plumas County Board of Supervisors

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

CONSULTANT  
CONSTRUCTION MATERIALS ENGINEERS, INC.

\_\_\_\_\_  
Signature  
Martin N. Crew, P.E., President

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

26-4757154  
Taxpayer ID Number



## Plumas County Office of Emergency Services

270 County Hospital Road #127  
Quincy, California 95971

Phone: (530) 283-6367  
Fax: (530) 283-6241

JA

**Date:** February 27, 2015  
**To:** Honorable Board of Supervisors  
**From:** Jerry Sipe  
**RE:** Agenda Item for March 10, 2015

**Recommendation:** 1) Receive a presentation from Team Rubicon regarding their February 2015 Winter Storm recovery mission in Plumas County; and 2) Terminate the local emergency due to February 2015 Winter Storms.

**Background and Discussion:** As the Board is aware, the February 2015 winter storm brought extreme winds, caused widespread power outages, toppled trees, closed roads, caused over \$2.5 million in damages countywide, and resulted in a local emergency proclamation. Because of the local emergency, a number of regional and statewide resources were available to Plumas County including the services of Team Rubicon. Team Rubicon is a non-profit service organization comprised of military veterans dedicated to disaster response, assistance and recovery. Team Rubicon quickly mobilized over two dozen volunteers to Plumas County and, among other things, successfully demoed the mobile home of an Indian Valley family that was destroyed by the storm. Jonathan Taft, the Northern California Field Operations Coordinator for Team Rubicon, will provide an overview of their mission and the service provided to our communities.

Also, as specified in Section 8630 of the California Emergency Services Act, the governing body must review the need for continuing the local emergency every month and must terminate the emergency at the earliest possible date that conditions warrant. At this time, individual recovery efforts are well underway and no further need for regional or state assistance has been identified. Therefore, the need for continuing this local emergency no longer exists.

In summary, it is recommended that the Board of Supervisors 1.) receive the report of response and recovery assistance by Team Rubicon; and 2.) terminate the local emergency due to February 2015 winter storms ratified by the Board on February 10, 2015.

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

Thank you.





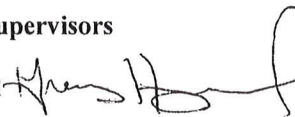
GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

2B

## Memorandum

**DATE:** February 25, 2015  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of March 10, 2015

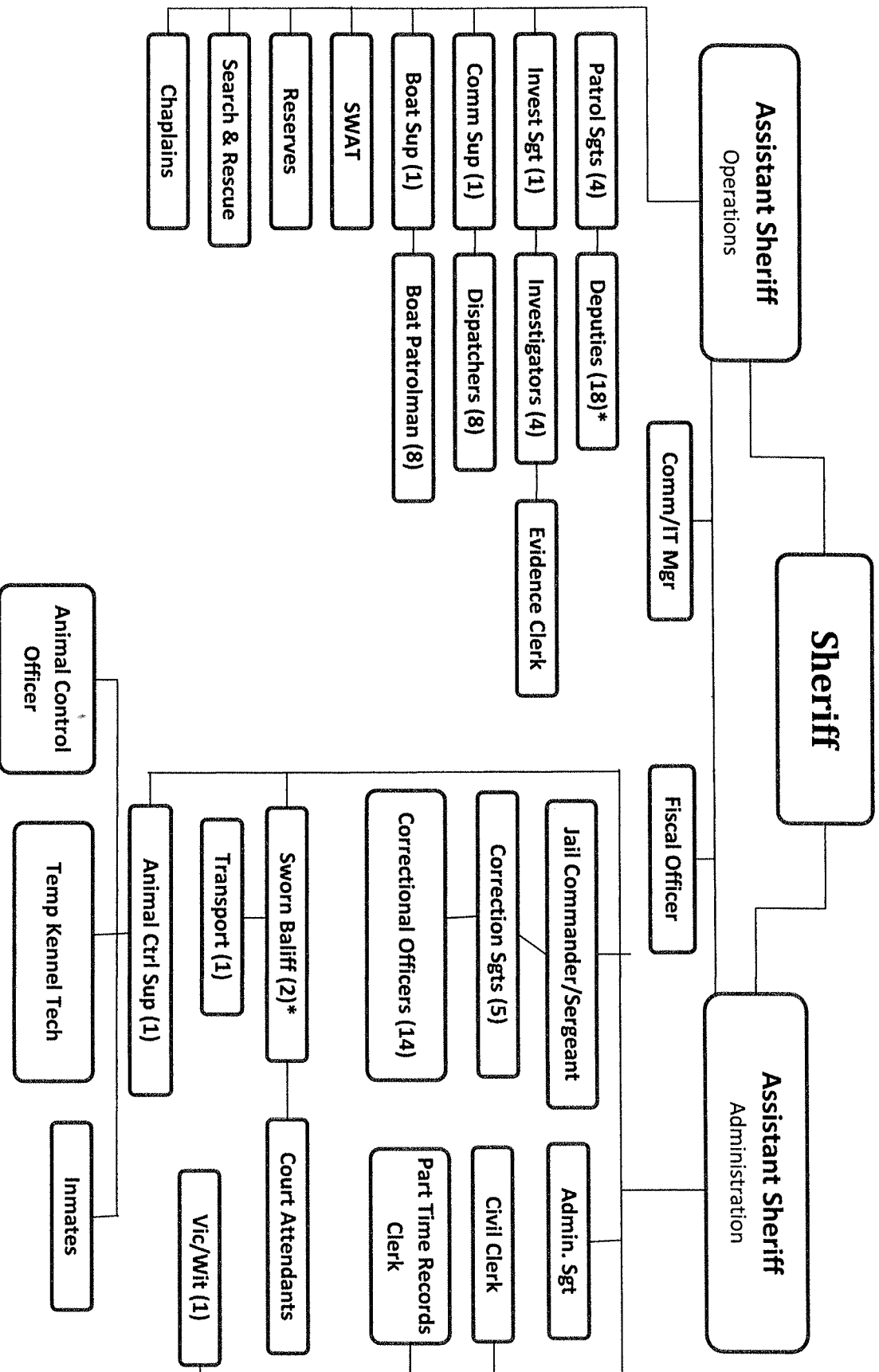
**It is recommended that the Board:**

Authorize the Sheriff to recruit and hire two Deputies to back-fill vacancies, due to a retirement and a resignation.

**Background and Discussion:**

The Plumas County Sheriff's Office has received a retirement notice and a resignation from two deputies. As a result of this notice, the Sheriff is seeking authorization to back-fill these two positions.

These positions are allocated and funded in the 2014-2015 budget.

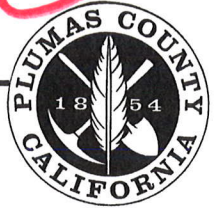


\* 70330 - Deputies = 15  
70362 - Deputies = 2  
70388 - Deputies = 1  
70387 - Deputies = 2

## PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street  
Quincy, CA 95971-9366  
(530) 283-7011

[www.plumascounty.us](http://www.plumascounty.us)



**DATE:** March 10, 2015

**TO:** Honorable Chair and Members of the Board of Supervisors

**FROM:** Randy Wilson, Plumas County Planning Director *RW*

**RE:** Request for approval of a contract amendment with Dr. Alice Rich of A.A. Rich and Associates for technical assistance on Plumas County's review and comments on the Draft Environmental Impact Report (DEIR) for the 401 Water Quality Certification for FERC 2105 (Upper North Fork Feather River Hydroelectric Project).

### **Background**

On November 26, 2014, the State Water Resources Control Board released a Draft Environmental Impact Report (DEIR) for the 401 Water Quality Certification for FERC 2105 (Upper North Fork Feather River Hydroelectric Project). The comment period is for 120 days and ends on March 26, 2015 a noon (12:00 pm).

On January 29, 2015, the Board Chair/County Purchasing Agent signed a \$5,000 contract with A.A. Rich and Associates for Phase I services. The purpose of this contract was to assist Plumas County in making comments on the Draft Environmental Impact Report (DEIR) for the 401 Water Quality Certification for FERC 2105 (Upper North Fork Feather River Hydroelectric Project) and to provide a Phase II proposal to Plumas County for additional work to be included in Plumas County's comments on the DEIR.

### **Staff Comment**

Dr. Alice Rich has completed the Phase I work as outlined in the attached existing contract between A.A. Rich and Associates and Plumas County and in doing so has proposed a work program termed Phase II for additional work. Staff has reviewed this Phase II work program and finds that upon completion the end project will greatly assist Plumas County in making comments on the DEIR.

Staff understands the cost of this contract will be taken out of the General Fund Professional Services budget.

## **ACTIONS FOR CONSIDERATION**

Staff recommends the Board of the Supervisors take the following action.

- I.      Approved the attached contract between Plumas County and A.A. Rich and Associates for technical assistance on Plumas County's review and comments on the Draft Environmental Impact Report (DEIR) for the 401 Water Quality Certification for FERC 2105 (Upper North Fork Feather River Hydroelectric Project).

Attachments:

Proposed Contract Amendment with A.A. Rich and Associates  
Existing Contract with A.A. Rich and Associates dated January 29, 2015



**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND A.A. Rich and Associates**

This First Amendment to Agreement ("Amendment") is made on March 3, 2015, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and A.A. Rich and Associates, a sole proprietorship ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and A.A. RICH AND ASSOCIATES have entered into a written Agreement dated January 29, 2015, (the "Agreement"), in which A.A. Rich and Associates agreed to provide expert fisheries services called Phase I and develop a Phase II scope of services related to comments on the Draft Environmental Impact Report for the 401 Water Quality Certification by the California Water Board for the FERC 2015 (Upper North Fork Feather River PG&E Hydropower Project) to Plumas County.
  - b. Because of the need to provide Phase II comments on the Draft Environmental Impact Report for the 401 Water Quality Certification by the California Water Board for the FERC 2015 (Upper North Fork Feather River PG&E Hydropower Project) the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Paragraph 1 is amended to read as follows: **Scope of Work**. Contractor shall provide the County with services as set forth in revised Exhibit A, attached hereto.
  - b. Paragraph 2 is amended to read as follows: **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 the County to Contractor under this Agreement shall not exceed Twenty Three Thousand Dollars (\$23,000).
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated January 29, 2015 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this First Amendment of Agreement dated January 29, 2015 has been executed as of the date set forth below.

 COUNTY INITIALS

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

**CONTRACTOR:**

A.A Rich and Associates, a sole proprietorship

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

Name: Alice A. Rich Ph.D.

Title: Owner/Fisheries Consultant

Date signed:

**COUNTY:**

Plumas County, a political subdivision

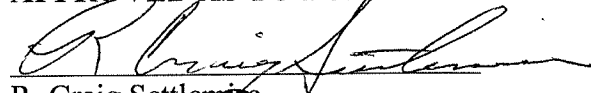
By: \_\_\_\_\_

Name: Kevin Goss

Title: Chair/Purchasing Agent

Date signed:

**APPROVED AS TO FORM:**



R. Craig Settlemyre

Plumas County Counsel

 COUNTY INITIALS

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

A.A. RICH AND ASSOCIATES

Alice A. Rich, Ph.D.  
Principal

150 Woodside Drive  
San Anselmo, CA 94960  
Tel: (415) 485-2937  
Fax: (415) 485-9221  
alice@aarichandassociates.com  
www.aarichandassociates.com

February 24, 2015

Randy Wilson  
Planning Director/Co-Manager of  
Flood Control and Conservation District  
Plumas County Planning and Building Services  
555 Main Street  
Quincy, CA 95971

RE: FERC 2105- Upper North Fork Feather River Project: Draft EIR (11/2014) for Issuing a Water Quality Certification for Relicensing the Project/Draft Proposal for Phase 2: Review and Analysis of DEIR and Associated Documents with Regard to Fishery Resources

Dear Randy:

On January 16, my proposal for Phase 1 for Upper North Fork Feather River Hydroelectric Project (FERC #2105) (UNFFR) was approved by Sharon Thrull of the Plumas County Board of Supervisors. Phase 1 provided a framework for the Phase 2 work that I propose to do. The overall objective of Phase 1 was to provide a Scope of Work for the specific Tasks that would need to be done, regarding a rigorous fishery resources critique of the DEIS. Phase 1 included the following Three Tasks:

- (1) Task 1: Field Visit/Review Area/SWRCB Public Meeting/Meet with knowledgeable persons;
- (2) Task 2: Review Selected Portions of the DEIR; and,
- (3) Task 3: Proposal for Providing a Scope of Work/Estimated Costs for the Phase 2 work.

Attached is a Proposal for the Phase 2<sup>1</sup> work I am proposing. This Proposal is definitely not "set in stone". Rather, it is based on the various communications I have had with all of you and other relevant parties and the SWRCB meeting on February 11<sup>th</sup>. I am sending this Proposal as a Draft, so that you and the others can review it and provide any feedback you wish to me.

---

<sup>1</sup> In preparation for writing this Proposal, I have already completed some of the review of the November 2014 DEIR.

## A.A. RICH AND ASSOCIATES

---

Alice A. Rich, Ph.D.  
Principal

150 Woodside Drive  
San Anselmo, CA 94960  
Tel: (415) 485-2937  
Fax: (415) 485-9221  
alice@aarichandassociates.com  
www.aarichandassociates.com

R. Wilson-Plumas County/FERC 2105 Phase 2 Draft Proposal-Cover Letter  
February 24, 2015  
Page 2

If that feedback changes the Scope of Work for Phase 2, I will revise the attached Draft Proposal.

I know that the Plumas County Board of Supervisors must approve the Proposal for the Phase 2 work and I believe that the next day that they meet is March 10th. I also know that I am short on time to complete my Tasks and so, believing that this Proposal will be approved in some form, I am continuing to work on this project and not waiting until after March 10th.

I look forward to discussing this Draft Proposal with you and the others.

Thank you.

Sincerely,

*Alice A. Rich, Ph.D.*

Alice A. Rich, Ph.D.

Cc: Sherrie Thrall  
Leah Wills  
file (RW022415-Proposal)

## A.A. RICH AND ASSOCIATES

---

February 24, 2015

Randy Wilson  
Planning Director/Co-Manager of  
Flood Control and Conservation District  
Plumas County Planning and Building Services  
555 Main Street  
Quincy, CA 95971

RE: FERC 2105- Upper North Fork Feather River Project: Draft EIR (11/2014) for Issuing a Water Quality Certification for Relicensing the Project/Draft Proposal for Phase 2: Review and Analysis of DEIR and Associated Documents with Regard to Fishery Resources

### I. RESULTS OF PHASE 1

As the DEIR and relevant documents would have been too time-consuming to review in a rigorous fashion, I provided a proposal that identified the following three Tasks as Phase 1 of a two-phase response to Plumas County's (County) requests of me:

- (1) Task 1: Field Visit/SWRCB Public Meeting/Review Area/Meet with knowledgeable Persons;
- (2) Task 2: Review Selected Portions of the DEIR; and,
- (3) Task 3: Proposal for Providing a Scope of Work/Estimated Costs for the Phase 2 work.

Task 1 was completed on February 11-12 and included a drive-by tour of portions of the project area (Lake Almanor, Butt Valley Reservoir) with Sherrie as my entertaining and informative guide. I have completed Task 2, including both a very cursory review of a few sections of the DEIR and communications (emails and phone) with some of the persons knowledgeable about the project (e.g. Randy Wilson, Sherrie Thrall, Leah Mills, Dr. Gina Johnston, Chris Shutes, Dick Daniel, the two fishermen that I met (Tom Maumoynier and Jim Pleau), and Mike Kassow (Chris Shutes introduced me to him over the phone; Mike is very knowledgeable retired aquatic

R. Wilson-Plumas County/FERC 2105 Phase 2 Draft Proposal  
February 24, 2015  
Page 2

biologist in the area).<sup>2</sup> Leah sent me an email with a summary of the County's concerns and suggested portions of the DEIR to review. Chris provided me with extensive thoughts of what areas of the DEIR (including the Appendices) I should focus on in preparation of this Proposal.

## **II. SCOPE OF WORK FOR PHASE 2**

### **A. PLUMAS COUNTY QUESTIONS/ISSUES<sup>3</sup>**

Plumas County has voiced a number of concerns, with regard to the fishery resources analysis, impacts, and mitigation in the DEIR (November 2014). Following are questions that pertain to fishery resources that Plumas County wants addressed before a Final DEIR is completed and approved.<sup>4</sup>

- (1) Are the data and analyses presented in the DEIR adequate for evaluating and mitigating the impacts of the Project Alternatives?
- (2) If not, what additional data collection (studies) and analyses would be necessary to evaluate and mitigate the impacts of the Project Alternatives and, what would be the "ball-park" costs, and estimated times for completion for those studies and analyses?

---

<sup>2</sup> At the February 11, 2014 SWRCB Public Meeting, a number of people approached me, wanting to have tell me about their experiences at Lake Almanor. In addition, the two fishing guides, Tom Maumoyner and Jim Pleau, that I met on February 11<sup>th</sup>, were very willing to discuss their fishing experiences at Lake Almanor and so I plan to speak with them further.

<sup>3</sup> Based on communications to me from Randy Wilson, Sherrie Thrall, Leah Wills, and comments at the SWRCB meeting on February 11, 2015.

<sup>4</sup> Plumas County has voiced a number of concerns. However, this proposal addresses only those that are related to fishery resources and that, based on my professional judgment at this juncture, could be answered effectively.

## A.A. RICH AND ASSOCIATES

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R. Wilson-Plumas County/FERC 2105 Phase 2 Draft Proposal

February 24, 2015

Page 3

- (3) Is there a basis<sup>5</sup> for the determinations of “significance” and “insignificance” that is used to justify the proposed Project’s assessment of the impacts of implementing the Project Alternatives, including proposed mitigations?
- (4) How is the Adaptive Management process to be implemented, from a scientific cause-and effect perspective?
- (5) What is the scientific basis for the water temperature standards in the reservoirs and the North Fork Feather River (NFFR)?
- (6) Are the theories/hypotheses used to identify potential project impacts and mitigation measures in the DEIR viable, from a scientific perspective?
- (7) What scientific evidence is presented in the DEIR that rainbow trout in Lake Almanor and Butt Valley Reservoir and their tributaries are not self-sustaining and is there evidence to support a self-sustaining fishery in the reservoirs?
- (8) How do current baseline water temperature data from June to mid-September in Lake Almanor and Butt Valley Reservoir compare with those used in the DEIR?
- (9) What is the scientific basis for the DEIR’s contention that the rainbow trout in Lake Almanor and Butt Valley Reservoir do not exhibit thermal stress under current conditions during the summer months?
- (10) Are whirling disease and *Ceratomyxa* Shasta disease factors that should have been addressed in the DEIR and, if so, how should they be managed?
- (11) What is the effect of recreational trout fishing on the natural spawning capacity of the rainbow trout in the tributaries of Lake Almanor and Butt Valley Reservoir?

---

<sup>5</sup> The definitions of “significance” and “insignificant” are different under CEQA and NEPA than they are for science (i.e., statistically-sound scientific basis).

R. Wilson-Plumas County/FERC 2105 Phase 2 Draft Proposal  
February 24, 2015  
Page 4

If the DEIR does not address any of the aforementioned questions adequately, than those omission (s) will be addressed. And, it is quite possible that, without further data/studies, some of the questions listed above will not be able to be answered, with regard to the fishery resources. Also, there may be additional questions that come up as I do my analysis. If so, I will present them to you and you and the others can decide whether or not they are important enough for the County for me to address.

**B. OBJECTIVE**

The overall objective is to answer the above-listed questions, with regard to fishery resources, specifically the rainbow trout.

**C. METHODS TO BE USED TO ACHIEVE THE OBJECTIVE**

**1. Overview**

To address the questions identified in "A", the following Tasks would be undertaken:

**Task 1: DEIR (and Appendices) Review**

**- Notice of Availability**

This is important to read because it is the only place that one can find a description of the preferred project (p. 4). Neither of the alternatives analyzed in the DEIR is the preferred project; the preferred project is only part of one alternative; there is no separate technical analysis of the preferred project.



R. Wilson-Plumas County/FERC 2105 Phase 2 Draft Proposal  
February 24, 2015  
Page 5

- Chapters 1-5, selections of Chapter 6 and Appendices A, B, C, E, E-1, F, and J

Appendix A: (2004 Settlement Agreement)

Appendix B (Public Comments in 2005). This Appendix shows the depth of opposition to the thermal curtains and provides a lot of perspective.

Appendix C (Recreation, including angling)

Appendix D (Level 1&2)

Appendix E (Level 3)

Appendix E1 (Supplemental temperature modeling) (more recent modeling).

Appendix F: This document provides an additional technical analysis of thermal benefits for fisheries. Together, these two appendices (E-1 and F) are the heart of the technical analysis since the Level 3 Report was released. However, the analysis one would hope to find, is missing (see note on Appendix J, below).

Appendix J: Buried in this document is the rationale, on page 32, for eliminating an alternative that the County and the NGO's could live with:

*"The increased turbine bypass flows at Canyon Dam reduces the amount of energy available to produce power. So long as the remaining water can be stored and released at the most valuable time, the ability to provide ancillary services is not impacted. A/S provision requires little additional energy as it is the option to generate, not actual power production that is the embodied value. However, diverting 600 cfs in Alternative 4d does reduce the available storable or "pondage" water so as to impair the ability of the powerhouses to provide ancillary services. This means that the 247 MW of controllable project capacity would have to be replaced with alternative generation. Given the load-following and reserve characteristics of Caribou #1 and #2, this would almost certainly have to be a CT. Based on the cost of constructing CTs derived by the CEC from a survey of California power plants supplemented by estimates from other agencies, building a new replacement plants would cost \$208 to \$369 million (CEC 2010). Energy production could be replaced with the system incremental resources available from existing resources on the power grid."*

R. Wilson-Plumas County/FERC 2105 Phase 2 Draft Proposal  
February 24, 2015  
Page 6

The DEIR presents no technical evidence that supports the conclusion above. The California Sportfishing Protection Alliance (CSPA) has asked for it. SWRCB staff have said that they will provide what it has, but the CSPA has not seen it. Without the evidence, it is not possible to even look for a solution that might work, assuming that the conclusion is true (for example, shorter duration of 600 cfs release, variance of volume of release based on measured temperature downstream, etc.).

**Task 2:        Collection and Review of other Relevant Documents and Data**

- Scientific References in Chapter 6.6 (Fisheries) that are relevant
- Scientific References (thermal, primarily) that we have in our scientific library and some that I will need to have one of my biologists obtain from the U.C. library system, and some, if available, from PG&E's files (they did a lot of research on this system and I don't know what is available to review. But, as PG&E has used the results of their data to form many of their conclusions in the DEIR, it is important for me to review as much as I can.)
- More recent water temperature data than was used in the DEIR
- Oxygenation at Lake Camanche-just get the basics
- Some review and analysis of previous (2004) DEIS
- Fish surveys other than those from PG&E files
- Angling records and information from fishermen

**Task 3:        Critique of the Maximum Weekly Average Temperature (MWAT) Equation**

This equation was created as a hypothesis back in 1977 by an agency biologist. No one ever validated the model. In 1999, when I was selected to be part of a science panel for the then-called California Department of Forestry, by then-governor Pete Wilson, I invalidated the MWAT using real-life examples. I will not spend a lot of time on this as it can be time-consuming. However, I believe it is very important to know whether or not there is a firm scientific basis for the thermal modeling conducted by Stetson Engineers.

## A.A. RICH AND ASSOCIATES

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February 24, 2015  
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**Task 4:**      **Design a Diagram Depicting Chronic, Lethal, and Optimal Ranges for Rainbow Trout Reported in the Scientific Literature and, if possible, identify optimal ranges for the various aquatic habitats**

This Task will assist in addressing Questions 1-6, and 8 and 9 on pages 2 and 3 of this Proposal.

**Task 5:**      **Review of Dr. Gina Johnston's Scope of Work and Report**

Although Dr. Johnston and I have different Scopes of Work, she and I discussed the benefits of reviewing one another's Scope of Work and Draft Reports so that we do not duplicate effort, with regard to water temperature and water quality issues.

**Task 6:**      **Report (Draft and Final)**

There will be one Draft Report and one Final Report. The Final Report will integrate/add comments received from the Draft Report. I anticipate one conference call, as well, so we can all discuss the Draft Report. Or, below, I have included an **Optional Task 7:** Meet to Discuss Draft Report

**Task 7 (Optional):** **Meeting to Discuss Draft Report**

I find that it is always better to meet face-to-face with people, so I have included an Optional Task for meeting to discuss the Draft Report if you and others would like to have such a meeting in Chester.

**Task 8:**      **Ongoing Emails and Phone Calls**

In this day and age of emails, considerable time is spent writing and responding to emails. This Task includes conversations with relevant parties, including fishermen and others knowledgeable about the fishery resources in the area.

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### III. COST ESTIMATES FOR PHASE 2<sup>6</sup>

The following estimated costs are just that, estimations. Based on previous experience, they are probably on the low side. I certainly will not exceed the total estimated amount, without approval by Sherrie. Some Tasks may require more time and, hence, money, and some Tasks may require less time.

**Task 1:**      **DEIR (and Appendices) Review**

Estimated Cost:      \$3,500

**Task 2:**      **Collection and Review of other Relevant Documents**

Estimated Cost:      \$4,000

**Task 3:**      **Critique of the (Maximum Weekly Average Temperature (MWAT) Equation**

Estimated Cost:      \$1,000

**Task 4:**      **Design a Diagram Depicting Chronic, Lethal, and Optimal Ranges for  
Rainbow Trout reported in the Scientific Literature**

Estimated Cost:      \$1,000

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<sup>6</sup> Per the attached Fee Schedule

## A.A. RICH AND ASSOCIATES

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R. Wilson-Plumas County/FERC 2105 Phase 2 Draft Proposal  
February 24, 2015  
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**Task 5:**      **Review of Dr. Gina Johnston's Scope of Work and Report**

Estimated Cost:      \$1,000

**Task 6:**      **Report (Draft and Final)**

Estimated Cost:      \$7,500

**Task 7:**      **Optional Meeting to Discuss Draft Report**

Estimated Cost: \$3,000

**Task 8:**      **Ongoing Emails and Phone Calls**

Estimated Cost:      \$2,000

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**Tasks 1-7:**      **\$20,000**

**Tasks 1-8 (including Optional Task 7)**      **\$23,000**



**A.A. RICH AND ASSOCIATES**

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R. Wilson-FERC 2105 DEIR Proposal for Phase 2 Work  
February 24, 2015  
Page 10

**Standard Fee Schedule  
(January 2015)**

***Personnel***

Hourly fees by personnel classification are as follows:

***Labor******Principal***

General Rate	\$ 165.00
Expert Witness Preparation, Depositions, and Oral Testimony	\$ 450.00

***Project Staff***

Fisheries Field Supervisor	\$ 85.00
Fisheries Technicians	\$ 55.00
Administrative Assistant	\$ 55.00

***Other Direct Costs***

Photocopies	
Black and White	\$ 00.15/copy
Color	\$ 1.50/copy
Fax	\$ 1.50/page
Mileage	\$ 00.585/mi
Per Diem (per person)	\$ 150/day

**Purchased Services**

All purchased services are invoiced at cost plus 15%. These include, but are not limited to, photocopies, long distance telephone calls, rented or leased equipment, per diem, and expendable supplies.





COPY

Services Agreement

This Agreement is made by and between the PLUMAS COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), and A.A Rich and Associates, a sole proprietorship (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 Five Thousand Dollars (\$5,000).
3. Term. The term of this agreement shall be one year from January 29, 2015 through January 30, 2016, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds except for services already provided, but not yet paid 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

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS

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14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile

liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 20, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

21. 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

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS RTR

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

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

County:

Planning Department  
County of Plumas  
555 Main Street  
Quincy, CA 95971  
Attention: Randy Wilson

Contractor:

A.A. Rich and Associates  
150 Woodside Drive  
San Anselmo, CA 94960  
Attention: Alice A. Rich Ph.D., Owner/Fisheries Consultant,  
[alice@aarichandassociates.com](mailto:alice@aarichandassociates.com) 415-485-2937

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

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

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS ARR

**CONTRACTOR:**

A.A Rich and Associates, a sole proprietorship

By: 

Name: Alice A. Rich Ph.D.

Title: Owner/Fisheries Consultant

Date signed: 2/5/15

**COUNTY:**

Plumas County, a political subdivision

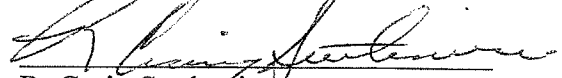
By: 

Name: Kevin Goss

Title: Chair/Purchasing Agent

Date signed:

**APPROVED AS TO FORM:**



R. Craig Settlemire

Plumas County Counsel

## EXHIBIT A

### **SCOPE OF WORK FOR PHASE 1**

#### **Task 1: Field Visit/Review Area/Meet with Knowledgeable Persons**

Tour the Lake Almanor and Butt Valley Reservoir area and to meet with County staff, local fish organization members, and other interested residents and fishery professionals. To the extent that can be done in a one-day visit, that would be great. I anticipate that I would drive up and arrive the evening before, then have a full day with all on the next day, and drive home the next day.

#### **Task 2: Review Selected Portions of the DEIR**

As the DEIR and relevant documents would be too time-consuming to review in a rigorous fashion, I propose to review selected sections (and perhaps selected portions of relevant documents) to: (1) provide myself with a general understanding of the proposed project; (2) identify thermal issues; and, (3) determine what would be the most effective, and economical, process to provide a critique of the water temperature issues (and supporting documentation), including determining whether or not the DEIR addresses these issues in a manner that would preserve and protect the trout in Lake Almanor.

#### **Task 3: Letter Report providing Scope of Work**

Provide a Scope of Work to Critique the DEIR (Phase 2). This Scope of Work would probably include general Tasks such as: (1) What portions of the DEIR and what specific documents would be most relevant for me to review, from the standpoint of "bang for the buck"; (2) Sitting down and discussing the Scope of Work with relevant persons who had been following this project for years to "fine-tune" what Tasks would be most helpful and to provide me with information that would be useful for me to carry out my critique; and, (3) "Ballpark" Costs for each of the Tasks. I anticipate that the Scope of Work for Phase 2 would be "fine-tuned", once I had a chance to review and discuss it with County staff and other relevant parties.

## EXHIBIT B

### A.A. RICH AND ASSOCIATES

Alice A. Rich, Ph.D.  
Principal

150 Woodside Drive  
San Anselmo, CA 94960  
Tel: (415) 485-2937  
Fax: (415) 485-9221  
alice@aarichandassociates.com  
www.aarichandassociates.com

#### **Standard Fee Schedule**

*(January 2015)*

##### ***Personnel***

Hourly fees by personnel classification are as follows:

##### ***Labor***

##### ***Principal***

General Rate \$ 165.00

Expert Witness Preparation,

Depositions, and Oral Testimony \$ 450.00

##### ***Project Staff***

Fisheries Field Supervisor \$ 85.00

Fisheries Technicians \$ 55.00

Administrative Assistant \$ 55.00

##### ***Other Direct Costs***

Photocopies

Black and White \$ 00.15/copy

Color \$ 1.50/copy

Fax \$ 1.50/page

Mileage \$ 00.585/mi

Per Diem (per person) \$ 150/day

##### **Purchased Services**

All purchased services are invoiced at cost plus 15%. These include, but are not limited to, photocopies, long distance telephone calls, rented or leased equipment, per diem, and expendable supplies.

Compensation for services for the Contractor shall be at a rates as specified above and not to exceed \$5,000 in total compensation. Invoices shall be submitted to the Planning Director. The invoices shall contain details on the work performed, hours spent and by type of staff-Principal or Project Staff and other Direct Costs in accordance with the above fee schedule. Invoices will be paid within 30 days of submittal to the Planning Director.





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**PLUMAS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE DIVISION**


1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268  
*Robert A. Perreault, Jr., P.E.*                      *Director of Public Works*

**AGENDA REQUEST**

For the March 10, 2015 Meeting of the Board of Supervisors

Date: March 2, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

Subject: Plumas County Solid Waste Program – Continuing Discussions Between Public Works staff and a Committee of Sierra County Regarding Potential Acceptance of Sierra County Solid Waste by the Plumas County Solid Waste Program; discussion, possible action and/or direction to staff

**BACKGROUND:**

On October 6, 2014, acting in response to a request from the Sierra County “Public Works, Roads and Solid Waste Standing Committee,” Plumas County Public Works staff members Bob Perreault and John Kolb attended a meeting of the Committee to comment on the current status of Plumas County solid waste matters and to participate in a question-and-answer session with the Sierra County officials. (It is noted that Ricky Ross and Richard Ross were also present in the audience.) As previously reported by staff to the Plumas County Board of Supervisors, Sierra County may be interested in considering an agreement with Plumas County that would enable solid waste from Sierra County to be transported to and received at the Delleker Transfer Station.

Public Works staff reported the results of the meeting to the Plumas County Board of Supervisors on November 4, 2014, including the fact that the Sierra County Committee had directed their solid waste consultant to update estimated program costs associated with options available to Sierra County, anticipating that such work would take a few months to complete. The November 4<sup>th</sup> status report to the Board concluded with an understanding that Public Works staff would return to the Plumas County Board of Supervisors at such time the Sierra County Committee desired to continue the dialogue with Plumas County.

The Sierra County solid waste consultant has completed its work and their report was discussed by the Sierra County Committee at its meeting conducted on February 10, 2015.

Discussions at this time remain exploratory, as other options still being considered by Sierra County include: usage of the Truckee Materials Recovery Facility, direct transport to the Lockwood Landfill and diversion of “west slope waste” to the Ostrom Road Landfill in Yuba County.

Inasmuch as the Sierra County “Public Works, Roads and Solid Waste Standing Committee” includes 2 Sierra County Supervisors in the composition of its Committee, Public Works staff is requesting that the Plumas County Board of Supervisors designate two (2) of its Supervisors to join Public Works staff in any subsequent staff meetings between the 2 Counties.

It is clarified that any such meetings will be for discussion only and any matters pertaining to new policy would remain a decision of each respective Board of Supervisors.

**RECOMMENDATION:**

The Director of Public Works respectfully recommends that the Plumas County Board of Supervisors vote to:

Identify two (2) Plumas County Supervisors to participate with Public Works staff in continuing discussions at the committee/staff level with Sierra County to further explore issues pertaining to an agreement that would enable solid waste from Sierra County to be transported to and received at the Delleker Transfer Station in Plumas County.

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**PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS**

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

Robert A. Perreault, Jr., P.E., Director

Joe Blackwell, Deputy Director

**AGENDA REQUEST**

for the March 10, 2015 meeting of the Plumas County Board of Supervisors

March 2, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: Approve a budget transfer in the amount of \$200,000 from the Road Department Contingency Account to a Fixed Asset Account for the purchase of a Panel Truss Bridge.  
**Four/Fifths vote.**

Background:

The Department has current projects and future projects that will require a temporary bridge crossing in order to maintain public access during construction periods. Current projects are:

1. Bailey Creek Bridge Replacement on the County Road 322A, Work Order #342 in 2015 and 2016 and,
2. Snake Lake Road Bridge Replacement on County Road 435 over Spanish Creek, Work Order #470 in 2016.

In addition, the Department desires to have temporary bridging material available for Department use in the event of natural disasters or emergencies.

Caltrans and FHWA have agreed that the new temporary bridge can be used on State and Federally-funded projects at an agreed rental rate of \$3,500/month. The Department cannot collect more than the original purchase price of the bridge. The Department will store the bridging in the Quincy Maintenance Yard by providing a brook crossing over Mill Creek after the rental reimbursements have reached their maximum. Thereafter, the structure will still be available to be disassembled and moved to storm damage sites, as needed.

The Road Department did not anticipate this purchase at the time the FY 14/15 Road Budget was prepared. The County Auditor has reviewed and approved this contingency budget transfer.

Recommendations:

The Director of Public Works respectfully recommends that the Board of Supervisors vote to:

1. Approve the proposed budget transfer.
2. Authorize the Department to solicit bids for panel truss bridging materials.
3. Authorize the Director of Public Works to purchase a Panel Truss Bridge from the lowest qualified bidder.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: PW - Road Dept. No: 20521 Date 2/18/2015

The reason for this request is (check one):

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

**Approval Required**

Board  
 Board  
 Board  
 Auditor  
 Auditor

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0002	20522	528400	Contingencies	200,000.00
Total (must equal transfer to total)				200,000.00

☒ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0002	20521	54	Acq. Panel Truss Bridge	200,000.00
Total (must equal transfer to total)				200,000.00

**Supplemental budget requests require Auditor/Controller's signature**

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



# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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

Robert A. Perreault, Jr., P.E., Director

Joe Blackwell, Deputy Director



## AGENDA REQUEST

For the March 10, 2015 meeting of the Plumas County Board of Supervisors

March 2, 2015

To: The Honorable Board of Supervisors

From: Robert Perreault, Public Works Director

A handwritten signature in black ink, appearing to read 'Robert A. Perreault', is written over the 'From:' line.

Subject: To approve a Resolution in support of Grant Applications recently submitted by Public Works to the California OHV Grant Program.

### Discussion:

The Department of Public Works has submitted preliminary applications for grant funding for the following OHV-related projects, located throughout Plumas County. The project names and the grant amounts requested for each project are listed as follows:

Project Title	Grant Request	Match	Total Project Cost
Development – Four Corners OHV Track	\$83,955	\$31,134	\$115,089
Planning – High Lakes Trail System	\$46,907	\$17,391	\$64,298
Education & Safety – Community Outreach & ATV/ROV Training Program	\$32,126	\$14,764	\$46,872

There is a 25% matching fund requirement for each application that will be satisfied by in kind activities from within the Public Works Department and interested volunteer stakeholders.

Attached are the Project Descriptions for each of the three (3) projects.

As part of the final application procedure, the Board of Supervisors needs to adopt a proposed Resolution. The attached Resolution has been approved as to form by County Counsel.

### Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors adopts the attached Resolution.

Attachments

## Project Description

### Four Corners OHV Track

**A. Statement of Activity or Project** - The Project Description shall provide sufficient clarity such that those not familiar with the Applicant or Project can understand what the Applicant intends to do.

Plumas County Public Works, in coordination with the Sierra Access Coalition (SAC) and the Plumas National Forest (PNF), is proposing to reconstruct and enhance the existing Four Corners OHV track. The existing track was constructed in 1996 using Forest Service funds.

As part of this project, the track will be widened to accommodate passing, jumps will be reconstructed for safety and site drainage will be improved to eliminate existing ponding. Boulders will be placed around the perimeter of the site to prevent large vehicles from entering the site and damaging the track. The existing parking lot will be graded to provide proper drainage and graveled to provide a stable surface. Signage will be placed near the track entrance that will display track rules, safety information, and a map of the nearby Mount Hough Trail System.

**B. Relation of Proposed Project to OHV Recreation** - Describe how the proposed Project relates to OHV Recreation and will add to, enhance, or otherwise sustain OHV Recreation or OHV Opportunity in the Project Area:

The proposed project is to re-construct the existing race track that has been designated for OHV use. The parking lot will be utilized as a trailhead for the Mount Hough Trail System.

**C. Size of the Proposed Development** - Provide the size of the proposed development:

The Four Corners OHV track is 2,350 feet in length and is located on 5.25 acres, managed by the Plumas National Forest.

**D. Timeline for Project Completion** - Attach a timeline for the Project completion:

See Work Plan

**E. Location and Description of OHV Opportunities** - Provide the location(s) of existing OHV Opportunities in and around the Development and how the Project will affect or relate to those opportunities:

The proposed project will enhance connectivity between numerous recreation and OHV opportunities situated in central Plumas County, the largest of those opportunities being that of the Mount Hough Trail System and the Plumas County Multi-Use Network.

The Mount Hough Trails System encompasses approximately 10,000 acres, and once complete, will include 35 miles of motorized single track and ATV trails. The Mount Hough Trail System provides access to numerous areas of interest, including: dispersed campsites, Mount Hough fire lookout, Crystal Lake for swimming and fishing, popular rock climbing spots and several birding locations. The Mount Hough Trail System is also adjacent to the South Park Trail System; a 17-mile long non-motorized trail network open to equestrians, hikers and mountain bikers. The two networks are separated only by a gravel road, allowing non-motorized users immediate access to both systems, for a total of 52 miles of recreational trails.

# Project Description

## High Lakes OHV Area

### Mapping and Access Planning Report

**A. Statement of Activity or Project** - The Project Description shall provide sufficient clarity such that those not familiar with the Applicant or Project can understand what the Applicant intends to do.

Over the past several years, there has been an increase in the number of Search & Rescue callouts in Plumas County. In most cases, they are in areas that are unfamiliar to many team members. Plumas County Public Works in coordination with the Lassen National Forest staff, The Plumas National Forest staff, Search & Rescue (SAR) and the Sheriff's Department is proposing to submit a grant application through the State OHV program to create new maps for the High Lake OHV trail system. As part of the proposed grant, "all" routes in the area will be GPS mapped and videoed. Information gathered on each route will indicate what type of travel is allowable (motorized vs. non-motorized), suggested vehicle type (foot, single-track, ATV, UTV, 4x4), difficulty rating, and any other information that may be of importance. With the information that is gathered, Public Works staff will be able to produce a series of maps that is specific to each user group. Upon completion of the project, the public will have access to the maps.

Due to the remote nature and range of trail difficulty present in the High Lakes OHV area, Public Works is requesting funds to purchase a new side-by-side off-highway vehicle to aid in the inventory and mapping process. The UTV will be outfitted with GIS mapping equipment, video recording equipment, and radio communications to stay in contact while in the field. Once the project is complete, the UTV will also be used to perform yearly trail inspections to determine where maintenance efforts are required.

As part of this grant application, staff will also be reviewing connectivity throughout the trail system from a Search & Rescue and Law Enforcement standpoint. Staff will specifically be analyzing how to access Quincy, which is where SAR and Law Enforcement is based, and the High Lake OHV site in the most efficient manner possible. Following preparation of the new maps, staff will conduct planning discussions with the National Forests Staff with a goal of addressing prompt access needs from State Route 70 near Rock Creek to the upper High Lakes Area. Recommendations will be the deliverable product of the effort.

**B. Relation of Proposed Project to OHV Recreation** - Describe how the proposed Project relates to OHV Recreation and will add to, enhance, or otherwise sustain OHV Recreation or OHV Opportunity in the Project Area:

The primary focus of this project is to produce an accurate up to date map of the High Lake OHV Area. This map will inform the user of which routes are open to motor vehicle use as well as which areas are closed to that same use. By creating a user friendly map, users will be encouraged to stay on designated routes, thus reducing damage to natural resources and preventing trespass onto private property.

**C. Statement of Activities** - Provide a statement of the activity (ies) the Applicant proposes to undertake.

- Kick off meeting with Lassen National Forest Staff, Plumas National Forest Staff and other Stakeholders.



- Compile GIS mapping which depicts the location of existing routes throughout the High Lakes OHV Area.
- GPS mapping and video recording of all routes within the High Lakes OHV Area.
- Collection of additional information on each route such as allowable use, suggested vehicle type, and difficulty rating.
- Creation of publishable user friendly maps that accurately displays the information collected.
- Prepare a planning task report in coordination with LNF staff and PNF staff that summarizes the results of a planning effort to identify needs, if any, to improve access from State Route 70 to the Upper High Lakes Area to help facilitate SAR and Law Enforcement response.

**D. List of Reports** – Provide a list of reports, interim or final, or other documents to be produced:

- User friendly map(s) of the High Lakes OHV Area
- Planning Task Report on improvement of access from State Route 70 to the Upper High Lakes OHV Area.

## Project Description

### Community Outreach & ATV/ROV Training Program

**A. Statement of Activity or Project** - Provide a statement of the activity or product the Applicant proposes to create or undertake, including the primary message of Education projects:

The proposed project is to provide funding to place an information booth at several Community Events throughout the year. Attendees to the events will be able to gather information regarding the current state of OHV opportunities throughout Plumas County as well as OHV/OSV route maps and information on safe and proper use of the forest. Visitors to the booth will be asked to complete an electronic survey on their OHV use and what they feel is a current shortfall regarding OHV opportunities in Plumas County.

As part of this grant, it is also proposed to create an ATV/ROV education program to help enhance the overall safety of the OHV user in Plumas County. Through grant funding, Two (2) persons will be trained at classes that will allow them to thereafter provide ATV Safety Institute and ROHVA certification classes. Once training is complete, multiple classes will be provided at different locations throughout Plumas County as part of this grant.

**B. Relation of Proposed Project to OHV Recreation** - Describe how the proposed Project relates to OHV Recreation and will add to, enhance, or otherwise sustain OHV Recreation or OHV Opportunity in the Project Area:

Attendees to the events booth will be able to gather information regarding the current state of OHV opportunities throughout Plumas County as well as OHV/OSV route maps and information on safe and proper use of the forest. Information from the surveys will be used to direct future projects to help improve the OHV experience in Plumas County.

Students of the certification classes will learn the safe a proper use of their OHV vehicles as well as what type of safety gear is suggested and what is required while operating their vehicle.

**C. Identification of Needs** - Identification of needs the Project will address:

The purpose of this project is to provide a place where people can collect information on the current state of OHV/OSV opportunities throughout Plumas County. By bringing OHV/ROV certification to the area, new and current users will be encouraged to ride in a safe manner while at the same time protecting our natural resources.

**D. Location of Training or Services** - Provide the location where training or services will be conducted:

- Plumas-Sierra County Fair - August 12-16, 2015 (booth)
- Plumas County Picnic - June 6, 2015 (booth)
- Quincy Sled Wars - October ?, 2015 (booth)
- Various "Poker Runs"
- ATV safety course - Fall (Quincy)
- ROV safety course - Fall (Quincy)
- ATV safety course - Fall (Lake Almanor)
- ROV safety course - Fall (Lake Almanor)
- ATV safety course - Spring (Quincy)
- ROV safety course - Spring (Quincy)

- OHV safety course - Spring (Lake Almanor)
- UTV safety course - Spring (Lake Almanor)

**E. OHV Safety, Environmental Responsibility, and Respect Private Property** - If the proposed Project contains an Education element, provide a description of how the Project teaches OHV safety, environmental responsibility, and respect for private property:

Several informational pamphlets will be available at the booth to read through on OHV safety, environmental responsibility, and respect for private property. Maps will be provided which show approved OHV/OSV routes and areas off-limits to OHV use. The certification classes will teach OHV safety as well as encourage environmental responsibility and respect for private property.

**RESOLUTION NO. 15-**

**(APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA,  
DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS)**

**WHEREAS**, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

**WHEREAS**, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

**WHEREAS**, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

**WHEREAS**, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Plumas, State of California, Hereby:

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints Bob Perreault, Director of Public Works, as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project, subject to the terms and conditions of the Plumas County Purchasing Policy and other applicable County policies and procedures.

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 10th day of March, 2015, by the following vote:

**AYES: SUPERVISORS:**

**NOES: SUPERVISORS:**

**ABSTAIN/ABSENT: SUPERVISORS:**

\_\_\_\_\_  
Chair of the Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

**PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS**

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

Robert A. Perreault, Jr., P.E., Director

Joe Blackwell, Deputy Director



**AGENDA REQUEST**

for the March 10, 2015 meeting of the Plumas County Board of Supervisors

March 2, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: Approve Caltrans' Cooperative Agreement for Use of County Route A13 as a detour during the Construction of the Hamilton Branch Bridge Replacement Project on State Route 147.

Background:

Pursuant to California Streets and Highways Code (SHC) Section 93, Caltrans is authorized to construct, maintain and direct State Highway traffic onto a detour as may be necessary to facilitate movement of traffic where State highways are closed or obstructed by construction or otherwise.

Caltrans has completed design on a project proposing to replace the Hamilton Branch Bridge (No. 09-0065), located on State Route 147 (SR147) at post-mile 9.0, northeast of the Almanor Peninsula. In order to construct said improvements, Caltrans proposes to close a portion of SR147, which will require State highway traffic to be detoured onto County Route A13.

In anticipation of increased traffic caused by the detouring of State Highway traffic onto County Route A13, Caltrans will install temporary signage and striping on County Route A13. In addition, Caltrans will pay Plumas County a lump sum amount of \$185,000 under Cooperative Agreement #02-0146 to reimburse County for wear and tear incurred on County Route A13 while under Caltrans use for all reasonable additional expenses incurred by County in maintaining said local roadway as a detour and upon the completion of such usage, the costs of restoring the detour to its former condition.

A copy of the Caltrans' "Project Scope Summary Report," dated September 9, 2011, is on file at the Office of the Clerk of the Board of Supervisors and at the Headquarters of the Department of Public Works. The Report is available for public review during normal office hours.

A copy of the related Resolution is attached.

A copy of the Cooperative Agreement is attached.

County Counsel has reviewed and approved the Resolution and the Cooperative Agreement as to form.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors approve Cooperative Agreement No. 02-0146 with Caltrans for the use of County Route A13 as a detour during the Hamilton Branch Bridge Replacement on SR147 and authorize the Chair to execute the Cooperative Agreement.

Attachments

**RESOLUTION NO. 15-\_\_\_\_\_**

**RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS  
APPROVING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH  
CALTRANS FOR THE USE OF COUNTY ROUTE A13 AS A DETOUR DURING  
THE CONSTRUCTION OF THE STATE ROUTE 147 BRIDGE OVER HAMILTON  
BRANCH**

WHEREAS, under California Streets and Highways Code (SHC) Section 93, the State of California by and through its Department of Transportation ("CALTRANS") is authorized to construct, maintain and direct State Highway traffic onto a detour as may be necessary to facilitate movement of traffic where State highways are closed or obstructed by construction or otherwise; and

WHEREAS, CALTRANS's project to perform State Highway System (SHS) improvements consisting of replacing the Hamilton Branch Bridge (No. 09-0065), located on State Route 147 (SR147) at post-mile 9.0. In order to construct said improvements, CALTRANS will be closing a portion of SR147, which will require State highway traffic to be detoured onto County Route A-13 referred to hereinafter as "DETOUR;" and

WHEREAS, in anticipation of increased traffic caused by the detouring of SHS traffic onto DETOUR, CALTRANS will install temporary signage and striping on DETOUR; and

WHEREAS, CALTRANS will pay COUNTY a lump sum amount of \$185,000 under Cooperative Agreement #02-0146 to reimburse COUNTY for wear and tear incurred on DETOUR while under CALTRANS use for all reasonable additional expenses incurred by COUNTY in maintaining said local roadway as a detour and upon the completion of such usage, the costs of restoring the detour to its former condition.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the Chair of the Board of Supervisors is hereby authorized to execute the Cooperative Agreement #02-0146 on behalf of the County of Plumas.

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 March 3, 2015, by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSTAIN/ABSENT: SUPERVISORS:

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Kevin Goss  
Chair, Board of Supervisors

ATTEST:

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Nancy DaForno  
Clerk of the Board of Supervisors

## **COOPERATIVE AGREEMENT**

This Agreement, entered into effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as "CALTRANS", and the

COUNTY OF PLUMAS, a political subdivision of the State of California, referred to herein as "COUNTY".

### **RECITALS**

1. Under California Streets and Highways Code (SHC) Section 93, CALTRANS is authorized to construct, maintain and direct State Highway traffic on to detour as may be necessary to facilitate movement of traffic where State highways are closed or obstructed by construction or otherwise.
2. CALTRANS's project to perform State Highway System (SHS) improvements consisting of replacing the Hamilton Branch Bridge (No. 09-0065), located on State Route 147 (SR147) at post-mile 9.0, referred to hereinafter as "PROJECT." In order to construct said improvements, CALTRANS will be closing a portion of SR147, which will require to detour State highway traffic onto County Route A-13 referred to hereinafter as "DETOUR."
3. In anticipation of increased traffic caused by the detouring of SHS traffic onto DETOUR, CALTRANS will install temporary signage and striping on DETOUR.
4. CALTRANS will pay COUNTY a lump sum amount of \$185,000 to reimburse COUNTY for wear and tear incurred on DETOUR while under CALTRANS use.
5. The payment of those funds is CALTRANS' cash contribution in lieu of satisfaction of all its obligations under SHC 93 including but not limited to construction and maintenance of COUNTY roadway as detour and reimbursing COUNTY for all reasonable additional expenses incurred by COUNTY in maintaining said local roadway as a detour and upon the completion of such usage, the costs of restoring the detour to its former condition, excluding the removal of DETOUR signage/striping and re-application of striping to restore original flow of traffic.
6. CALTRANS and COUNTY will now define in this agreement the terms and conditions of CALTRANS' contribution towards the DETOUR.



## **SECTION I**

### **COUNTY AGREES**

1. That CALTRANS may direct State highway traffic into County Route A-13 which will serve as a detour for State highway until PROJECT can safely pass such traffic.
2. To submit an invoice to CALTRANS for a lump sum (single payment) of \$185,000, within sixty (60) working days after the award of the PROJECT's construction contract.
3. COUNTY shall be responsible for maintenance and for any necessary repairs during STATE highway traffic use of DETOUR. COUNTY shall resume normal operation and maintenance of DETOUR, at COUNTY's expense, after State highway traffic ceases to use DETOUR.
4. No encroachment permit will be required from COUNTY for CALTRANS to operate DETOUR.
5. To designate the following COUNTY representative through whom all communication between COUNTY and CALTRANS, relative to this Agreement, shall be channeled.

Robert Perreault  
Plumas County Public Works Director  
1834 E. Main St.  
Quincy, CA 95971  
(530) 283-6268

## **SECTION II**

### **CALTRANS AGREES:**

1. To notify COUNTY of PROJECT's award to construction contract within ten (10) working days.
2. To pay invoice from COUNTY, in the amount of \$185,000, using State Highway Operation and Protection Program (SHOPP) funds, within forty-five (45) working days of receipt of COUNTY's invoice.
2. The total amount payable by CALTRANS to COUNTY under this Agreement shall not exceed \$185,000, unless CALTRANS authorizes a greater amount in a formal amendment to this Agreement.
3. To properly vacate DETOUR when traffic is directed back on the SHS.

4. To provide the following State representative through whom all communication between CALTRANS and COUNTY, relative to this Agreement, shall be channeled.

Rob Burnett, Caltrans, Project Manager  
1031 Butte Street  
Redding, CA 96001  
(530) 225-3439

### **SECTION III**

#### **IT IS MUTUALLY AGREED:**

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of resources of funds by the California Transportation Commission (CTC).
2. CALTRANS payment of \$185,000 to COUNTY, represents CALTRANS' cash contribution, in lieu of performance of all its obligations under SHC 93 including but not limited to COUNTY's effort towards construction and maintenance of DETOUR, and reimbursing COUNTY for all reasonable additional expenses incurred by COUNTY in said the maintenance of DETOUR and upon the completion of such usage, the costs of restoring the detour to its former condition, excluding the removal of DETOUR signage/striping and re-application of striping to restore original flow of traffic. If the DETOUR is needed for more than one construction season, CALTRANS and the COUNTY shall negotiate additional payments to reimburse the COUNTY for maintenance of the DETOUR.
3. Should any portion of PROJECT be financed with Federal funds or CALTRANS gas tax funds, all applicable laws, regulations and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.
4. Nothing within the provisions of this Agreement is intended to create rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the State highways and public facilities different from the standard of care imposed by law.
5. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under this Agreement.

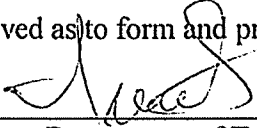
6. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless COUNTY and all its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
7. The Agreement will terminate when DETOUR ceases to be operated as detour, or on December 31, 2017, whichever is earlier in time. However, all indemnification, document retention, audit, claims, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

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EDWARD B. LAMKIN  
Deputy District Director  
D2 Programming & Project Management

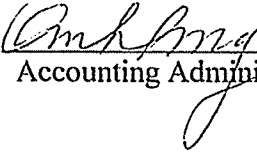
Approved as to form and procedure:

  
\_\_\_\_\_  
Attorney, Department of Transportation

Certified as to funds:

\_\_\_\_\_  
District Budget Representative

Certified as to financial terms and policies:

  
\_\_\_\_\_  
Accounting Administrator

**COUNTY OF PLUMAS**

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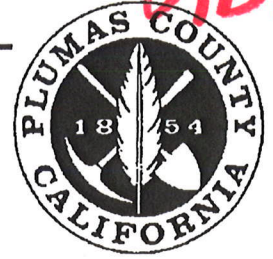
KEVIN GOSS  
Chair, Board of Supervisors

Approved as to form and procedure:

\_\_\_\_\_  
R. CRAIG SETTLEMIRE  
County Counsel

# 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



## **AGENDA REQUEST**

for the March 10, 2015 Meeting of the Plumas County Board of Supervisors

March 2, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, which appears to read 'Robert A. Perreault', is written over the 'From:' line.

Subject: Authorize Chair to Execute an Agreement Between Plumas County and the Indian Valley Community Services District Pertaining to the Greenville Water System and Sewer System Repair Project

## **Background:**

The Indian Valley CSD (IVCSD) is responsible for making timely repairs to its water and sewer systems within the project area of the Caltrans' State Route 89 highway improvements project in Greenville.

During 2014, the Board of Supervisors authorized the IVCSD water and sewer utility repairs project to be funded through the use of Proposition 50 funding. Furthermore, the Department of Public Works has been authorized by the Board of Supervisors to assist the IVCSD by designation of Public Works as the lead agency for design, construction and project administration of the water and sewer utility repairs project.

Public Works staff and County Counsel have been negotiating a draft "Agreement on Administration and Funding" with IVCSD staff, including Atty. James Reichle.

On March 1, 2015, the IVCSD Governing Board convened in a special meeting to consider the final draft of the above referenced "Agreement" for the above captioned repair project. On that date, the IVCSD Governing Board voted unanimously to adopt the Agreement. Attached is a copy of the Agreement as executed by the IVCSD Governing Board officials.

## **Recommendation:**

Public Works staff respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute the proposed Agreement.

Attachment

**AGREEMENT ON ADMINISTRATION AND FUNDING.**

**Between the**

**INDIAN VALLEY COMMUNITY SERVICES IVCSO**

**And the**

**COUNTY OF PLUMAS**

**For the**

**GREENVILLE WATER SYSTEM AND SEWER SYSTEM REPAIR PROJECT**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Indian Valley Community Services District, a political subdivision of the State of California, hereinafter referred to as "IVCSO", and the COUNTY of PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES".

**SECTION I**

**RECITALS**

1. WHEREAS, the California Department of Water Resources is providing funding for certain projects, utilizing Proposition 50 funds; and
2. WHEREAS, COUNTY has received funding from Proposition 50 funds for the "Indian Valley Community Services District – Greenville Water System and Sewer System Repair Project", hereinafter referred to as the "PROJECT"; and
3. WHEREAS, completion of such IVCSO construction repairs is critical to the construction schedule of the Caltrans Route 89 Rehabilitation Project (02-0E2401) and the abutting Plumas County Highway Improvements Project; and
4. WHEREAS, the "Greenville Water System and Sewer System Repair Project - Work Plan," hereinafter referred to as the "WORK PLAN," as shown on Exhibit A, attached hereto and made a part of this Agreement; identifies water and sewer system repairs within the community of Greenville for the benefit of the IVCSO; and
5. WHEREAS, Modifications to this WORK PLAN, necessary to implement the project by the project's completion deadline of December 31<sup>st</sup>, 2015, are set forth herein.
6. WHEREAS, this Agreement addresses COUNTY and IVCSO responsibilities associated with the administration of the Greenville Sewer and Water System Repair Project; and
7. WHEREAS, COUNTY, through its Department of Public Works possesses the expertise and resources to perform design and construction management and administration services as the County's lead agency in the administration of this Agreement; and
8. WHEREAS, IVCSO has determined that the PROJECT will serve the general public interest of the residents of Greenville and the IVCSO; and

9. WHEREAS, COUNTY is able to provide construction management and administration services, pursuant to the terms and conditions set forth in this agreement.

NOW THEREFORE BE IT RESOLVED THAT:

## SECTION II

### AGREEMENT

- A. Scope of Work. This agreement establishes a procedure for project administration and grant management duties, as follows:

1. The IVCS D hereby designates a IVCS D Manager, as follows:

Jesse Lawson  
General Manager/Chief Operator  
Indian Valley Community Services IVCS D

2. The COUNTY hereby designates a Project Manager, as follows:

John Mannle, P.E.  
Associate Engineer  
Plumas County Public Works

3. The Plumas County Department of Public Works, hereinafter referred to as PUBLIC WORKS, is designated as the lead agency in the administration of this agreement.
4. PUBLIC WORKS will seek input from the IVCS D Manager, as the project progresses, and provide communication to the Project Manager about important developments.
5. PUBLIC WORKS will be responsible for satisfying the grant administration requirements set forth in the Proposition 50 Grant, referenced above. PUBLIC WORKS will periodically keep the IVCS D Manager informed of its grant-related actions.
6. PUBLIC WORKS will be responsible for the preparation of the design plans and specifications, including construction bid documents. In fulfilling this responsibility, PUBLIC WORKS intends to select a firm to provide professional engineering services, all in accordance with the Plumas County Purchasing Policy.
7. PUBLIC WORKS will conduct the bid solicitation process with respect to publically soliciting bids from contractors who wish to perform work on the PROJECT. Such bid solicitation process may include, but is not necessarily limited to, reviewing the bid solicitation package, the requirements for responding to a bid, the draft contract for winning bidders, and related tasks.
8. After the bid opening date, PUBLIC WORKS will review bids and determine which bids are compliant and from responsible bidders. PUBLIC WORKS will recommend award of a construction contract, to be awarded by the Plumas County Board of Supervisors.

9. PUBLIC WORKS will conduct a pre-construction kickoff meeting, including the IVCS, the Contractor on the PROJECT, and any other PROJECT stakeholders deemed necessary by PUBLIC WORKS.
  10. PUBLIC WORKS and/or its Consultant will conduct construction inspection and resident engineering;
  11. PUBLIC WORKS and/or its Consultant will verify with the contractor that any necessary testing under State, federal, or local laws or regulations has been timely performed;
  12. PUBLIC WORKS and/or its Consultant will communicate with IVCS and the relevant contractor(s) to ensure that any forms or reports necessary under the terms of the PROJECT Grant or under State, federal, or local laws or regulations are completed and filed on a timely basis;
  13. The participation of the COUNTY and PUBLIC WORKS on the project shall not operate in any way as a waiver to any party, including IVCS, of the need to comply with applicable COUNTY law, including but not limited to the Plumas County Code, COUNTY regulations, including the COUNTY Purchasing Policy, and required COUNTY fees.
  14. The COUNTY, PUBLIC WORKS and its Consultant shall not be responsible for informing any party of the existence or applicability of laws or regulations that were enacted by entities other than Plumas County.
- B. COUNTY shall administer Proposition 50 funds necessary to complete the water and sewer system repairs outlined generally in the WORK PLAN as may be modified during the course of design and construction of this PROJECT.
- C. COUNTY shall be reimbursed from Proposition 50 funds, as authorized by the California Department of Water Resources (DWR), for tasks associated with the administration and construction necessary to implement the WORK PLAN. These tasks shall include, but are not necessarily limited to:
- Project management and oversight
  - Project scheduling
  - Project monitoring
  - Project invoicing and reporting
- PUBLIC WORKS will invoice the project funds and send a copy of transactions to the Proposition 50 Invoice Consultant, as designated by the Plumas County Planning Department.
- D. The COUNTY reimbursement rate for employee costs, mileage, and incidentals shall be as set forth below:
1. The employee hourly rate as set forth in the "Plumas County Master Fee Schedule" in effect at the time the work is performed.



2. The COUNTY's current mileage reimbursement rate.
3. Any consultant fees and charges, without mark up.
4. Direct cost, without markup, for incidental charges.

E. The COUNTY shall implement the following billing procedure:

1. Invoices for work performed shall be submitted to the State for reimbursement no more frequently than once every 30 days. IVCSD shall be provided with a copy of each invoice submitted to the State.
2. For every invoice submitted to the State for reimbursement, an invoice shall be submitted to the IVCSD for payment of the required 10% retainage.

F. COUNTY and IVCSD acknowledge that funding or portions of funding for this agreement are contingent upon availability and receipt of Proposition 50 funds. If such funding and/or appropriations are not forthcoming or otherwise limited, COUNTY may immediately terminate or modify this Agreement without penalty. Work performed prior to date of termination will be compensated for. In the event the successful bidder's bid exceeds the estimates provided in the Work Plan, or in the event unforeseen underground conditions that increase costs are encountered, or in the event any other events or conditions are encountered that were not addressed in the estimates provided in the Work Plan, the PROJECT scope will be revised by COUNTY so that it may be accomplished with available Proposition 50 grant funds allocated to this PROJECT. Under no circumstances will COUNTY be obligated to provide any funding to the PROJECT from COUNTY's funds or any other source. It is the intent of the Parties that COUNTY be merely a pass-through for any Proposition 50 funds designated for the PROJECT and that COUNTY be fully reimbursed for its time and expenses incurred in assisting in the administration of the PROJECT.

G. IVCSD agrees to do the following:

1. IVCSD will establish a line of credit in an amount not less than One Hundred Twenty Nine Thousand Dollars (\$129,000) with Plumas Bank in order to finance the ten percent (10%) Proposition 50 grant reimbursement retention pending the final grant close-out.
2. IVCSD shall grant to a designated COUNTY representative, the authority to withdraw funds using the line of credit, when as needed, to reimburse the COUNTY and other providers for the required 10% retainage. Upon the final Proposition 50 grant close-out, and upon receipt of the 10% retainage from the State, COUNTY shall reimburse the IVCSD share of the retainage to IVCSD. While the final Proposition 50 grant close-out is anticipated as of December 31, 2015, COUNTY and the State may in their sole discretion agree to extend the close-out date and thereby extend the date for reimbursement to the IVCSD. To the extent Proposition 50 reimbursement funds remain at grant closeout after all other claims are paid, including those of County, IVCSD shall be entitled reimbursement for all costs necessary to establish and maintain the line of credit including but not limited to interest and loan origination costs if allowed by the grant conditions.

3. IVCSD hereby consents to the work to be done on its water and sewer system as described in the Work Plan, as modified by this agreement.
4. IVCSD delegates to PUBLIC WORKS the authority to act as signatory to the Construction Plans and Specifications necessary for completion of the repairs outlined generally in the WORK PLAN, as modified by this agreement.

#### H. PREVAILING WAGES:

1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. COUNTY and/or IVCSD must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY'S and/or IVCSD's own forces is exempt from the Labor Code's Prevailing Wage requirements.
2. Requirements in Subcontracts – COUNTY and/or IVCSD shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY's and/or IVCSD's contracts

#### I. INSURANCE:

1. SELF-INSURED - COUNTY is self-insured. Upon request in writing, COUNTY agrees to deliver evidence of self-insured coverage in a form satisfactory to IVCSD.
2. SELF-INSURED using Contractor - Any work performed on this PROJECT is done under contract, COUNTY shall require the contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the COUNTY and IVCSD, their respective officers, agents and employees as the additional insureds in an amount of \$1 million per occurrence and \$2 million in aggregate. Upon request in writing, coverage shall be evidenced by a certificate of insurance in a form satisfactory to the IVCSD that shall be delivered to the IVCSD with a signed copy of this Agreement.

J. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES.

K. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES.

L. NOTICES - Any notices, documents, correspondence or other communications concerning

this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO IVCSD:

Jesse Lawson  
General Manager/Chief Operator, IVCSD  
127 Crescent Street  
Greenville CA. 95947  
Telephone: (530) 284-7224  
Facsimile: (530) 284-0894  
E-Mail: jesselawson@frontiernet.net

IF TO COUNTY:

Robert A. Perreault, Jr., P.E.,  
Director of Public Works  
1834 East Main Street  
Quincy, CA 95971  
Telephone: (530) 283-6268  
Facsimile: (530) 283-6323  
E-Mail: bobperreault@countyofplumas.com

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

M. THE PARTIES AGREE AS FOLLOWS:

1. 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.
2. Non-Discrimination. The Parties agree 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.
3. Choice of Law. The laws of the State of California shall govern this agreement.
4. 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.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

**IVCSD:**

Indian Valley Community Services IVCSD

By: Brad Smith

Name: Brad Smith

Title: Chair, Indian Valley Community Services IVCSD

Date signed: 3-1-15

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

APPROVED AS TO FORM:

James Reichle  
James Reichle  
IVCSD Counsel

**COUNTY:**

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

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

Name: Kevin Goss

Title: Chair, Board of Supervisors

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
R. Craig Settemire  
Plumas County Counsel

3A

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services is entered into between Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation ("KMTG") and Plumas County ("Client") as of the date last set forth herein.

By signing and returning this Agreement for Legal Services, Client indicates its acceptance of the terms set forth in this document.

### **1. SCOPE OF AGREEMENT**

Client retains KMTG to provide legal services to Client in connection with its participation in the California State Water Resources Control Board' (SWRCB) procedures regarding Clean Water Act certification for the relicensing of the Upper North Fork Feather River Hydroelectric Project (FERC Project #2105), including participating in, and ensuring compliance with, the California Environmental Quality Act (CEQA). Current scope of work is to assist Plumas County in drafting and submitting a public comment letter on the SWRCB's Draft Environmental Impact Report for the project (SCH #2005082122), with fees and costs not to exceed \$20,000.00. Any further or subsequent efforts on this matter will require additional approval. Hourly estimated blended rate is \$250 per hour, which is for Hanspeter Walter, shareholder and lead attorney (\$250/hr); Elizabeth Leeper, associate (\$225/hr); and Scott Morris, shareholder with possible limited / review function (\$300/hr).

### **2. DUTIES OF KMTG AND CLIENT**

#### **KMTG DUTIES**

KMTG shall provide those legal services reasonably required to represent Client in the matter described above. KMTG shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

While the attorney with whom Client originally met may be primarily responsible for completing the work on Client's matter, that attorney may also delegate work to other attorneys, paralegals, law clerks and office personnel within KMTG, if he or she determines that such delegation is appropriate in representation of Client's interests. If Client so requests, Client will be consulted before any delegation is made.

KMTG may, with Client's prior consent, select and hire attorneys, investigators, consultants and experts to assist in the preparation and presentation of Client's case. While any such persons will report exclusively to KMTG to preserve the Attorney-Client and Attorney Work Product privileges, they will be employed by Client.

KMTG is not authorized or obligated to perform any services for Client until KMTG has received an original-signed copy of this Agreement for Legal Services from Client.

## **CLIENT'S DUTIES**

Client shall be truthful with KMTG, cooperate with KMTG, keep KMTG informed of developments related to the subject matter for which Client has engaged KMTG, perform the obligations Client has agreed to perform under this Agreement, and pay statements from KMTG in a timely manner.

### **3. BILLING RATES**

Client agrees to pay for legal services at the rates set forth in the attached Schedule of Rates. KMTG's fees will be calculated based on those hourly rates, billed in increments of 1/10th hour for the legal staff involved, multiplied by the hours devoted on Client's behalf. These rates are subject to adjustment at the beginning of each fiscal year. KMTG will give written notice of rate adjustments at least thirty (30) days prior to the effective date thereof, and the new rates will be instituted only in consultation with Client. These rates are based principally on experience, specialization and training.

KMTG will charge for all time worked on a matter, including travel time portal-to-portal, time waiting in court, and time spent in meetings, unless otherwise agreed to in writing.

### **4. COSTS AND EXPENSES**

Whenever practical, Client shall directly pay for major costs and expenses in addition to KMTG's fees, either by advancing such costs or expenses to KMTG, or by paying third parties directly. Upon demand, Client shall advance funds to KMTG or directly pay third parties, as specified by KMTG.

In all other cases, Client shall reimburse KMTG for all costs and expenses incurred by KMTG, including, but not limited to, the following: costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, court reporters' fees, jury fees, witness fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying, parking, mileage, travel expenses (including air fare at coach rates, lodging, meals, and ground transportation), research, investigation expenses, consultants' fees, expert witness fees, and other costs.

KMTG shall itemize all costs incurred on each periodic statement.

### **5. STATEMENTS**

KMTG shall send Client a statement for fees and costs incurred every month. However, when the fees and costs for a particular month are minimal, they may be carried over to the next month's statement. Client shall pay statements from KMTG within thirty (30) days after each statement's date.

KMTG's statements shall clearly state the basis thereof, including the amount, rate and basis for calculation (or other method of determination) of KMTG's fees.

KMTG shall provide a statement to Client, upon Client's request, no later than ten (10) days following the request. Client is entitled to make subsequent requests for statements at intervals of no less than thirty (30) days following the initial request.

#### **6. DISCLAIMER OF GUARANTEE**

By signing this Agreement, Client acknowledges that KMTG has made no promises or guarantees to Client about the outcome of Client's matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

#### **7. DISCHARGE AND WITHDRAWAL**

Either party may terminate this Agreement upon written notice to the other party. If Client or KMTG elects to terminate this Agreement, KMTG shall be paid for all fees and costs that have accrued up to the time of termination.

KMTG and Client each agree to sign any documents reasonably necessary to complete KMTG's discharge or withdrawal.

#### **8. LEGAL ACTION UPON DEFAULT**

If Client does not pay the balance when due, or if Client breaches any other term of this Agreement, KMTG may demand that the entire unpaid balance be paid immediately and, as provided by law, commence any legal action for collection of the balance due.

Client and KMTG agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California, County of Sacramento. Client and KMTG consent and agree that the jurisdiction and venue for proceedings relating to this Agreement shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

#### **9. ARBITRATION OF FEE DISPUTE**

If a dispute arises between KMTG and Client regarding attorneys' fees or costs under this Agreement and KMTG files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206, Client will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206. If Client elects to so arbitrate the dispute, KMTG will submit the matter to that arbitrator.

#### **10. COMPLETION OF SERVICES**

Upon the completion of KMTG's services, all unpaid charges for services rendered and costs incurred or advanced through the completion date shall become immediately due and payable.

**11. CLIENT FILES**

At Client's request, upon the termination of services under this Agreement, KMTG will promptly release all of Client's papers and property (subject to any applicable protective orders or non-disclosure agreements).

**12. DESTRUCTION OF CLIENT FILE**

If Client does not request the return of Client's papers and property, KMTG will retain Client's file for a period of seven (7) years from the last date of service in the matter described above. After seven (7) years, KMTG may have Client's file destroyed. Client acknowledges that it will not be notified prior to the destruction of its papers and property, and Client consents to the same. If Client desires to have Client's file maintained beyond seven (7) years after Client's matter is concluded, Client must make separate arrangements with KMTG.

**13. COMMENCEMENT OF SERVICES**

KMTG's obligation to provide legal services shall commence upon KMTG's receipt of a signed copy of this Agreement for Legal Services.

**14. INSURANCE**

Pursuant to Business and Professions Code Section 6148, Client is hereby informed that KMTG maintains errors and omissions insurance coverage.

**15. MODIFICATION BY SUBSEQUENT AGREEMENT**

This Agreement may be modified only by a written instrument signed by both parties.

I understand and accept the foregoing terms.

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

\_\_\_\_\_  
for Plumas County

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

\_\_\_\_\_  
Hanspeter Walter  
KRONICK, MOSKOVITZ, TIEDEMANN &  
GIRARD, A Professional Corporation

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

\_\_\_\_\_  
Attorney  
KRONICK, MOSKOVITZ, TIEDEMANN &  
GIRARD, A Professional Corporation



## **SCHEDULE OF RATES**

<b>Shareholders/Of Counsel/Senior Counsel.....</b>	<b>\$250-\$475</b>
<b>Senior Associates .....</b>	<b>\$225-\$375</b>
<b>Associate Attorneys.....</b>	<b>\$200-\$300</b>
<b>Paralegals.....</b>	<b>\$95-\$160</b>
<b>Document Clerk/Law Clerk.....</b>	<b>\$95</b>

Expenses, including mileage, long distance telephone charges, photocopying and delivery charges, will also be billed. A detailed schedule of these charges can be provided upon request. Our usual billing procedure is to submit a monthly itemization of the time and services charged with the names of the attorneys and paralegals whose time is being billed. However, we have a highly sophisticated and flexible billing system which can produce statements specific to each client's billing needs. Please let us know of any specific desires or needs you have in this respect.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

4

Dony Sawchuk  
Director

Board Date: March 10, 2015

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: Preliminary discussion by the Plumas County Board of Supervisors to consider the project description for a proposed Buck's Lake Trail System.

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### Background

The Bucks Lake Trail System; a proposed non-motorized trail system, approximately 6.19-miles in length, located in the Bucks Lake area on Pacific Gas and Electric (PG&E) property, and developed and managed by Plumas County. The proposed trail system would provide access to incredible places and create connectivity to the surrounding Plumas National Forest. The proposed network of trails would be built with an eye towards sustainability and user enjoyment, and would consist of the following trail segments: Lakeshore, Rocky Ridge, Inspiration Point, Lower Traverse, Upper Traverse and Big Trees. The feasibility study outlines the existing conditions, alignment options and design options for a non-motorized trail system.

# CLAIM AGAINST THE COUNTY OF PLUMAS

(Pursuant to Government Code §910.4)

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. If you need assistance in completing this form, contact legal counsel. Plumas County employees are not allowed to provide legal advice. Attach additional pages as needed.

## CLAIMANT INFORMATION

1. Name of Claimant: Maria Regina Rock-Strong

2. Mailing Address of Claimant

315 Baker Way Quincy CA 95971  
Address City State Zip

3. Mailing Address where notices are to be sent (if different than mailing address of claimant):

P.O. Box 3251 Quincy CA 95971  
Address City State Zip

4. Telephone Number of Claimant: (530) 283-4723

## REPRESENTATIVE INFORMATION

5. Name of Attorney (if any): \_\_\_\_\_

6. Mailing Address of Attorney:

\_\_\_\_\_  
Address City State Zip

7. Telephone Number of Attorney: ( ) \_\_\_\_\_ - \_\_\_\_\_

## INFORMATION ABOUT CLAIM

8. Incident Date: Month 4 Day 27 Year 14

9. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel)

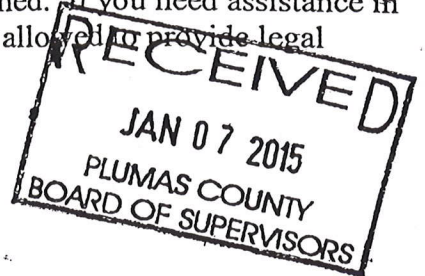
my home at 239.3 E. Main St., Quincy

10. Explain the circumstances that led to the alleged damage or injury: (State all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on separate page.)

William Jay is a methamphetamine user who was causing myself & my neighbor Pam Gronbeck a lot of troubles. This day he chased my estranged husband into my yard from a block away. He was high, in a rage & on a 125 wheels and armed with axe with 16-18 in. handle. I had to defend myself as he came at me in the house. He is drinking buddies with the 2 officers who responded. DO (see reverse) cover

5B

HAND  
DELIVERED  
MD



ad of arrestive him for criminal trespass 4-  
nd threatening 1st Darius, then myself with the afe  
they confiscated my (unloaded) weapon and put  
a verbal restraining order on Darius. Hagwood personally  
informed Darius & Pam that the order couldn't be  
enforced. Because of that Darius was able to put me in  
the hospital and destroy my \$10,000 vehicle. Both the  
DA & Sheriff knew for months before this that William  
& Stephanie Jay were a threat and did nothing to help.  
I became evicted, first time in my life and also lost  
my Section 8 housing. I was made homeless 6 days  
before having a total hip replacement. Not even a  
slumlord would rent to me after that.

11. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim.

my credit score was 823 - now 533; permanent physical & emotional scars. Was attacked 2 times right after surgery due to unsafe place to stay - will never walk right because of it. The 2 yrs. ADMS Degree now worthless because they ruined my good name. Both my cats attacked by mt. lion because had to leave behind. Increase in rent doesn't allow me to buy food.

12. Dollar Amount of Claim: (if less than \$10,000) as of the date of presenting the claim. (Include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented.) \$150,000.00. dollars

13. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be a limited civil case. ☐ Yes ☒ No

14. Name of names of public employee(s) causing the injury, damage or loss, if known

DA Hollister; Sheriff Hagwood; Jackie Trotter; William H. Chesley  
Officers Fraggatt and Jeremy Beasley

CLAIMS INVOLVING MOTOR VEHICLES

15. Insurance Information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ Yes ☒ No

16. Name of Insurance Carrier and Telephone Number (including area code)

State Farm Nic Beddoe		( ) 832 - 5546	
Name		Telephone Number	
Portola		CA	
Address	City	State	Zip

17. Policy Number: 274-7385-E08-55A

18. Are you the registered owner? ☒ Yes ☐ No

19. Amount of deductible: \$500

20. Make: FORD Model: Explorer Year: 2003

Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to \$10,000.00.

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.

Maria Regina Rock-Strong

Signature

Maria Regina Rock-Strong

Printed Name of Person Completing Claim



**Nancy L. DaForno**

Clerk of the Board

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February 18, 2015

Maria Regina Rock-Strong  
P.O. Box 3251  
Quincy, CA 95971

Re: Claim of Maria Regina Rock-Strong

Dear Ms. Rock-Strong:

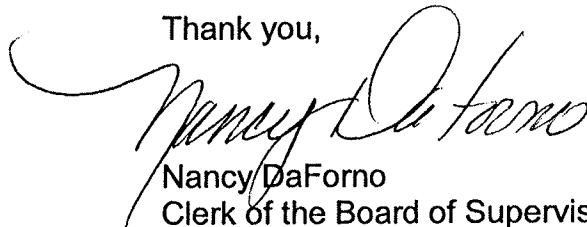
The claim which you presented to the County of Plumas on January 7, 2015, for the date of loss April 27, 2014, is being returned because it was not presented within six (6) months after the event or occurrence as required by law. See Sections 901 and 911.2 of the Government Code. Since the claim was not presented within the time allowed by law, no action was taken on the claim.

**WARNING**

Your only recourse at this time is to apply, without delay, to the County of Plumas for leave to present a late claim. See Sections 911.4 to 912.2, inclusive, and Section 946.6 of the Government Code. Under some circumstances, leave to present a late claim will be granted. See Government Code Section 911.6.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Thank you,



Nancy DaForno  
Clerk of the Board of Supervisors

**PROOF OF SERVICE - C.C.P. 1013A, 2015.5**

I, Nancy DaForno, declare that:

1. I am employed in the County of Plumas, California; I am over the age of eighteen years and not a party to the within cause; and my business address is 520 Main St., Room 309, Quincy, CA 95971.
2. I am readily familiar with the practice of the County of Plumas in the processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.
3. On **February 18, 2015**, I served the following document(s)

**NOTICE OF RETURNED CLAIM**  
for the claim of  
**Maria Regina Rock-Strong**

In said cause, on the following interested parties:

**Maria Regina Rock-Strong**  
**PO Box 3251**  
**Quincy, CA 95971**

4. Said service was performed in the following manner:

X **BY U.S. POSTAL SERVICE (Mail):** I placed each such document in a sealed envelope addressed as noted above, with first-class mail postage thereon fully prepaid, for collection and mailing at Quincy, California, following the above-stated business practice, on this date.

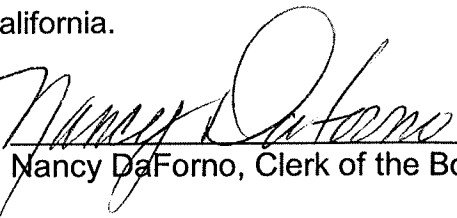
**BY PERSONAL SERVICE:** I hand-delivered each such envelope to the address[es] listed on this date.

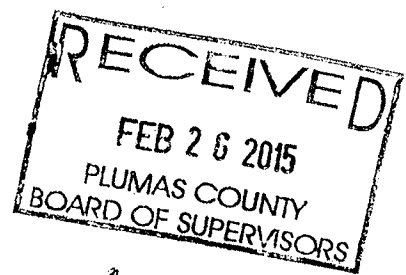
**BY COURIER/MESSENGER SERVICE (Hand Delivery):** I caused each such envelope to be delivered by hand to the address[es] listed above on this date.

**BY FACSIMILE:** I caused said document[s] to be transmitted by facsimile machine to the parties at the number[s] indicated above on this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed February 18, 2015 at Quincy, California.

  
\_\_\_\_\_  
Nancy DaForno, Clerk of the Board



Board of Supervisors, Plumas County:

According to Government Code 911.6, I qualify for two reasons to present a late claim.

#1) I was mislead by the D.A. to believe I could do nothing until he finished his investigation, which he had until April 27, 2015 to complete. My mistake was to believe him about anything again. I had the paperwork for six months waiting until close to that time frame.

#3) I was physically incapacitated at the time of the incident and remained so until mid November, then new hip reinjured twice and laid up totally until January of 2015.

I hope you will accept these valid reasons for my late claim and accept it. Thank you for your consideration in this matter.

Maria Rock-Strong  
Feb. 26, 2015

P.S. I only got this original in the mail 2/25/15. Mrs. DeForno said I had to wait for it to make the late claim petition.



911.6. (a) The board shall grant or deny the application within 45 days after it is presented to the board. The claimant and the board may extend the period within which the board is required to act on the application by written agreement made before the expiration of the period.

(b) The board shall grant the application where one or more of the following is applicable:

(1) The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the public entity was not prejudiced in its defense of the claim by the failure to present the claim within the time specified in Section 911.2.

(2) The person who sustained the alleged injury, damage or loss was a minor during all of the time specified in Section 911.2 for the presentation of the claim.

(3) The person who sustained the alleged injury, damage or loss was physically or mentally incapacitated during all of the time specified in Section 911.2 for the presentation of the claim and by reason of such disability failed to present a claim during such time.

(4) The person who sustained the alleged injury, damage or loss died before the expiration of the time specified in Section 911.2 for the presentation of the claim.

(c) If the board fails or refuses to act on an application within the time prescribed by this section, the application shall be deemed to have been denied on the 45th day or, if the period within which the board is required to act is extended by agreement pursuant to this section, the last day of the period specified in the agreement.